

02-1726-CD

MARTHA J. LISIK

vs. COOPER TOWNSHIP MUNICIPAL AUTH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,  
Plaintiff

vs

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

No. 2002-1726-CV

**COMPLAINT IN TRESPASS**

Filed on behalf of

Plaintiff

Counsel of Record for  
this Party:

Carl A. Belin, Jr.  
Attorney-At-Law  
Pa. I.D. 06805

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**FILED**

NOV 04 2002

0/3:40/w  
William A. Shaw  
Prothonotary

4 cert. to App

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,  
Plaintiff

vs

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

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No.

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Market & Second Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 1300

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,  
Plaintiff

vs

No.

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

**COMPLAINT IN TRESPASS**

NOW COMES the Plaintiff, MARTHA J. LISIK, by and through her attorneys, Belin & Kubista, and sets forth the following Complaint in Trespass and in support thereof would aver as follows:

1. That Plaintiff is Martha J. Lisik of P.O. Box 162, Winburne, Pennsylvania.
2. That Defendant is Cooper Township Municipal Authority, a municipal corporation, created under the laws of the Commonwealth of Pennsylvania with an office and place of business at P.O. Box 644, Winburne, Pennsylvania.
3. That Plaintiff is the life tenant of property located in Cooper Township, Clearfield County, Pennsylvania, more particularly described in Clearfield County Deed and Record Book Volume 531, Page 589 and as reserved in Clearfield County Deed and Record Book Volume 1613, Page 412.
4. That Defendant entered upon Plaintiff's land without her permission to install and remove sewage collection and wastewater treatment lines.
5. That Plaintiff never signed the right of way agreement giving her consent to the Defendants to acquire an easement on her property.

I verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A Section 4904, relating to unsworn falsification to authorities.

Nov 4 2002  
Date

Martha J. Lisik  
Martha J. Lisik

William A. Shaw  
Prothonotary

NOV 04 2002

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,  
Plaintiff

vs

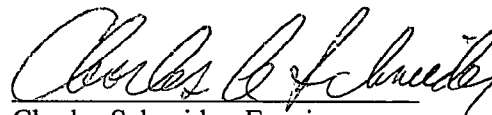
COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

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:

No. 02-1726-CD

ACCEPTANCE OF SERVICE

I accept service of the Complaint in Trespass on behalf of Defendant, Cooper  
Township Municipal Authority, and certify that I am authorized to do so.



Charles Schneider, Esquire  
1315 South Allen Street, Suite 302  
State College, PA 16801

Date:

11/6/02

**FILED**

NOV 07 2002

William A. Shaw  
Prothonotary

**FILED** *NRc*  
*MB-012:48-84*  
NOV 07 2002

William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,

Plaintiff

v.

COOPER TOWNSHIP MUNICIPAL,  
AUTHORITY

Defendant

No. 2002-1726-CD

**NOTICE TO PLEAD**

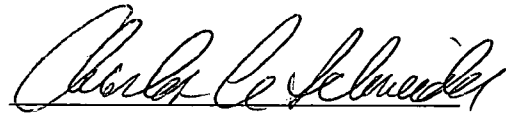
(Pa.R.C.P. 1361)

TO: MARTHA J. LISIK

You are hereby notified to file a written response to this NEW MATTER within twenty (20) days from service hereof or a judgment may be entered against you.

Date:

11/25/02



Charles A. Schneider, Esquire

Attorney for Defendant

Attorney ID #06780

The Mazza Law Group, P.C.

1315 South Allen Street, Suite 302

State College, PA 16801

Telephone: (814) 237-6255

Facsimile: (814) 237-5752

Email: [schneider@mazzalaw.com](mailto:schneider@mazzalaw.com)

FILED

NOV 25 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,	:	
Plaintiff	:	
	:	
v.	:	No. 2002-1726-CD
	:	
COOPER TOWNSHIP MUNICIPAL,	:	
AUTHORITY	:	
Defendant	:	

**ANSWER AND NEW MATTER**

**ANSWER**

AND NOW comes the Defendant, by and through its counsel, The Mazza Law Group, P.C., and makes answer to the Plaintiff's Complaint as follows:

1-3. Admitted.

4. It is denied that the Defendant entered upon the Plaintiff's land without her permission to install and remove sewage collection and wastewater treatment lines. To the contrary, the Plaintiff spoke to the Defendant's independent contractor, Greenland Construction Company, and negotiated a re-alignment of the easement to preserve certain trees on her property.

5. Admitted.

6. After reasonable investigation, the Defendant is without knowledge as to the damage done to the Plaintiff's driveway. The same is therefore denied and strict proof is demanded at the time of trial.

