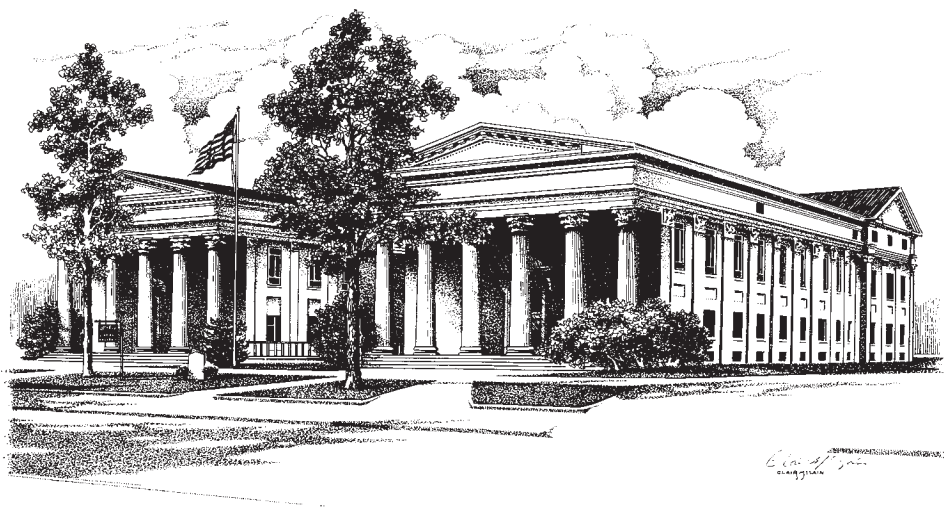


Erie  
County  
Legal  
Journal

September 7, 2018

Vol. 101 No. 36



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101 ERIE 139 - 144

French Creek Valley Conservancy v. Mitchell and Mitch-Well Energy, Inc.

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# Erie County Legal Journal

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

Managing Editor: Megan E. Black

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

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ERIE COUNTY LEGAL JOURNAL is published every Friday for \$57 per year (\$1.50 single issues/\$5.00 special issues, i.e. Seated Tax Sales). Owned and published by the Erie County Bar Association (Copyright 2018©) 429 West 6th St., Erie, PA 16507 (814/459-3111). POSTMASTER: Send Address changes to THE ERIE COUNTY LEGAL JOURNAL, 429 West 6th St., Erie, PA 16507-1215.

# Erie County Bar Association Calendar of Events and Seminars

## SUNDAY, SEPTEMBER 16, 2018

Women's Division Event  
Boxing & Bloodies  
11:45 a.m. - 1:00 p.m.  
Level Red Boxing, 2147 W. 12th St.

## MONDAY, SEPTEMBER 17, 2018

Worker's Compensation Section Meeting  
Noon  
ECBA Headquarters

## MONDAY, SEPTEMBER 17, 2018

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

## TUESDAY, SEPTEMBER 18, 2018

*What you need to know about the  
differences between Social Security (SS)  
and Supplemental Security Income (SSI)*  
The Will J. & Mary B. Schaaf Education Center  
12:15 p.m. - 1:15 p.m.  
(11:45 p.m. registration/lunch)  
\$47 (ECBA members/their non-attorney staff)  
\$60 (non-members)  
1 hour substantive CLE/CJE credit

## THURSDAY, SEPTEMBER 20, 2018

Estate & Trust Section Leadership Committee Meeting  
Noon  
ECBA Headquarters

## FRIDAY, SEPTEMBER 21, 2018

Senior Lawyer Division  
Private Tour of the Robert H. Jackson Center  
10 a.m.

## MONDAY, SEPTEMBER 24, 2018

ECBA Board of Directors Meeting  
Noon  
ECBA Headquarters

## THURSDAY, SEPTEMBER 27, 2018

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

## SATURDAY, SEPTEMBER 29, 2018

Young Lawyer Division  
Lake Erie Wine Tour 2018  
Lunch at ECBA Headquarters beginning at Noon  
Tour from 1:00 p.m. - 5:45 p.m.



Erie County Bar  
Association



@eriepabar

To view PBI seminars visit the events calendar  
on the ECBA website  
<http://www.eriebar.com/public-calendar>

## 2018 BOARD OF DIRECTORS

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

**MOTION COURT DATES FOR JUDGE THOMAS P. AGRESTI  
ERIE AND PITTSBURGH DIVISION CASES**

**SEPTEMBER 2018 NOTICE**

The following is a list of *September 2018, October 2018 and November 2018* motion court dates and times to be used for the scheduling of motions pursuant to *Local Rule 9013-5(a)* before **Judge Thomas P. Agresti** in the Erie and Pittsburgh Divisions of the Court. The use of these dates for scheduling motions consistent with the requirements of *Local Rule 9013-5(a)* and Judge Agresti's *Procedure B(1)-(3)* summarized below and on Judge Agresti's webpage at: [www.pawb.uscourts.gov](http://www.pawb.uscourts.gov). ***The motions will be heard in the Erie Bankruptcy Courtroom, U.S. Courthouse, 17 South Park Row, Erie, PA 16501 and Courtroom C, 54th Floor, U.S. Steel Building, 600 Grant Street, Pittsburgh, PA 15219.***

Counsel for a moving party shall select one of the following dates and times for matters subject to the "self-scheduling" provisions of the *Local Bankruptcy Rules* and the Judge's procedures, insert same on the notice of hearing for the motion, and serve the notice on all respondents, trustee(s) and parties in interest. Where a particular type of motion is listed at a designated time, filers shall utilize that time, *only*, for the indicated motions(s) *unless*: (a) special arrangements have been approved in advance by the Court, or, (b) another motion in the same bankruptcy case has already been set for hearing at a different time and the moving party chooses to use the same date and time as the previously scheduled matter.

**SCHEDULE CHAPTER 13 MOTIONS ON:**

Select the following times, EXCEPT for the specific matters to be scheduled at 11:30 a.m.:

Wednesday, September 19, 2018	9:30 a.m.:	Open for all Erie & Pittsburgh Ch. 13 matters
Wednesday, October 24, 2018	10:00 a.m.:	Open for all Erie & Pittsburgh Ch. 13 matters
Wednesday, November 14, 2018	10:30 a.m.:	Open for all Erie & Pittsburgh Ch. 13 matters
	11:00 a.m.:	Open for all Erie & Pittsburgh Ch. 13 matters
	11:30 a.m.:	Ch. 13 Sale, Financing and Extend/Impose Stay

*NOTE: Chapter 12 matters are now scheduled on Ch. 11/7 Motion Court days, only.*

**SCHEDULE CHAPTERS 12, 11 & 7 MOTIONS ON:**

Select the following times, EXCEPT for Ch. 7 Motions to Extend/Impose Stay scheduled only at 11:00 a.m., and, all sale motions and all Ch. 12 matters which are only to be scheduled at 11:30 a.m.:

Wednesday, September 12, 2018	9:30 a.m.:	Open for all Erie & Pittsburgh Ch. 11 matters
Thursday, September 27, 2018	10:00 a.m.:	Open for all Erie & Pittsburgh Ch. 11 matters
Thursday, October 11, 2018	10:30 a.m.:	Open for all Erie & Pittsburgh Ch. 7 matters
Thursday, October 25, 2018	11:00 a.m.:	Open for all Erie & Pittsburgh Ch. 7 matters,
Thursday, November 8, 2018**		including all Ch. 7 Motions to Extend/Impose Stay
Thursday, November 29, 2018	11:30 a.m.:	Ch. 11 and 7 Sale Motions and all Ch. 12 matters at this time, only

*\*\*On November 8, 2018, the following times are to be used, only:*

9:30 a.m.: Open for all Erie & Pittsburgh Ch. 11 matters  
10:00 a.m.: Open for all Erie & Pittsburgh Ch. 7 matters, including all Ch. 7 Motions to  
Extend/Impose Stay  
1:00 p.m.: Ch. 11 and 7 Sale Motions and all Ch.12 matters at this time, only

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

Michael R. Rhodes  
Clerk of Court

Sept. 7

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**POSITION AVAILABLE OCTOBER 19, 2018**

The Erie County Court of Common Pleas is seeking interested individuals for the position of Director of Domestic Relations. This position is under the general direction of the President Judge and the District Court Administrator. The position directs the total administration of Domestic Relation matters including the supervision of the staff and consulting with Supervisors on workflow issues and employee matters.