7. After reasonable investigation, the Defendant is without knowledge as to whether damages, if any, exceed the arbitration limits in Clearfield County. The same is therefore denied and

strict proof is demanded at the time of trial.

WHEREFORE, Defendant requests your Honorable Court to dismiss the Complaint of the Plaintiff with costs on the Plaintiff.

NEW MATTER

8. Prior to construction of the wastewater treatment system, the Defendant requested the Plaintiff to sign a right-of-way agreement. The Plaintiff refused to do so, saying that her daughters were the owners of the property.

9. The Defendant subsequently entered into right-of-way agreements with the Plaintiff's daughters.

10. The Plaintiff gave implied consent to the entry of the Defendant's contractor upon her land when she requested that the right-of-way be moved so that certain trees on her property would not be destroyed.

WHEREFORE, the Defendant requests your Honorable Court to dismiss the Complaint of the Plaintiff with costs on the Plaintiff.

Respectfully submitted,  
The Mazza Law Group, P.C.

Date: 11/25/02



Charles A. Schneider, Esquire  
Attorney for Defendant  
Attorney ID #06780  
The Mazza Law Group, P.C.  
1315 South Allen Street, Suite 302  
State College, PA 16801  
Telephone: (814) 237-6255  
Facsimile: (814) 237-5752  
Email: [schneider@mazzalaw.com](mailto:schneider@mazzalaw.com)

**VERIFICATION**

PLEADING

I verify that the statements made in this ~~Complaint~~ are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Gary Gable  
CHAIRMAN, CTMA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,

Plaintiff

v.

COOPER TOWNSHIP MUNICIPAL,  
AUTHORITY

Defendant

No. 2002-1726-CD

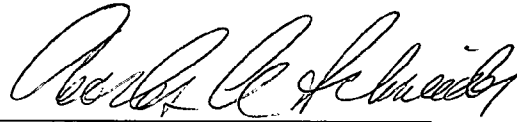
CERTIFICATE OF SERVICE

I hereby certify that on this day, I am serving the foregoing document upon the person and  
in the manner indicated below, which service satisfied the requirements of Pa. R.C.P. 440.

SERVICE BY FIRST CLASS MAIL ADDRESSED AS FOLLOWS:

Carl A. Belin, Jr., Esquire  
Belin & Kubista  
15 North Front Street  
P. O. Box 1  
Clearfield, PA 16830

Date: 11/25/02



Charles A. Schneider, Esquire  
Attorney for Defendant  
Attorney ID #06780  
The Mazza Law Group, P.C.  
1315 South Allen Street, Suite 302  
State College, PA 16801  
Telephone: (814) 237-6255  
Facsimile: (814) 237-5752  
Email: [schneider@mazzalaw.com](mailto:schneider@mazzalaw.com)

**FILED** 2cc

8/11:04 AM  
NOV 25 2002

Atty. Schneiders  
[Signature]

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,  
Plaintiff

vs

No. 02-1726-CD

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

REPLY TO NEW MATTER

REPLY TO NEW MATTER

Now comes the Plaintiff, Martha J. Lisik, by Filed on behalf of attorneys Belin & Kubista, and sets forth the following Reply to New Matter. Plaintiffs support thereof would aver as follows:

8. Paragraph 8 is admitted in part and Counsel of Record for admitted that prior to this Party: construction of the wastewater treatment system, the Defendant requested the Plaintiff to sign a right-of-way agreement. It is denied that Plaintiff's Carl A. Belin, Jr. and his wife were the owners of the property. In any event, the Defendant had no right of way by allegation as to ownership

as the deed setting forth the correct ownership was a public record as it was recorded in the Recorder's Office in Clearfield County.

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

9. Paragraph 9 is admitted.

10. Paragraph 10 is denied that she gave the Defendant or its contractor permission to construct the right-of-way on her property.

**FILED**

DEC 12 2002

William A. Shaw  
Prothonotary

I verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A Section 4904, relating to unsworn falsification to authorities.

12-12-02  
Date

Martha J. Lisik  
Martha J. Lisik



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,  
Plaintiff

vs

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

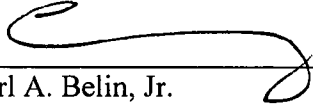
No. 02-1726-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Reply to New Matter in the above captioned matter to the following party by first class, postage prepaid mail on the 12th day of December, 2002:

Charles A. Schneider, Esquire  
The Mazza Law Group, P.C.  
1315 South Allen Street, Suite 302  
State College, PA 16801

BELIN & KUBISTA

  
\_\_\_\_\_  
Carl A. Belin, Jr.  
Attorney for Plaintiff

FILED

*Kings*

DEC 12 2002

012-42 p.m.