Specific Responsibilities Include:

- Evaluate staff performance and make recommendations to the Court regarding all personnel matters.
- Insure that work is done in accordance with Court objectives as well as State and Federal mandated guidelines.
- Advise the Court, Administration, County Council, and staff of changes in IV-D regulations and implement any new regulations.
- Approve all IV-D invoices, budget line item transfers, purchase orders, daily and monthly expenditures and be responsible for the preparation and monitoring of the budget.
- Report to Court all inter office activities within Domestic Relations and communicate with other DRS Directors throughout the state regarding issues and current events.
- Supervise the preparation and compilation of records and reports, as required by the Court, and County, State and Federal governments.
- Serve as community liaison to explain the Child Support process to all interested individuals and groups.

Qualification Include:

- Knowledge of the civil rules of procedure as they relate to Child Support, and other laws and regulations governing the establishment and enforcement of child support.
- Ability to plan, direct and supervise the work of the Domestic Relations staff to provide the best customer service to the clients.
- The selection of staff to the position that they are best suited to perform.
- An understanding of the County budget process, the IV-D reimbursement procedure.
- Other financial matters that affect Domestic Relations.
- The ability to express ideas clearly and concisely, both orally and in writing.

Must possess a minimum of a Bachelor's Degrees in the Social Sciences or Business Administration, seven (7) year's experience in the field of which five (5) years need to be in supervision. A post-graduate degree is preferred.

Send resume and cover letter to Robert J. Catalde, Esquire, District Court Administrator, 140 West 6th St., Room 210, Erie, PA 16501

Sept. 7

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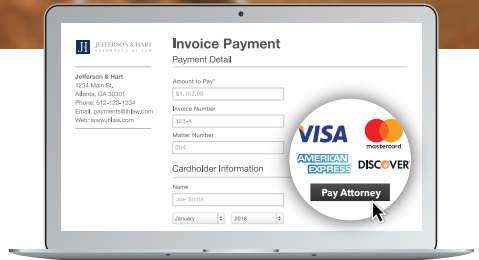
**PAYMENT RECEIVED**

Client: Joe Smith  
Amount: \$1,152.00



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**FRENCH CREEK VALLEY CONSERVANCY, Plaintiff**

**v.**

**WILLIAM E. MITCHELL and MITCH-WELL ENERGY, INC., Defendants**

*CIVIL PROCEDURE / MOTION FOR SUMMARY JUDGMENT / STANDARD*

Pursuant to the Pennsylvania Rules of Civil Procedure, any party may move for summary judgment in whole or in part as a matter of law whenever no genuine issue of any material fact exists as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report.

*CIVIL PROCEDURE / MOTION FOR SUMMARY JUDGMENT / STANDARD*

The nonmoving party may not rest only on the mere allegations or denials in his pleadings, but must set forth in his response by affidavits, or as otherwise provided, specific facts in dispute. A motion for summary judgment must be granted in favor of a moving party if the other party chooses to rest on its pleadings, unless a genuine issue of fact is made out in the moving party’s evidence taken by itself.

*REAL ESTATE / CONTRACTS / OIL AND GAS LEASES*

An oil and gas lease is controlled by ordinary principles of contract law.

*REAL ESTATE / CONTRACTS / OIL AND GAS LEASES / KEY PROVISIONS*

Oil and gas leases generally contain several key provisions, including the granting clause, which initially conveys to the lessee the right to drill for and produce oil or gas from the property; the habendum clause, which is used to fix the ultimate duration of the lease; the royalty clause; and the terms of surrender.

*REAL ESTATE / CONTRACTS / OIL AND GAS LEASES / QUALIFIED FEE*

If oil or gas is produced during the agreed upon primary term of the lease, a fee simple determinable is created in the lessee, and the lessee’s right to extract the oil or gas becomes vested. A fee simple determinable is an estate in fee that automatically reverts to the grantor upon the occurrence of a specific event. The interest held by the grantor after this type of conveyance is termed “a possibility of reverter.” Such a fee is a fee simple, since the title vested may last forever in the grantee and his heirs and assigns, “the duration depending upon the concurrence of collateral circumstances which qualify and debase the purity of the grant.”

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA

CIVIL DIVISION

NO. 13126-2016

Appearances: Brian T. Cagle, Esq., for the Plaintiff  
 Crandall G. Nyweide, Esq., for the Defendants

**OPINION**

Domitrovich, J.

August 14, 2018

The matter before this Trial Court is the Motion for Partial Summary Judgment filed by Plaintiff French Creek Valley Conservancy (the “Conservancy”) wherein the Conservancy requests this Trial Court to enter partial judgment in its favor alleging no issue of material fact exists and contends the following: the lease agreement entered into between Defendants William E. Mitchell and Mitch-Well Energy, Inc. (“Defendants”) and Martha Ann Smith

terminated no later than January 1, 1990; the fee simple determinable oil and gas interest reverted to Martha Anne Smith by operation of law; the Conservancy is the current owner of the oil and gas interest in the Property; and Defendants must cease production and withdrawal of natural gas and plug the natural gas well (“Well”) in compliance with the Pennsylvania Department of Environmental Protection regulations. This Trial Court hereby provides the following analysis:

The Conservancy is a nonprofit corporation promoting environmental integrity of the French Creek watershed, advocating for the protection of natural resources, and coordinating land protection, education, and research. (*See* Affidavit of Brenda Costa at ¶ 2). The Conservancy presently owns approximately 44 acres of real property being identified as tax parcel number (47)24-39-5 situated in Waterford Township, Erie County, Pennsylvania (the “Property”). (*See* Deed dated May 26, 2009). On May 26, 2009, the Conservancy acquired this Property by Deed from Martha Ann Smith and Henry Ralph Smith. (*Id.*) Said Deed unequivocally “grant[ed], and convey[ed], s[old] and confirm[ed] unto the said Grantee its heirs and assigns: All that certain piece or parcel of real estate situate in Waterford Township, Erie County, Pennsylvania . . . .” (*Id.*) As this Deed does not contain an exception for the reservation of oil, gas, and mineral interests, the Conservancy holds all oil, gas, and mineral rights attendant to the Property.

The following relates to the oil and gas lease agreement at issue: On March 25, 1982, Martha Ann Smith entered into an Oil and Gas Lease (“Lease Agreement”) with Defendants William E. Mitchell and Mitch-Well Energy, Inc. “for the sole and only purpose of drilling and operating for oil and gas.” (*See* Lease Agreement dated March 25, 1982, recorded in Erie County Recorder of Deeds, Book 1494, page 373). Shortly thereafter, Defendants drilled this Well on this Property and made several payments to Martha Ann Smith pursuant to the Lease Agreement. (*See* Martha Ann Smith Deposition at 9:3-12) (hereinafter “Smith Depo.”). The duration of the Lease Agreement was as follows: “if LESSEE . . . shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations continue with due diligence and if production results therefrom, then so long as production, storage, or withdrawals continue.” (*See* Lease Agreement).

Defendants ceased making payments to Martha Anne Smith sometime in 1986-1987, two or three years after production began. (Smith Depo. 9:10-12; 10:3-4). Sometime after Defendants ceased making payments, the “[W]ell quit . . . [,] ran out of gas,” and Defendant William E. Mitchell stated to Martha Anne Smith that the Well “was no longer producing.” (Smith Depo. 9:10-16). Martha Anne Smith personally visited this Property and discovered this Well was no longer in use and instead was producing mice. (Smith Depo. 12:2-11).

Martha Anne Smith and the Conservancy both viewed the Lease Agreement between Martha Anne Smith and the Conservancy as no longer valid when Martha Anne Smith conveyed the Property to the Conservancy in 2009. (*See* Affidavit of Brenda Costa; Smith Depo. 11:1-3; 12:2-4; 17:19-23; 18:21-25). This subject Well was non-producing. (*See id.*).

Plaintiff requested through Interrogatories and Requests for Production of Documents the dates or periods during which this Well was actively producing or extracting natural gas from this Property. In response, Defendants referred the Conservancy to Pennsylvania Department of Environmental Protection (“DEP”) records attached to Defendants’ Answers.



According to an Oil & Gas Well Production Report produced by the Office of Oil and Gas Management of DEP, Defendants began and ceased production on three separate occasions: (1) between January 1, 1984, ending December 31, 1984; (2) between January 1, 1989, ending December 31, 1989; and (3) between January 1, 2012, ending December 31, 2012.

DEP records further reveal at least five DEP inspections were conducted at this Well from September 17, 2009, to April 29, 2013, which revealed no production or withdrawals were being made from this Well located thereon and indicated this Well was abandoned. (See DEP Inspection Reports dated Sept. 17, 2009 and March 24, 2011; see also DEP Surface Activities Inspection Reports dated April 20, 2012; Nov. 19, 2012; and April 29, 2013; see also Notice of Violation letter from DEP to Defendants dated April 20, 2011). These DEP inspection reports noted this Well was “shut in,” and no production equipment was connected to this Well on the Property. (See *id.*). Eventually, by Order dated January 29, 2013, the DEP determined this Well was abandoned as defined under the Oil and Gas Act and directed, *inter alia*, that Defendants plug this Well in accordance with the Oil and Gas Act. (See DEP Order dated Jan. 29, 2013).

Sometime on or about November 11, 2015, without permission from the Conservancy, Defendants again began producing natural gas from this Well. (See Affidavit of Brenda Costa at ¶ 12-13). The Conservancy notified Defendants that the Defendants did not have permission to produce natural gas from this Well located on the Property. (*Id.* at ¶ 14). Thereafter, the Conservancy filed the instant quiet title action against Defendants. (See Complaint filed Nov. 21, 2016).

Pursuant to the Pennsylvania Rules of Civil Procedure, any party may move for summary judgment in whole or in part as a matter of law whenever no genuine issue of any material fact exists as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report. Pa.R.Civ.P. 1035.2(1). In reviewing a Motion for Summary Judgment, a trial court must review the record in the light most favorable to the non-moving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. See *Gerber v. Piergrossi*, 142 A.3d 854, 858 (Pa. Super. 2016). The nonmoving party “may not rest only on the mere allegations or denials in his pleadings, but must set forth in his response by affidavits, or as otherwise provided, specific facts in dispute.” *Kniaz v. Benton Borough*, 642 A.2d 551, 553 (164 Pa.Cmwltth. 1994). “A motion for summary judgment must be granted in favor of a moving party if the other party chooses to rest on its pleadings, unless a genuine issue of fact is made out in the moving party’s evidence taken by itself.” *Curry v. Estate of Thompson*, 481 A.2d 658, 660 (Pa. Super. 1984). Summary judgment is appropriate “only in those cases where the record clearly demonstrates that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law.” *Sellers v. Twp. of Abington*, 106 A.3d 679, 684 (Pa. 2014) (quoting *Summers v. Certaineed Corp.*, 997 A.2d 1152, 1159 (Pa. 2010)).

An oil and gas lease is controlled by ordinary principles of contract law. *J.K. Willison v. Consol. Coal Co.*, 637 A.2d 979, 982 (Pa. 1994). An oil and gas lease must be construed “in accordance with the terms of the agreement as manifestly expressed” and the “accepted and plain meaning of the language used, rather than the silent intentions of the contracting parties, determines the construction to be given the agreement.” *Id.* The party seeking to terminate an oil and gas lease bears the burden of proof. *T.W. Phillips Gas & Oil Co. v. Jedlicka*, 42

A.3d 261, 267 (Pa. 2012) (citing *Jefferson Cty. Gas Co. v. United Nat. Gas Co.*, 93 A. 340 (Pa. 1915)). “[O]il and gas leases generally contain several key provisions, including the granting clause, which initially conveys to the lessee the right to drill for and produce oil or gas from the property; the habendum clause, which is used to fix the ultimate duration of the lease; the royalty clause; and the terms of surrender.” *T.W. Phillips Gas & Oil Co.*, 42 A.3d at 267 (citing *Jacobs*, 332 F.Supp.2d at 764).

If oil or gas is produced during the agreed upon primary term of the lease, a fee simple determinable is created in the lessee, and the lessee’s right to extract the oil or gas becomes vested. *T.W. Phillips Gas & Oil Co.*, 42 A.3d at 267 (citing *Calhoon v. Neely*, 50 A. 967, 968 (Pa. 1902); *Jacobs v. CNG Transmission Corp.*, 332 F.Supp.2d 759, 772 (W.D.Pa.2004) (applying Pennsylvania law)). A fee simple determinable is an estate in fee that automatically reverts to the grantor upon the occurrence of a specific event. *Id.* (citing *Brown v. Haight*, 255 A.2d 508, 510 (Pa. 1969)). The interest held by the grantor after this type of conveyance is termed “a possibility of reverter.” *Id.* (quoting *Higbee Corp. v. Kennedy*, 428 A.2d 592, 595 (Pa.Super. 1981) (durational language, such as “so long as,” “during,” “while” and “until,” are generally used to create the fee simple determinable)). Such a fee is a fee simple, since the title vested may last forever in the grantee and his heirs and assigns, “the duration depending upon the concurrence of collateral circumstances which qualify and debase the purity of the grant.” *Id.*

In *Brown v. Haight*, the grantor and lessee entered into an oil and gas lease wherein the habendum clause stated: “To have and to hold the said lands and rights unto the Grantee for the term of twenty years from the date hereof, and As much longer as . . . oil or gas is found or produced in paying quantities . . .” *Brown v. Haight*, 255 A.2d 508, 511 (Pa. 1969). For six years, the lessee produced no oil or gas from the well. *Id.* The Pennsylvania Supreme Court concluded:

“[W]hen oil and gas were not produced in paying quantities, the grantee’s fee interest terminated automatically and the property reverted to the grantor. Since the grantee remained on the property with the implied consent of the grantor[,] although he no longer possessed any legal interest in the property, he could do so only under a Tenancy at Will. We hold, therefore, that [the grantees] remained on the property under a Tenancy at Will, which the [grantors] could [have] terminate[d] whenever they so chose.”

*Id.* Thus, the Pennsylvania Supreme Court held since the lessee failed to produce oil for a period of six years, the lessee’s oil and gas interest in the property reverted automatically to the grantor by operation of law. *Id.*

In the instant case, the habendum clause of the instant Lease Agreement grants a fee simple determinable that vests and continues as long as the “operations continue with due diligence and if production results therefrom, then so long as production . . . or withdrawals continue.” (See Lease Agreement). Thus, the Lease Agreement continued as long as gas was produced or withdrawn from this Well. However, no dispute exists that gas was not produced or withdrawn from this Well from December 31, 1989 through January 1, 2012. This period of inactivity was in excess of twenty years, almost four times longer than the lease agreement the Supreme Court of Pennsylvania concluded terminated automatically in *Brown*. Similar to *Brown*, natural gas in the instant case was not produced or withdrawn from

this Well; therefore, Defendants' interests in the Property terminated automatically. When Defendants ceased production and withdrawal of natural gas from this Well, Defendants' interest automatically reverted to the Smiths by operation of law. Thereafter, Martha Ann Smith and Henry Ralph Smith conveyed all of their oil, gas, and mineral interest in the Property to the Conservancy. As such, the Conservancy now holds the oil, gas, and mineral interest in the Property and is entitled to enforce its rights in connection therewith.