William A. Shaw  
Prothonotary

*Ther (3) cc to Kelly*

FILED

MAR 31 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,  
Plaintiff

v.

No. 2002-1726-CD

COOPER TOWNSHIP MUNICIPAL AUTHORITY  
Defendant

**PETITION OF DEFENDANT FOR LEAVE  
TO JOIN ADDITIONAL DEFENDANT**

Defendant Cooper Township Municipal Authority, by undersigned counsel, petitions Your Honorable Court pursuant to Pa. R. C. P. 2253 for an order allowing the joinder of Greenland Construction Company, Inc. as an Additional Defendant in this action, and in support thereof alleges as follows:

1. Plaintiff instituted suit against Defendant Cooper Township Municipal Authority (hereinafter the "Authority"), on November 4, 2002. Service was accepted by Defendant on November 6, 2002.

2. If the allegations of Plaintiff's complaint are proven at trial, Defendant believes and therefore avers that the proposed Additional Defendant Greenland Construction Company, Inc. (hereinafter "Greenland"), is solely liable to Plaintiff, is jointly or severally liable on Plaintiff's cause of action against Defendant or is liable over to Defendant for full indemnity and/or contribution for all such loss, damages and/or court costs as Defendant may suffer as a result of this action.

3. Counsel for the Defendant sent a letter to the proposed Additional Defendant on December 3, 2003 with the proposed Complaint Against Additional Defendant attached. A copy of the letter and attachment is attached hereto as Exhibit "A."

4. The request of the Authority to Greenland to discuss the matter was not answered and the sixty-day period during which joinder could be had as a matter of right, elapsed.

5. The allowance of this Petition will permit the liabilities and rights of the various parties to be heard and determined at the same time, thereby avoiding a multiplicity of cases and fostering judicial economy.

6. The Defendant will be adversely prejudiced by denial of this petition, as he has a good and meritorious action against the proposed Additional Defendant which can be best adjudicated at the same time as Plaintiff's case against the Defendants.

7. The proposed Additional Defendant will not be prejudiced by the joinder in this matter, since the facts which form the basis of liability against him are simple and straightforward. In addition, Defendant in order to minimize any inconvenience to the Additional Defendant will provide copies to him of all discovery materials generated to date.

8. Plaintiff will not be prejudiced by joinder of the proposed Additional Defendant.

WHEREFORE, Defendant Cooper Township Municipal Authority respectfully requests that this Court grant this petition and permit the filing of a Complaint by Defendant against the proposed Additional Defendant Greenland Construction Company, Inc.

Date: 3/26/03



Charles A. Schneider, Esquire  
Attorney for Defendant, CTMA  
Attorney ID #06780  
The Mazza Law Group, P.C.  
1315 South Allen Street, Suite 302  
State College, PA 16801-5923  
Telephone: (814) 237-6255  
Facsimile: (814) 237-5752  
Email: [schneider@mazzalaw.com](mailto:schneider@mazzalaw.com)

# THE MAZZA LAW GROUP, P.C.

ATTORNEYS AT LAW

1315 SOUTH ALLEN STREET, SUITE 302, STATE COLLEGE, PA 16801  
(814) 237-6255 (814) 237-5752 FAX  
www.mazzalaw.com

December 3, 2002

Greenland Construction Company, Inc.  
R D 2 Barrett  
Clearfield, PA 16830

Gentlemen:

I am solicitor for Cooper Township Municipal Authority which has been sued by Martha J. Lisik for damage done to her driveway during the installation of the wastewater system. Mrs. Lisik is claiming that the Authority trespassed on her property in that it did not have a right-of-way agreement from her. This may be irrelevant since she apparently consented to the installation on her property, but I have been advised that you used her driveway to reach other properties thus raising a question of additional damage.

I have prepared a Complaint joining Greenland Construction Company, Inc. as an additional Defendant which I enclose herewith. I have not filed the Complaint but have sixty (60) days from the service of the Lisik Complaint to do so. My hope is that the entire matter can be settled and I ask that you participate in discussions with the Authority and Mrs. Lisik's attorney, Carl Belin, to discuss settlement.

Very truly yours,  
The Mazza Law Group, P.C.



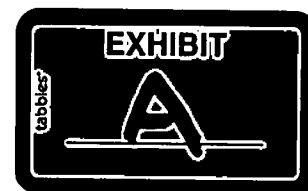
Charles A. Schneider

CAS/cmm

Enclosure

c: Cooper Township Municipal Authority/Gary Gable, Chairman

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,

Plaintiff

v.