Moreover, upon abandoning a well, "the owner or operator shall plug the well . . . to stop the vertical flow of fluids or gas within the well bore." 25 Pa. Code § 78.91. The "owner" of a well is the "person who owns, manages, leases, controls or possesses a well or coal property." 25 Pa. Code § 78.1. An "owner" does not include the owner of the surface rights to the real property if that person (1) did not participate or incur the costs of operation of the well and (2) did not have control over the operation of the well. *See id.* In the instant case, no genuine dispute of material fact exists as to this Well being abandoned. At least five DEP inspections were conducted at the Property from September 17, 2009, to April 29, 2013, which revealed no production or withdrawals were being made from this Well located thereon and the DEP considered this Well abandoned. Neither the Smiths nor the Conservancy participated or incurred the costs of Defendants' producing and withdrawing natural gas from this Well. Similarly, neither the Smiths nor the Conservancy controlled the production or withdrawal of natural gas from this Well. As such, Defendants were the sole owners and operators of this Well. Also, no genuine dispute of material fact exists the Lease Agreement is no longer valid. Thus, the Conservancy is entitled to judgment as a matter of law, and Defendants are statutorily required to plug this Well located on the Property pursuant to 25 Pa. Code § 78.91, *et seq.*

Finally, this Trial Court concludes the *Nanty-Glo* rule does not apply to the instant case and Defendants, as the nonmoving parties, concede that the *Nanty-Glo* is inapplicable to the instant matter. *See e.g., Dudley v. USX Corp.*, 606 A.2d 916, 918 (Pa.Super. 1992) (noting the *Nanty-Glo* rule states: "the party moving for summary judgment may not rely solely upon its own testimonial affidavits or depositions, or those of its witnesses, to establish the non-existence of genuine issues of material fact."). Thus, this Trial Court finds a discussion of the *Nanty-Glo* rule is unnecessary.

Accordingly, partial summary judgment is entered in favor of the Conservancy. Consistent with the foregoing, this Trial Court hereby enters the following Order of Court:

### ORDER

AND NOW, to-wit, this 14th day of August, 2018, after oral argument on the Motion for Partial Summary Judgment filed by Plaintiff French Creek Valley Conservancy ("Conservancy"), by and through its counsel, Brian T. Cagle, Esq.; at which Brian T. Cagle, Esq., appeared for the Conservancy; and Crandall G. Nyweide, Esq., appeared for Defendants William E. Mitchell and Mitch-Well Energy, Inc. ("Defendants"); upon consideration of the Conservancy's Motion for Partial Summary Judgment and accompanying Brief in Support, as well as Defendants' Response; after review of the entire record; consistent with foregoing Opinion and analysis, and in view of the relevant statutory law and case law, it is hereby **ORDERED, ADJUDGED AND DECREED** that **Plaintiff's Motion for Partial Summary Judgment** is **GRANTED** to the following extent:

- (1) Based on the record before this Trial Court, no genuine issue of material fact exists that the Oil and Gas Lease Agreement entered into between Martha Ann Smith and Defendants on March 25, 1982, terminated pursuant to its own terms and by Defendants' abandonment of this Well;
- (2) The Oil and Gas Lease terminated as of January 1, 1990;
- (3) The oil and gas interest in the Property, as described by Deed recorded at Erie County recorder of Deeds Book 1568, page 613, was a fee simple determinable and reverted to Martha Anne Smith on January 1, 1990, by operation of law;
- (4) Martha Anne Smith conveyed her entire interest in the Property, including the oil and gas interest, to the Conservancy on May 26, 2009;
- (5) The Conservancy is the current owner of the oil and gas interest in the Property;
- (6) Defendants shall immediately cease production, storage, and withdrawal of natural gas at the Oil and Gas Well located on the Property; and
- (7) Defendants, at their own expense, shall plug the Oil and Gas Well in a manner that complies with regulations promulgated by the Pennsylvania Department of Environment Protection.

**BY THE COURT**

**/s/ Stephanie Domitrovich, Judge**

**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania 12185-18 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Matthew Carl Martz to Magnus Carl Martz.

The Court has fixed the 8th day of October, 2018 at 3:00 p.m. in Court Room H, Room 229, 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.

Sept. 7

**INCORPORATION NOTICE**

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed in the Pennsylvania Department of State for Auto Express Erie, Inc., which has been incorporated under the Business Corporation Law of 1988.

Kurt L. Sundberg, Esq.  
Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP  
Suite 300, 300 State Street  
Erie, PA 16507

Sept. 7

**LEGAL NOTICE**

Notice is hereby given that **David Charles Agresti of Erie County** has been **Administratively Suspended** by Order of the Supreme Court of Pennsylvania dated July 18, 2018, pursuant to Rule 111(b), Pa.R.C.L.E.,

which requires that every active lawyer shall annually complete, during the compliance period for which he or she is assigned, the continuing legal education required by the Continuing Legal Education Board. The Order became effective August 17, 2018 for Compliance Group 3.

Suzanne E. Price  
Attorney Registrar  
The Disciplinary Board of the Supreme Court of Pennsylvania

Sept. 7

**LEGAL NOTICE**

**MARSHAL'S SALE:** By virtue of a Writ of Execution issued out of the United States District Court for the Western District of Pennsylvania and to me directed, I shall expose to public sale the real property located at 112 East 2nd Street, Waterford, PA 16441 more particularly described in Erie County Deed Book 1534, Page 0213. **SAID SALE** to be held in the Erie County Courthouse, Room 209, 140 West Sixth Street, Erie, PA 16501 at 10:00 a.m. prevailing, standard time, on September 12, 2018. All that certain tract of land, together with the buildings, and improvements erected thereon described as Tax Parcel No. (46)009-044.0-015.00 recorded in Erie County, Pennsylvania. Seized and taken in execution as the property of Beverly L. Graves, at the suit of the United States of America, acting through the Rural Housing Service, on behalf of United States Department of Agriculture, to be sold on Writ of Execution as Civil Action

No. 1:18-CV-00071.

**TERMS OF SALE:** Successful bidder will pay ten percent (10%) by certified check or money order upon the property being struck down to such bidder, and the remainder of the bid within thirty (30) days from the date of the sale and in the event the bidder cannot pay the remainder, the property will be resold and all monies paid in at the original sale will be applied to any deficiency in the price at which the property is resold. The successful bidder must send payment of the balance of the bid directly to the U.S. Marshal's Office c/o Sheila Blessing, 700 Grant Street, Suite 2360, Pittsburgh, PA 15219. Bidder must have deposit funds immediately available and on his person in order to bid, bidder will not be permitted to leave the sale and return with deposit funds. Notice is hereby given that a Schedule of Distribution will be filed by me on the thirtieth day after the date of sale, and that distribution will be made in accordance with the Schedule unless exemptions are filed thereto within ten (10) days thereafter. Purchaser must furnish State Realty Transfer Tax Stamps, and stamps required by the local taxing authority. Marshal's costs, fees and commissions are to be borne by seller. Michael Baughman, Acting United States Marshal. For additional information, please contact Cathy Diederich at 314-457-5514 or the USDA foreclosure website at [www.resales.usda.gov](http://www.resales.usda.gov).

Aug. 17, 24, 31 and Sept. 7

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**SHERIFF SALES**

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

**SEPTEMBER 21, 2018  
AT 10 A.M.**

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

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

John T. Loomis  
Sheriff of Erie County

Aug. 31 and Sept. 7, 14

**SALE NO. 1**

**Ex. #10802 of 2018  
MARQUETTE SAVINGS  
BANK, Plaintiff  
v.**

**BETTY J. BARTON, Defendant  
DESCRIPTION**

By virtue of a Writ of Execution filed at No. 2018-10802 Marquette Savings Bank vs. Betty J. Barton, owner of property situate in the Township of Millcreek, Erie County, Pennsylvania being: 4463 South Park Lane, Erie, Pennsylvania. Being Unit 4463 with a proportionate undivided percentage and interest in the Common Element as 3.02%  
Assessment Map Number: (33) 56-242-99.63

Assessed Value Figure: \$60,900.00  
Improvement Thereon: Residence  
Eugene C. Sundberg, Jr., Esq.  
Marsh Spaeder Baur Spaeder  
& Schaaf, LLP  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

Aug. 31 and Sept. 7, 14

**SALE NO. 2**

**Ex. #31006 of 2018  
PAUL J. CONSIDINE, Plaintiff  
v.**

**ERIE MAENNERCHOR,  
Defendant  
DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2018-31006, Paul J. Considine vs. Erie Maennerchor, owner of property situated in City of Erie, Erie County, Pennsylvania being 1607 State Street, Erie, Pennsylvania 16501  
2.0455 acres  
Assessment Map Number: (15) 2005-205  
Assessed Value Figure: \$498,700.00  
Improvement Thereon: Social Hall  
Nicholas R. Pagliari  
Pa. Supreme Court ID No. 87877  
MacDONALD, ILLIG, JONES & BRITTON LLP  
100 State Street, Suite 700  
Erie, Pennsylvania 16507-1459  
(814) 870-7754  
Attorneys for Plaintiff  
Paul J. Considine