COOPER TOWNSHIP MUNICIPAL,  
AUTHORITY

Defendant

v.

GREENLAND CONSTRUCTION  
COMPANY, INC.

Additional Defendant

No. 2002-1726-CD

Type of Case: CIVIL

Type of Pleading:  
COMPLAINT ADDING DEFENDANT

Filed on Behalf of:  
DEFENDANT

Counsel of Record for:  
DEFENDANT

Charles A. Schneider, Esquire  
PA Supreme Court No. 06780

The Mazza Law Group, P.C.  
1315 South Allen Street  
Suite 302  
State College, PA 16801  
Telephone: (814) 237-6255

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,	:	
Plaintiff	:	
	:	
v.	:	No. 2002-1726-CD
	:	
COOPER TOWNSHIP MUNICIPAL,	:	
AUTHORITY	:	
Defendant	:	
	:	
v.	:	
	:	
GREENLAND CONSTRUCTION	:	
COMPANY, INC.	:	
Additional Defendant	:	

**NOTICE TO DEFEND**

TO: GREENLAND CONSTRUCTION COMPANY, INC.

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Centre County Courthouse  
Bellefonte, PA 16823  
(814) 355-6727

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,	:	
Plaintiff	:	
	:	
v.	:	No. 2002-1726-CD
	:	
COOPER TOWNSHIP MUNICIPAL,	:	
AUTHORITY	:	
Defendant	:	
	:	
v.	:	
	:	
GREENLAND CONSTRUCTION	:	
COMPANY, INC.	:	
Additional Defendant	:	

**COMPLAINT OF DEFENDANT COOPER TOWNSHIP MUNICIPAL AUTHORITY**  
**AGAINST ADDITIONAL DEFENDANT**  
**GREENLAND CONSTRUCTION COMPANY, INC.**

AND NOW comes the Defendant, Cooper Township Municipal Authority, by and through its counsel, The Mazza Law Group, P.C., with a Complaint joining an Additional Defendant:

1. The Additional Defendant, Greenland Construction Company, Inc., is a Pennsylvania corporation having an address of R D # 2 Barrett, Clearfield, PA 16830.
2. Plaintiff instituted this action against Defendant alleging damage to her driveway as the result of the installation of a wastewater treatment system. A copy of Plaintiff's Complaint is attached hereto as Exhibit A.
3. According to Plaintiff's Complaint, her driveway was damaged during the laying and installation of the Defendant's wastewater collection system.
4. The Defendant denies that it is responsible for any damage to the Plaintiff's driveway.



If any damage was done to the Plaintiff's driveway, it was the responsibility of the Additional Defendant, Greenland Construction Company, Inc., an independent contractor.

5. If it is judicially determined that the Plaintiff's driveway was damaged, then it is averred that the Additional Defendant is responsible for that damage and that the Additional Defendant is fully liable to the Plaintiff for any and all damage sustained by the Plaintiff, or is jointly or severally liable with Defendant, or liable over to Defendant for indemnification and/or contribution, any and all liability on the part of the Defendant being expressly denied.

WHEREFORE, the Defendant, Cooper Township Municipal Authority, demands:

1. Judgment in its favor together with costs;
2. Judgment that if there is any liability to the Plaintiff, Additional Defendant Greenland Construction Company, Inc. is solely liable to the Plaintiff;
3. In the event that a verdict is recovered by Plaintiff against Defendant, the Defendant may have judgment over and against Additional Defendant Greenland Construction Company, Inc. by way of indemnification and/or contributions for the amount recovered by Plaintiff against the Defendant together with costs.


Respectfully submitted,  
The Mazza Law Group, P.C.

Date: \_\_\_\_\_

\_\_\_\_\_  
Charles A. Schneider, Esquire  
Attorney for Cooper Township Mun Auth  
Attorney ID #06780  
The Mazza Law Group, P.C.  
1315 South Allen Street, Suite 302  
State College, PA 16801  
Telephone: (814) 237-6255  
Facsimile: (814) 237-5752

### VERIFICATION

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
CHAIRMAN, CTMA

Charles A. Schneider, Esquire  
Attorney for Plaintiff  
Attorney ID #06780  
The Mazza Law Group, P.C.  
1315 South Allen Street, Suite 302  
State College, PA 16801  
Telephone: (814) 237-6255  
Facsimile: (814) 237-5752  
Email: [schneider@mazzalaw.com](mailto:schneider@mazzalaw.com)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,  
Plaintiff

vs

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

No. 2002-1726-CO

COMPLAINT IN TRESPASS

Filed on behalf of

Plaintiff

Counsel of Record for  
this Party:

Carl A. Belin, Jr.  
Attorney-At-Law  
Pa. I.D. 06805

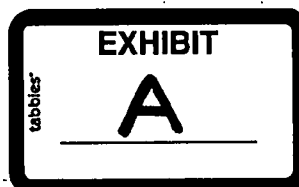
BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

NOV 04 2002

Attest.

*William L. Brown*  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,  
Plaintiff

vs

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

No.

NOTICE

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COURT ADMINISTRATOR  
Clearfield County Courthouse  
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Clearfield, PA 16830  
(814) 765-2641, ext. 1300

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,  
Plaintiff

vs

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

No.

**COMPLAINT IN TRESPASS**

NOW COMES the Plaintiff, MARTHA J. LISIK, by and through her attorneys,  
Belin & Kubista, and sets forth the following Complaint in Trespass and in support thereof  
would aver as follows:

1. That Plaintiff is Martha J. Lisik of P.O. Box 162, Winburne, Pennsylvania.
2. That Defendant is Cooper Township Municipal Authority, a municipal corporation, created under the laws of the Commonwealth of Pennsylvania with an office and place of business at P.O. Box 644, Winburne, Pennsylvania.
3. That Plaintiff is the life tenant of property located in Cooper Township, Clearfield County, Pennsylvania, more particularly described in Clearfield County Deed and Record Book Volume 531, Page 589 and as reserved in Clearfield County Deed and Record Book Volume 1613, Page 412.
4. That Defendant entered upon Plaintiff's land without her permission to install and remove sewage collection and wastewater treatment lines.
5. That Plaintiff never signed the right of way agreement giving her consent to the Defendants to acquire an easement on her property.

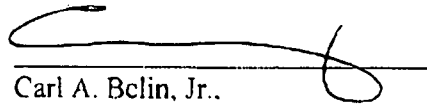
6. That Defendants caused extensive damage to Plaintiff's driveway when installing the sewage collection and wastewater treatment lines.

7. That the damages are in excess of the arbitration limits of Clearfield County.

WHEREFORE, Plaintiff demands judgment from Defendant in the amount less than \$25,000.00 with interest and costs.

**JURY TRIAL DEMANDED.**

BELIN & KUBISTA

  
\_\_\_\_\_  
Carl A. Belin, Jr.,  
Attorney for Plaintiffs

I verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A Section 4904, relating to unsworn falsification to authorities.

Date

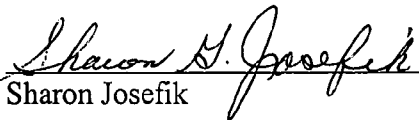
Nov 4 2002Martha J. Lisik

Martha J. Lisik



**VERIFICATION**

Sharon Josefik, for Cooper Township Municipal Authority, hereby states that she is a party in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements herein are made subject to penalties of 18 Pa C. S. §4904 relating to unsworn falsification to authorities.

  
Sharon Josefik

FILED

MAR 31 2003

William A. Shaw  
Prothonotary

no  
ce  
6/23

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,

Plaintiff

v.

COOPER TOWNSHIP MUNICIPAL,  
AUTHORITY

Defendant

No. 2002-1726-CD

Type of Case: CIVIL

Type of Pleading:  
PROPOSED ORDER

Filed on Behalf of:  
DEFENDANT

Counsel of Record for:  
DEFENDANT

Charles A. Schneider, Esquire  
PA Supreme Court No. 06780

The Mazza Law Group, P.C.  
1315 South Allen Street  
Suite 302  
State College, PA 16801  
Telephone: (814) 237-6255

**FILED**

APR 02 2003

013:30 (u)  
William A. Shaw  
Prothonotary

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10/10

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,

Plaintiff

v.

COOPER TOWNSHIP MUNICIPAL,  
AUTHORITY

Defendant

No. 2002-1726-CD

**ORDER**

AND NOW this 2<sup>nd</sup> day of April 2003, leave is hereby  
granted to Cooper Township Municipal Authority to join Greenland Construction Company, Inc.  
as an additional defendant.

BY THE COURT:



**FILED**

APR 02 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,	:	
	:	
Plaintiff	:	
	:	
v.	:	No. 2002-1726-CD
	:	
COOPER TOWNSHIP MUNICIPAL,	:	
AUTHORITY	:	
	:	
Defendant	:	

CERTIFICATE OF SERVICE

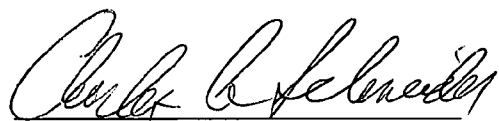
I hereby certify that on this day, I am serving the foregoing document upon the person and  
in the manner indicated below, which service satisfied the requirements of Pa. R.C.P. 440.