Aug. 31 and Sept. 7, 14

**SALE NO. 3**

**Ex. #10272 of 2018  
KeyBank, N.A., s/b/m to First  
Niagara Bank, N.A., Plaintiff  
v.**

**Jeffrey M. Collins, Defendant  
DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2018-10272, KeyBank, N.A., s/b/m to First Niagara Bank, N.A. vs. Jeffrey M. Collins, owner(s) of property situated in North East Township, Erie County, Pennsylvania being 3025 South Brickyard Road, North East, PA 2,818 square feet/.01552 acres  
Assessment Map number: 37020069000200  
Assessed Value figure: 169,390.00

Improvement thereon: single family dwelling and related improvements  
Kelly L. Eberle, Esquire  
P.O. Box 215  
Perkasie, PA 18944  
215-257-6811

Aug. 31 and Sept. 7, 14

**SALE NO. 4**

**Ex. #11141 of 2018  
BAYVIEW LOAN SERVICING,  
LLC, A DELAWARE LIMITED  
LIABILITY COMPANY,  
Plaintiff**

**v.  
LORETHA JOHNSON,  
Defendant(s)  
DESCRIPTION**

All that certain piece or parcel of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania, being Lot No. 52 of the Homeowner's Subdivision. A plot of said subdivision being recorded in Erie County Map Book 8, at page 3, and re-recorded in Map Book 8, at page 20. Having erected thereon premises commonly known as 2425 Woodlawn Avenue, Erie, Pennsylvania, Index No. 5168-214. Under and subject, nevertheless, to certain restrictions and conditions as appear of record in Erie County Deed Book 1048, at page 45. And further under and subject to all easements as shown upon the map of said subdivision as recorded in the Office of the Recorder of Deeds for Erie County. Further, subject to all restrictions, rights-of-way, building lines, leases and oil and gas leases of record and to all easements and rights-of-way visible and discoverable upon inspection of the premises.

PARCEL NUMBER: 18-051-0680-21400  
PROPERTY ADDRESS: 2425 Woodlawn Avenue, Erie, PA 16510  
KML Law Group, P.C.  
Attorney for Plaintiff  
Suite 5000 - BNY Independence Center, 701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

Aug. 31 and Sept. 7, 14

**SALE NO. 5**  
**Ex. #10097 of 2018**  
**NATIONSTAR MORTGAGE**  
**LLC D/B/A MR COOPER,**  
**Plaintiff**  
**v.**  
**CHRISTINA A. OLA AKA**  
**CHRISTINA OLA, Defendant(s)**  
**DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania, being part of Lot No. 799, being bounded and described as follows, to-wit:-

BEGINNING at a point in the East line of Walnut Street, 40 feet South line of Ninth Street; THENCE Eastwardly parallel with Ninth Street, 82.5 feet; THENCE Southwardly parallel with Walnut Street, 33 feet; THENCE Westwardly parallel with Ninth Street, 82.5 feet to the East line of Walnut Street; THENCE Northwardly by and along the East line of Walnut Street, 33 feet to the place of beginning.

HAVING erected thereon a 2-story frame dwelling with detached storage building, being commonly known as 905 Walnut Street, Erie, PA 16502.

BEING IDENTIFIED AS INDEX NO. (16) 3025-123.

PROPERTY ADDRESS: 905 Walnut Street, Erie, PA 16502  
 KML Law Group, P.C.  
 Attorney for Plaintiff

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

Aug. 31 and Sept. 7, 14

**SALE NO. 6**  
**Ex. #10378 of 2018**  
**PENNSYLVANIA HOUSING**  
**FINANCE AGENCY, Plaintiff**  
**v.**  
**LEANN STRAIGHT, Defendant**  
**DESCRIPTION**

By virtue of a Writ of Execution No. 2018-10378, PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. LEANN STRAIGHT, Defendant  
 Real Estate: 93 CLINTON

STREET, NORTH EAST, PA 16428  
 Municipality: Borough of North East  
 Erie County, Pennsylvania  
 Dimensions: 33 x 165  
 See Instrument: 2012-018193  
 Tax I.D. (35) 7-53-5  
 Assessment: \$26,600 (Land)  
 \$46,900 (Bldg)  
 Improvement thereon: a residential dwelling house as identified above  
 Leon P. Haller, Esquire  
 Purcell, Krug & Haller  
 1719 North Front Street  
 Harrisburg, PA 17104  
 (717) 234-4178

Aug. 31 and Sept. 7, 14

**SALE NO. 7**  
**Ex. #10375 of 2018**  
**PENNSYLVANIA HOUSING**  
**FINANCE AGENCY, Plaintiff**  
**v.**  
**AMY M. TAYLOR, Defendant**  
**DESCRIPTION**

By virtue of a Writ of Execution No. 2018-10375, PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. AMY M. TAYLOR, Defendant

Real Estate: 3503 STATION ROAD, ERIE, PA 16510

Municipality: Harborcreek Township

Erie County, Pennsylvania  
 Dimensions: 1.32 acre

See Instrument 2015-025126  
 Tax I.D. (27) 53-213-5

Assessment: \$41,500 (Land)  
 \$37,510 (Bldg)

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

Aug. 31 and Sept. 7, 14

**SALE NO. 8**  
**Ex. #11040 of 2018**  
**The Huntington National Bank,**  
**Plaintiff**  
**v.**  
**David M. Desimone, AKA David**  
**M. DeSimone, Defendant**  
**DESCRIPTION**

By virtue of a Writ of Execution file to No. 2018-11040, The

Huntington National Bank vs. David M. Desimone, AKA David M. DeSimone, owner(s) of property situated in The Township of Millcreek, County of Erie, Commonwealth of Pennsylvania being 3613 Amherst Road, Erie, PA 16506  
 1104 SQFT  
 Assessment Map Number: 33077336000100  
 Assessed Value figure: \$91,000.00  
 Improvement thereon: Single Family Dwelling  
 Kimberly J. Hong, Esquire  
 Manley Deas Kochalski LLC  
 P.O. Box 165028  
 Columbus, OH 43216-5028  
 614-220-5611

Aug. 31 and Sept. 7, 14

**SALE NO. 9**  
**Ex. #10655 of 2018**  
**Wells Fargo Bank, N.A., Plaintiff**  
**v.**  
**Donald J. Heath, Jr., AKA,**  
**Donald J. Heath, as Co-Executor**  
**of the Estate of Donald J. Heath,**  
**Sr., AKA Donald J. Heath;**  
**Irene Rubay, as Co-Executor of**  
**the Estate of Donald J. Heath,**  
**Sr., AKA Donald J. Heath,**  
**Defendants**  
**DESCRIPTION**

By virtue of a Writ of Execution file to No. 2018-10655, Wells Fargo Bank, N.A. vs. Donald J. Heath, Jr., AKA Donald J. Heath, as Co-Executor of the Estate of Donald J. Heath, Sr., AKA Donald J. Heath; Irene Rubay, as Co-Executor of the Estate of Donald J. Heath, Sr., AKA Donald J. Heath, owner(s) of property situated in The City of Erie, County of Erie, Commonwealth of Pennsylvania being 822 West 5th Street, Erie, PA 16507  
 0.1553

Assessment Map Number: 17040026021800

Assessed Value figure: \$69,370.00  
 Improvement thereon: Single Family Dwelling  
 Kimberly J. Hong, Esquire  
 Manley Deas Kochalski LLC  
 P.O. Box 165028  
 Columbus, OH 43216-5028  
 614-220-5611

Aug. 31 and Sept. 7, 14

**SALE NO. 10**

**Ex. #11301 of 2017**

**EMC Mortgage LLC formerly known as EMC Mortgage Corporation, Plaintiff**

v.