SERVICE BY FIRST CLASS MAIL ADDRESSED AS FOLLOWS:

Carl A. Belin, Jr., Esquire  
Belin & Kubista  
15 North Front Street  
P. O. Box 1  
Clearfield, PA 16830

Greenland Construction Company, Inc.  
R D 2 Barrett  
Clearfield, PA 16830

Date: 3/28/03



Charles A. Schneider, Esquire  
Attorney for Defendant  
Attorney ID #06780  
The Mazza Law Group, P.C.  
1315 South Allen Street, Suite 302  
State College, PA 16801  
Telephone: (814) 237-6255  
Facsimile: (814) 237-5752  
Email: [schneider@mazzalaw.com](mailto:schneider@mazzalaw.com)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,

Plaintiff

v.

COOPER TOWNSHIP MUNICIPAL,  
AUTHORITY

Defendant

v.

GREENLAND CONSTRUCTION  
COMPANY, INC.

Additional Defendant

No. 2002-1726-CD

Type of Case: CIVIL

Type of Pleading:  
COMPLAINT ADDING DEFENDANT

Filed on Behalf of:  
DEFENDANT

Counsel of Record for:  
DEFENDANT

Charles A. Schneider, Esquire  
PA Supreme Court No. 06780

The Mazza Law Group, P.C.  
1315 South Allen Street  
Suite 302  
State College, PA 16801  
Telephone: (814) 237-6255

**FILED**

APR 23 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,

Plaintiff

v.

No. 2002-1726-CD

COOPER TOWNSHIP MUNICIPAL,  
AUTHORITY

Defendant

v.

GREENLAND CONSTRUCTION  
COMPANY, INC.

Additional Defendant

**NOTICE TO DEFEND**

TO: GREENLAND CONSTRUCTION COMPANY, INC.

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Centre County Courthouse  
Bellefonte, PA 16823  
(814) 355-6727

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,

Plaintiff

v.

COOPER TOWNSHIP MUNICIPAL,  
AUTHORITY

Defendant

v.

GREENLAND CONSTRUCTION  
COMPANY, INC.

Additional Defendant

No. 2002-1726-CD

**COMPLAINT OF DEFENDANT COOPER TOWNSHIP MUNICIPAL AUTHORITY**  
**AGAINST ADDITIONAL DEFENDANT**  
**GREENLAND CONSTRUCTION COMPANY, INC.**

AND NOW comes the Defendant, Cooper Township Municipal Authority, by and through its counsel, The Mazza Law Group, P.C., with a Complaint joining an Additional Defendant:

1. The Additional Defendant, Greenland Construction Company, Inc., is a Pennsylvania corporation having an address of R D # 2 Barrett, Clearfield, PA 16830.

2. Plaintiff instituted this action against Defendant alleging damage to her driveway as the result of the installation of a wastewater treatment system. A copy of Plaintiff's Complaint is attached hereto as Exhibit A.

3. According to Plaintiff's Complaint, her driveway was damaged during the laying and installation of the Defendant's wastewater collection system.

4. The Defendant denies that it is responsible for any damage to the Plaintiff's driveway.



If any damage was done to the Plaintiff's driveway, it was the responsibility of the Additional Defendant, Greenland Construction Company, Inc., an independent contractor.

5. If it is judicially determined that the Plaintiff's driveway was damaged, then it is averred that the Additional Defendant is responsible for that damage and that the Additional Defendant is fully liable to the Plaintiff for any and all damage sustained by the Plaintiff, or is jointly or severally liable with Defendant, or liable over to Defendant for indemnification and/or contribution, any and all liability on the part of the Defendant being expressly denied.


WHEREFORE, the Defendant, Cooper Township Municipal Authority, demands:

1. Judgment in its favor together with costs;
2. Judgment that if there is any liability to the Plaintiff, Additional Defendant Greenland Construction Company, Inc. is solely liable to the Plaintiff;
3. In the event that a verdict is recovered by Plaintiff against Defendant, the Defendant may have judgment over and against Additional Defendant Greenland Construction Company, Inc. by way of indemnification and/or contributions for the amount recovered by Plaintiff against the Defendant together with costs.

Respectfully submitted,  
The Mazza Law Group, P.C.