**Roderick M. Jones, Defendant**

**DESCRIPTION**

By virtue of a Writ of Execution file to No. 2017-11301, EMC Mortgage LLC formerly known as EMC Mortgage Corporation vs. Roderick M. Jones, owner(s) of property situated in The City of Erie, County of Erie, Commonwealth of Pennsylvania being 826 Brown Avenue, Erie, PA 16502

1762 Square Feet

Assessment Map Number: 19060021031000

Assessed Value figure: \$79,990.00 Improvement thereon: Single Family Dwelling

Kimberly J. Hong, Esquire Manley Deas Kochalski LLC

P.O. Box 165028

Columbus, OH 43216-5028

614-220-5611

Aug. 31 and Sept. 7, 14

**SALE NO. 11**

**Ex. #13110 of 2017**

**U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust 2007-WFHE2, Asset-Backed Pass-Through Certificates, Series 2007-WFHE2, Plaintiff**

v.

**Melissa McClaren; Laurel Bundy-McClaren, AKA Laurel Bundy McClaren, AKA Laurel Alyson Bundy-McClaren, Defendants**

**DESCRIPTION**

By virtue of a Writ of Execution file to No. 2017-13110, U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust 2007-WFHE2, Asset-Backed Pass-Through Certificates, Series 2007-WFHE2 vs. Melissa McClaren; Laurel Bundy-McClaren, AKA Laurel Bundy McClaren, AKA Laurel Alyson Bundy-McClaren, owner(s) of property situated in The Township of Millcreek, County of Erie, Commonwealth of Pennsylvania being 806 West

Arlington Road, Erie, PA 16509  
1523  
Assessment Map Number: 33101455000300  
Assessed Value figure: \$114,640.00  
Improvement thereon: Single Family Dwelling  
Kimberly J. Hong, Esquire  
Manley Deas Kochalski LLC  
P.O. Box 165028  
Columbus, OH 43216-5028  
614-220-5611  
Aug. 31 and Sept. 7, 14

**SALE NO. 12**

**Ex. #11106 of 2018**

**DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee for MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-HE7, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-HE7, Plaintiff**

v.

**JASON A. COLLINS, Defendant(s)**

**DESCRIPTION**

ALL THAT CERTAIN LOT OF LAND SITUATE IN TOWNSHIP OF MILLCREEK, ERIE COUNTY, PENNSYLVANIA:

BEING KNOWN AS 3039 West 25th Street, Erie (Millcreek Township), PA 16506-2327

PARCEL NUMBER: 33070216001000

IMPROVEMENTS: Residential Property

Elizabeth L. Wassall, Esq.  
PA ID 77788

Attorney for Plaintiff  
Udren Law Offices, P.C.

Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200

Cherry Hill, NJ 08003-3620  
856-669-5400  
Aug. 31 and Sept. 7, 14

**SALE NO. 13**

**Ex. #11757 of 2017**

**Federal National Mortgage Association ("Fannie Mae"), Plaintiff**

v.

**Charles M. Shumac, Defendant**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 11757-17, Federal National Mortgage Association

("Fannie Mae") v. Charles M. Shumac, Owner(s) of property situated in City of Erie, Erie County, Pennsylvania, being 2014 Wagner Avenue, Erie, PA 16510

All that certain piece or parcel of land situate in the City of Erie, County of Erie, and Commonwealth of Pennsylvania, being Lot NO. Six and one-half (6-1/2) in the H. E. WAGNER SUBDIVISION as recorded in Map Book 2, page 7, in the Office of the Recorder of Deeds of Erie County, Pennsylvania, having erected thereon a dwelling house known as 2014 Wagner Avenue, Erie, Pennsylvania. Being part of the same premises conveyed to the party of the first part by deed dated and recorded July 19, 1974 in Erie County Deed Book 1124 page 461.

First parties have no actual knowledge of any hazardous waste, as defined in Act No. 1980-97, of the Commonwealth of Pennsylvania, having been or which is presently being disposed on or about the property described in this deed.

Assessment Map number: 18-051-039.0-206.00

Assessed Value figure: \$55,640.00 Improvement thereon: Residential Dwelling

MARTHAE. VONROSENSTIEL, P.C.  
Martha E. Von Rosenstiel, Esq / No 52634

Heather Riloff, Esq / No 309906  
Tyler J. Wilk, Esq / No 322247

649 South Ave, Ste 7  
Secane, PA 19018

(610) 328-2887  
Aug. 31 and Sept. 7, 14

**SALE NO. 14**

**Ex. #10099 of 2015**

**Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust as Owner Trustee of the Residential Credit Opportunities Trust V, Plaintiff**

v.

**Lorie L. Hansen, Defendant**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 10099-15, Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust as Owner Trustee of the Residential Credit Opportunities



Trust V vs. Lorie L. Hansen, owners of property situated in Erie City, Erie County, Pennsylvania being 3121 Hazel Street, Erie, PA 16508 1,320 Square Feet/0.0727 Acres Assessment Map number: 19060044025000 Assessed Value figure: 66,460.00 Improvement thereon: Residential Dwelling Roger Fay, Esquire 1 E. Stow Road Marlton, NJ 08053 (856) 482-1400

Aug. 31 and Sept. 7, 14

**SALE NO. 15**

**Ex. #12814 of 2017**  
**Nationstar Mortgage LLC d/b/a**  
**Champion Mortgage Company,**  
**Plaintiff**

v.

**Kevin M. Carter, in His Capacity**  
**as Heir of Rose A. Carter,**  
**Deceased, Lindsay Coccarelli, in**  
**Her Capacity as Heir of Rose A.**  
**Carter, Deceased, Lynn Marie**  
**Scheffner, in Her Capacity as**  
**Heir of Rose A. Carter, Deceased,**  
**Unknown Heirs, Successors,**  
**Assigns, and All Persons, Firms,**  
**or Associations Claiming Right,**  
**Title or Interest From or Under**  
**Rose A. Carter, a/k/a Rose**  
**Orlando Carter, Deceased,**  
**Defendant(s)**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 12814-17, Nationstar Mortgage LLC d/b/a Champion Mortgage Company vs. Kevin M. Carter, in His Capacity as Heir of Rose A. Carter, Deceased, Lindsay Coccarelli, in Her Capacity as Heir of Rose A. Carter, Deceased, Lynn Marie Scheffner, in Her Capacity as Heir of Rose A. Carter, Deceased, Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Rose A. Carter a/k/a Rose Orlando Carter, Deceased Amount Due: \$97,715.94 Kevin M. Carter, in His Capacity as Heir of Rose A. Carter, Deceased, Lindsay Coccarelli, in Her Capacity as Heir of Rose A. Carter, Deceased, Lynn Marie

Scheffner, in Her Capacity as Heir of Rose A. Carter, Deceased, Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Rose A. Carter a/k/a Rose Orlando Carter, Deceased, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 3412 Greengarden Boulevard, Erie, PA 16508-2241

Dimensions: 65 X 150  
 Acreage: .2238  
 Assessment Map number: 19061044020700  
 Assessed Value: \$77,700.00  
 Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Aug. 31 and Sept. 7, 14

**SALE NO. 16**

**Ex. #11049 of 2018**  
**U.S. Bank National Association**  
**s/b/m to U.S. Bank National**  
**Association nd, Plaintiff**

v.

**Lakeya T. Duck, Craig Duck,**  
**Defendant(s)**  
**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 11049-18, U.S. Bank National Association s/b/m to U.S. Bank National Association nd vs. Lakeya T. Duck, Craig Duck Amount Due: \$36,099.80 Lakeya T. Duck, Craig Duck, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 2510 Perry Street, Erie, PA 16503-2267 Dimensions: 30 X 60 Assessment Map number: 185035105 Assessed Value: \$32,300.00 Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Aug. 31 and Sept. 7, 14

**SALE NO. 18**

**Ex. #14273 of 2008**  
**U.S. Bank National Association**  
**as Successor Corporate Trustee**  
**to Wachovia Bank, N.A. as**  
**Aforesaid and Not Individually,**  
**Plaintiff**

v.

**Kimberly S. Raup, Vaughn L.**  
**Raup, Defendant(s)**  
**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2008-14273, U.S. Bank National Association as Successor Corporate Trustee to Wachovia Bank, N.A. as Aforesaid and Not Individually vs. Kimberly S. Raup, Vaughn L. Raup Amount Due: \$187,908.06 Kimberly S. Raup, Vaughn L. Raup, owner(s) of property situated in WASHINGTON TOWNSHIP, Erie County, Pennsylvania being 5448-5450 Linden Avenue, Edinboro, PA 16412-1437 Dimensions: 111.41 X 107.48 IRR Assessment Map number: 45016029000300 Assessed Value: \$195,900.00 Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Aug. 31 and Sept. 7, 14

**SALE NO. 19**

**Ex. #10987 of 2018**  
**The Bank of New York**  
**Mellon fka The Bank of**  
**New York as Trustee for The**  
**Certificateholders of Cwabs, Inc.,**  
**Asset Backed Certificates, Series**  
**2004-Bc4, Plaintiff**

v.

**Trish A. Straughn, Jason D.**  
**Smith, Defendant(s)**  
**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2018-10987, The Bank of New York Mellon fka The Bank of New York as Trustee for The Certificateholders of Cwabs, Inc., Asset Backed Certificates, Series 2004-Bc4 vs. Trish A. Straughn, Jason D. Smith Amount Due: \$163,589.00

Trish A. Straughn, Jason D. Smith, owner(s) of property situated in MILLCREEK TOWNSHIP, Erie County, Pennsylvania being 3403 Pacific Avenue, Erie, PA 16506-3526

Dimensions: 50 X 172.50  
Acreage: 0.1980  
Assessment Map number: 33-074-318.0-001.00

Assessed Value: \$93,700.00  
Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814  
(215) 563-7000

Aug. 31 and Sept. 7, 14

**SALE NO. 20**

**Ex. #10940 of 2018**

**Citibank, N.A., Not in Its Individual Capacity, But Solely as Trustee of Nrz Pass-Through Trust VI, Plaintiff**

v.

**Melvin M. Thomas, Defendant(s)**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 10940-18, Citibank, N.A., Not in Its Individual Capacity, But Solely as Trustee of Nrz Pass-Through Trust VI vs. Melvin M. Thomas

Amount Due: \$45,365.02  
Melvin M. Thomas, owner(s) of property situated in CORRY CITY, Erie County, Pennsylvania being 303 Wayne Street, Corry, PA 16407-1309

Dimensions: 49.1 X 143.97  
Acreage: 0.1575  
Assessment Map number: 06-021-027.0-005.00

Assessed Value: \$58,280.00  
Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814  
(215) 563-7000

Aug. 31 and Sept. 7, 14

**SALE NO. 21**

**Ex. #10241 of 2018**

**PENNYMAC LOAN SERVICES, LLC, Plaintiff**

v.

**CHRISTOPHER T. HILBRICH, Defendant**

**DESCRIPTION**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF ERIE, COUNTY OF ERIE AND COMMONWEALTH OF PENNSYLVANIA.

BEING KNOWN AS: 4212 ROXANNA DRIVE, ERIE, PA 16510

PARCEL # 18052060051800  
Improvements: Residential Dwelling.

POWERS KIRN & ASSOCIATES, LLC  
Matthew J. McDonnell, Esquire  
Id. No. 313549

Attorneys for Plaintiff  
Eight Neshaminy Interplex  
Suite 215

Trevoise, PA 19053  
(215) 942-2090

Aug. 31 and Sept. 7, 14

**SALE NO. 22**

**Ex. #10830 of 2018**

**PENNYMAC LOAN SERVICES, LLC, Plaintiff**

v.

**WILLIAM B. SZYPLIK, Defendant**

**DESCRIPTION**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE FIRST WARD OF THE CITY OF CORRY, ERIE COUNTY, PENNSYLVANIA.

BEING KNOWN AS: 324 S. CENTER STREET, CORRY, PA 16407

PARCEL # 05-032-166.0-018.00  
Improvements: Residential Dwelling.

POWERS KIRN & ASSOCIATES, LLC  
Matthew J. McDonnell, Esquire  
Id. No. 313549

Attorneys for Plaintiff  
Eight Neshaminy Interplex  
Suite 215

Trevoise, PA 19053  
(215) 942-2090

Aug. 31 and Sept. 7, 14

**SALE NO. 23**

**Ex. #11062 of 2018**

**Carrington Mortgage Services, LLC, Plaintiff**

v.

**Amy J. Harris & Kenneth D. Harris, Defendants**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2018-11062, Carrington Mortgage Services, LLC, Plaintiff vs. Amy J. Harris & Kenneth D. Harris, owner(s) of property situated in Erie County, Pennsylvania being 1631 West 40th Street, Erie, PA 16509.

Assessment Map Number: 19061072010600

Assessed Value Figure: \$104,800  
Improvement thereon: Single Family Home -1349 sq. ft.

Richard M. Squire & Associates, LLC  
Bradley J. Osborne, Esq.  
(PA I.D. #312169)

115 West Avenue, Suite 104  
Jenkintown, PA 19046  
215-886-8790

Aug. 31 and Sept. 7, 14

**SALE NO. 24**

**Ex. #11172 of 2018**

**Bayview Loan Servicing, LLC, a Delaware Limited Liability Company, Plaintiff**

v.

**Ronald J. Haggerty, Jr., Defendant**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2018-11172, Bayview Loan Servicing, LLC, a Delaware Limited Liability Company vs. Ronald J. Haggerty, Jr., owner(s) of property situated in Township of Millcreek, Erie County, Pennsylvania being 2342 W 32nd Street, Erie, PA 16506

0.1357  
Assessment Map number: 33-073-302.0-014.00

Assessed Value figure: \$61,900.00  
Improvement thereon: a residential dwelling

Daniel T. Lutz, Esquire  
Shapiro & DeNardo, LLC  
Attorney for Movant/Applicant

3600 Horizon Drive, Suite 150  
King of Prussia, PA 19046  
(610) 278-6800

Aug. 31 and Sept. 7, 14

**SALE NO. 25**

**Ex. #11186 of 2018**

**Nationstar Mortgage LLC d/b/a  
Mr. Cooper, Plaintiff**

**v.**

**Alexandra M. Laughlin and  
Patrick T. Laughlin, Defendants**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2018-11186, Nationstar Mortgage LLC d/b/a Mr. Cooper vs. Alexandra M. Laughlin and Patrick T. Laughlin, owner(s) of property situated in Township of Millcreek, Erie County, Pennsylvania being

4063 Holly Rue, Erie, PA 16506  
0.3711

Assessment Map number: 33-63-356-1

Assessed Value figure: \$121,540.00  
Improvement thereon: a residential dwelling

Katherine M. Wolf, Esquire  
Shapiro & DeNardo, LLC  
Attorney for Movant/Applicant  
3600 Horizon Drive, Suite 150  
King of Prussia, PA 19406  
(610) 278-6800

Aug. 31 and Sept. 7, 14

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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**

**BIONDI, CRAIG R.,  
deceased**

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

*Administrator:* Richard P. Biondi, 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

**BURROWS, MARGARET E.,  
deceased**

Late of the Township of Cherry Tree, County of Crawford and Commonwealth of Pennsylvania

*Executor:* Ronald B. Burrows, c/o Schroeck and Associates, LLC, 117 West 7th Street, Erie, PA 16507  
*Attorney:* George M. Schroeck, Esq., Schroeck and Associates, LLC, 117 West 7th Street, Erie, PA 16507

**FRANZ, CYNTHIA A., a/k/a  
CYNTHIA FRANZ a/k/a  
CYNTHIA ANN FRANZ,  
deceased**

Late of the City of Erie, County of Erie and State of Pennsylvania  
*Executor:* Eric Michael Franz, 427 Sybil Drive, Erie, PA 16505  
*Attorney:* Ronald J. Susmarski, Esq., 4030 West Lake Road, Erie, PA 16505

**KENNEDY, JEANNE A.,  
deceased**

Late of City of Erie  
*Executrix:* Kathlyne Kennedy Beer, c/o 246 West 10th Street, Erie, PA 16501  
*Attorney:* Evan E. Adair, Esq., 246 West 10th Street, Erie, PA 16501

**LOMBARDOZZI, MARY A.,  
deceased**

Late of the City of Erie, County of Erie and State of Pennsylvania  
*Executor:* Mary T. Carroll, 5 Kellogg Street, Erie, PA 16508  
*Attorney:* Ronald J. Susmarski, Esq., 4030 West Lake Road, Erie, PA 16505