Date:

4/5/03



Charles A. Schneider, Esquire  
Attorney for Cooper Township Mun Auth  
Attorney ID #06780  
The Mazza Law Group, P.C.  
1315 South Allen Street, Suite 302  
State College, PA 16801  
Telephone: (814) 237-6255  
Facsimile: (814) 237-5752

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK,  
Plaintiff

vs

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

No. 2002-1726-CD

COMPLAINT IN TRESPASS

Filed on behalf of

Plaintiff

Counsel of Record for  
this Party:

Carl A. Belin, Jr.  
Attorney-At-Law  
Pa. I.D. 06805

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

I hereby certify this is a true and  
correct copy of the original  
statement filed in this case.

NOV 04 2002

Attest.

*William L. Brown*  
Prothonotary

EXHIBIT

A

tabbles

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK.  
Plaintiff

vs

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

No.

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Market & Second Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 1300

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MARTHA J. LISIK.  
Plaintiff

vs

No.

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

**COMPLAINT IN TRESPASS**

NOW COMES the Plaintiff, MARTHA J. LISIK, by and through her attorneys, Belin & Kubista, and sets forth the following Complaint in Trespass and in support thereof would aver as follows:

1. That Plaintiff is Martha J. Lisik of P.O. Box 162, Winburne, Pennsylvania.
2. That Defendant is Cooper Township Municipal Authority, a municipal corporation, created under the laws of the Commonwealth of Pennsylvania with an office and place of business at P.O. Box 644, Winburne, Pennsylvania.
3. That Plaintiff is the life tenant of property located in Cooper Township, Clearfield County, Pennsylvania, more particularly described in Clearfield County Deed and Record Book Volume 531, Page 589 and as reserved in Clearfield County Deed and Record Book Volume 1613, Page 412.
4. That Defendant entered upon Plaintiff's land without her permission to install and remove sewage collection and wastewater treatment lines.
5. That Plaintiff never signed the right of way agreement giving her consent to the Defendants to acquire an easement on her property.

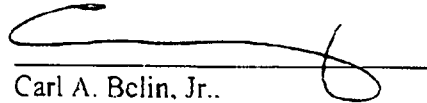
6. That Defendants caused extensive damage to Plaintiff's driveway when installing the sewage collection and wastewater treatment lines.

7. That the damages are in excess of the arbitration limits of Clearfield County.

WHEREFORE, Plaintiff demands judgment from Defendant in the amount less than \$25,000.00 with interest and costs.

**JURY TRIAL DEMANDED.**

BELIN & KUBISTA

  
Carl A. Belin, Jr..  
Attorney for Plaintiffs

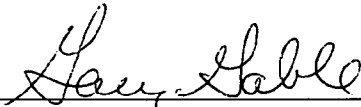
I verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A Section 4904, relating to unsworn falsification to authorities.

Nov 4 2002  
Date

Martha J. Lisik  
Martha J. Lisik

**VERIFICATION**

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
CHAIRMAN, CTMA

FILED

1cc SHS

APR 23 2003

m1123080

1cc Atty Schneider

1  
KES

William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION—LAW

MARTHA J. LISIK,

Plaintiff

v.

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,

Defendant

v.

GREENLAND CONSTRUCTION  
COMPANY, INC.,

Additional Defendant

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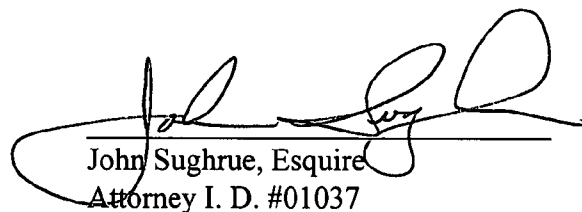
No. 2002-1726-CD

PRAECIPE FOR APPEARANCE

TO WILLIAM A. SHAW, PROTHONOTARY.

Kindly enter my appearance on behalf of GREENLAND CONSTRUCTION, INC., in the above-captioned matter. Direct all pleadings and matters concerning the foregoing to the under-signed.

Date: May 22, 2003



John Sughrue, Esquire  
Attorney I. D. #01037  
23 North Second Street  
Clearfield, PA 16830  
Phone: (814) 765-1704  
Fax: (814) 765-6959

cc: Greenland Construction, Inc.