**REKITT, SANDRA L.,  
deceased**

Late of the Borough of Wesleyville, Erie County  
*Executor:* Jeffrey Gross  
*Attorney:* William J. Kelly, Jr., Esq., 230 West 6th Street, Suite 201, Erie, PA 16507

**STEVENSON, THELMA P.,  
deceased**

Late of the Borough of Union City, County of Erie, Commonwealth of Pennsylvania  
*Executrix:* Connie Warthman, 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

**ZIELINSKI, RONALD M.,  
deceased**

Late of the City of Erie, County of Erie, Pennsylvania  
*Executrix:* Clearistene Zielinski, 1808 Chestnut St., Erie, PA 16502  
*Attorney:* None

**SECOND PUBLICATION**

**AMOND, CATHERINE E.,  
deceased**

Late of the City of Erie, Erie County, Commonwealth of Pennsylvania  
*Executor:* Charles R. Amond, 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

**BLISS, ANNETTE R.,  
deceased**

Late of the Township of McKean, County of Erie, Commonwealth of PA  
*Executor:* Robert H. Bliss, Jr., c/o 504 State Street, Suite 200, Erie, PA 16501  
*Attorney:* Richard E. Filippi, Esquire, 504 State Street, Suite 200, Erie, PA 16501

**CHAPMAN, EDGAR B., a/k/a  
EDGAR BENJAMIN CHAPMAN,  
deceased**

Late of Harborcreek Township, Erie County, Commonwealth of Pennsylvania  
*Executor:* Dennis E. Chapman, c/o Frances A. McCormick, Esq., 120 West Tenth Street, Erie, PA 16501  
*Attorney:* Frances A. McCormick, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**EBERLIN, FLORENCE F.,  
deceased**

Late of the Township of Harborcreek, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Richard D. Eberlin, 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

**LUNDGREN, MARIAN H.,  
deceased**

Late of City of Erie  
*Executor:* Melvin E. Lundgren,  
 c/o 246 West 10th Street, Erie,  
 PA 16501  
*Attorney:* Evan E. Adair, Esq., 246  
 West 10th Street, Erie, PA 16501

**OLSON, EMELYN D.,  
deceased**

Late of Erie County, North East,  
 PA  
*Co-Executors:* John A. Olson and  
 Portia L. Harris, 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

**PRUZENSKI, GLEN J.,  
deceased**

Late of City of Erie  
*Administrator:* Karen A. Wagner,  
 11818 Silverthorn Road, Edinboro,  
 PA 16412  
*Attorney:* David J. Mack, Esquire,  
 510 Parade Street, Erie, PA 16507

**WAY, DANIEL L.,  
deceased**

Late of the City of Corry, Erie  
 County, Pennsylvania  
*Administratrix:* Cody Mora, 3  
 Market Street, Corry, PA 16407  
*Attorney:* William E. Barney,  
 Esquire, 200 N. Center St., Corry,  
 PA 16407

**WILLIAMS, SHIRLEY LOUISE,  
a/k/a SHIRLEY L. WILLIAMS,  
deceased**

Late of the City of Erie, County  
 of Erie, and Commonwealth of  
 Pennsylvania  
*Executrix:* Cathy Ann Durst,  
 c/o Quinn, Buseck, Leemhuis,  
 Toohey & Kroto, Inc., 2222 West  
 Grandview Blvd., Erie, PA 16506  
*Attorney:* Melissa L. Larese,  
 Esq., Quinn, Buseck, Leemhuis,  
 Toohey & Kroto, Inc., 2222 West  
 Grandview Blvd., Erie, PA 16506

**ZALEWSKI, ALICE M.,  
deceased**

Late of Summit Township, Erie  
 County, Commonwealth of  
 Pennsylvania  
*Executor:* James R. Zalewski, 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

**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:

**GRIFFIN, COLLEEN E., a/k/a  
KATHALEEN ELLEN GRIFFIN,  
deceased**

Late of the City of Erie, County  
 of Erie and Commonwealth of  
 Pennsylvania  
*Successor Trustee:* Dean P. Zeller,  
 624 West Arlington Road, Erie, PA  
 16509-2208  
*Attorneys:* MacDonald, Illig, Jones  
 & Britton LLP, 100 State Street,  
 Suite 700, Erie, Pennsylvania  
 16507-1459

**THIRD PUBLICATION****DIETZ, DOLORES M.,  
deceased**

Late of Erie County, Harborcreek,  
 PA  
*Co-Executors:* Eileen Pfeiffer and  
 Sheryl Ramsdell, 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

**HAMMOND, H. JAMES, a/k/a  
HOWARD JAMES HAMMOND,  
II, a/k/a H. J. HAMMOND,  
deceased**

Late of Concord Township, Erie  
 County, Pennsylvania  
*Executrix:* Anita L. Baker, a/k/a  
 Anita H. Baker, 17290 Route 89,  
 Corry, PA 16407  
*Attorney:* Gary J. Heim, Esquire,  
 Mette, Evans & Woodside, 3401  
 North Front Street, Harrisburg, PA  
 17110-0950

**HOLLARN, JEAN E.,  
deceased**

Late of City of Erie, County of Erie  
*Co-Executors:* Michael J. Hollarn,  
 5516 Frederick Drive, Erie, PA  
 16510 and Thomas P. Hollarn, 85  
 Eaton Drive, North East, PA 16428  
*Attorney:* Kari A. Froess, Esquire,  
 CARNEY & GOOD, 254 West  
 Sixth Street, Erie, Pennsylvania  
 16507

**KECK, FREDERICK W.,  
deceased**

Late of the City of Erie, Erie  
 County, PA  
*Executor:* Cathy M. Lojewski, c/o  
 3209 East Avenue, Erie, PA 16504  
*Attorney:* Cathy M. Lojewski,  
 Esq., 3209 East Avenue, Erie,  
 PA 16504

**MARKS, KIM LOUISE, a/k/a  
KIM L. MARKS,  
deceased**

Late of the City of Erie, Erie  
 County, PA  
*Executor:* Erin A. Blashock, c/o  
 3209 East Avenue, Erie, PA 16504  
*Attorney:* Cathy M. Lojewski,  
 Esq., 3209 East Avenue, Erie,  
 PA 16504

**McGARRY, ROSE M.,  
deceased**

Late of City of Erie  
*Executor:* Todd P. McGarry, 921  
 Grant Avenue, Erie, PA 16505  
*Attorney:* Michael A. Fetzner,  
 Knox McLaughlin Gornall &  
 Sennett, P.C., 120 West Tenth  
 Street, Erie, PA 16501

**METZLER, JEANETTE MARIE,  
a/k/a JEANETTE MURPHY, a/k/a  
JEANETTE M. METZLER,  
deceased**

Late of City of Erie  
*Executor:* Damian Murphy, 2661  
 Hazel Street, Erie, PA 16508  
*Attorney:* None

**OSBORN, GORDON A.,  
deceased**

Late of the Township of Millcreek,  
 County of Erie and Commonwealth  
 of Pennsylvania  
*Executor:* Stephen D. Osborn  
*Attorney:* Thomas J. Minarcik,  
 Esquire, ELDERKIN LAW FIRM,  
 150 East 8th Street, Erie, PA 16501

**RAHAL, WAJEEH KHALIL,  
a/k/a WAJEEH K. RAHAL,  
deceased**

Late of North East Township, Erie  
 County, Pennsylvania  
*Executrix:* Celeena J. Mooney,  
 8200 Bort Rd., P.O. Box 162,  
 North East, PA 16428  
*Attorney:* None

**SKRZYPCZAK, GENEVIEVE  
E., a/k/a GENEVIEVE  
SKRZYPCZAK,  
deceased**

Late of Township of Millcreek,  
 Erie County, Commonwealth of  
 Pennsylvania  
*Executrix:* Judith Bekeny, 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

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**CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS**

**RAYMOND A. PAGLIARI** .....814-450-3865  
217 Anderson Drive  
Erie, PA 16509 ..... *attypags@msn.com*

**MATTHEW W. FUCHS** .....814-870-2619  
100 Erie Insurance Place .....(f) 814-870-2010  
Erie, PA 16530 .....*matthew.fuchs@erieinsurance.com*

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