FILED

MAY 22 2003

William A. Shaw  
Prothonotary

**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on May 22, 2003, I caused a true and correct copy of  
PRAECIPE FOR APPEARANCE, to be served on the following and in the manner indicated be-  
low:

**By United States Mail, First Class, Postage Prepaid**  
**Addressed as Follows:**

Charles A. Schneider, Esq.  
The Mazza Law Group, P.C.  
1315 South Allen Street  
Suite 302  
State College, PA 16801

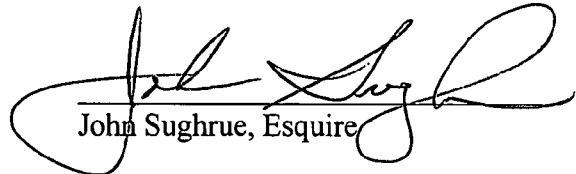
Carl A. Belin, Jr., Esq.  
Belin & Kubista  
PO Box 1  
Clearfield, PA 16830

**By Facsimile as follows:**

Charles A. Schneider, Esq.  
THE MAZZA LAW GROUP, INC.  
Fax No. (814) 237-5752

Carl A. Belin, Jr., Esq.  
BELIN & KUBISTA  
Fax No. (814) 765-9893

Date: May 22, 2003

  
John Sughrue, Esquire

FILED

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MAY 22 2003

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Atty Sughrue

William A. Shaw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

LISIK, MARTHA J.

Sheriff Docket #

13988

VS.

02-1726-CD

COOPER TOWNSHIP MUNICIPAL AUTHORITY -VS- GREENLAND CONSTR

COMPLAINT ADDING DEFENDANT

**SHERIFF RETURNS**

NOW MAY 5, 2003 AT 2:30 PM SERVED THE WITHIN COMPLAINT ADDING DEFENDANT ON  
GREENLAND CONSTRUCTION CO. INC., DEFENDANT AT EMPLOYMENT, RD 2, BARRETT,  
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARYBETH HOWELL, CORP. SECRETARY, A TRUE  
AND ATTESTED COPY OF THE COMPLAINT ADDING DEFENDANT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING

**FILED**  
MAY 28 2003  
9:53 AM

William A. Shaw  
Prothonotary

**Return Costs**

Cost	Description
25.37	SHERIFF HAWKINS PAID BY: ATTY CK# 7208
10.00	SURCHARGE PAID BY: ATTY CK# 7207

Sworn to Before Me This

28 Day Of May 2003  
William A. Shaw

So Answers,

Chester A. Hawkins  
by Marilyn Harris  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY, PENNSYLVANIA  
CIVIL ACTION-AT LAW

MARTHA J. LISIK,

Plaintiff

v.

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,

Defendant

v.

GREENLAND CONSTRUCTION  
COMPANY, INC.,

Additional Defendant

No. 2002-1726-CD

**Type of Case:** Civil Action

**Type of Pleading:** Answer & New Matter of  
Greenland Construction, Inc., Additional  
Defendant, Pursuant to PA R. C. P. No. 2255

**Filed on Behalf of:** Additional Defendants

**Counsel of Record for this Party:**

John Sughrue, Esq.  
Supreme Court No. 01037  
23 North Second Street  
Clearfield, PA 16830  
Phone: (814) 765-1704  
Fax: (814) 765-6959

**Other Counsel of Record:**

Carl A. Belin, Jr., Esq.  
Supreme Court No. 06805  
15 N. Front St., PO Box 1  
Clearfield, PA 16830  
Phone: (814) 765-8972  
Fax: (814) 9893

**Other Counsel of Record:**

Charles A. Schneider, Esq.  
Supreme Court No. 06780  
THE MAZZA GROUP. P.C.  
1315 S. Allen St., Ste. 302  
State College, PA 16801  
Phone: (814) 237-6255  
Fax: (814) 237-5752

**FILED**

**APR 07 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION—LAW

MARTHA J. LISIK,

Plaintiff

v.

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,

Defendant

v.

GREENLAND CONSTRUCTION  
COMPANY, INC.,

Additional Defendant

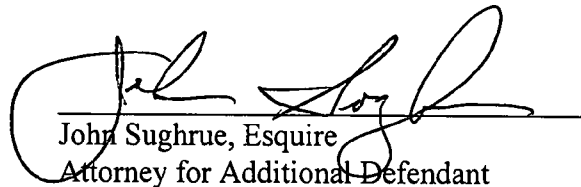
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No. 2002-1726-CD

**NOTICE TO PLEAD PURSUANT TO**  
**PA R. C. P. NO. 2255 AND NO. 1361**

TO: Cooper Township Municipal Authority

YOU ARE HEREBY NOTIFIED to file a written response to the enclosed  
ANSWER and NEW MATTER within twenty (20) days from service hereof or a judgment may  
be entered against you.

  
John Sughrue, Esquire  
Attorney for Additional Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION—LAW

MARTHA J. LISIK,	*	
Plaintiff	*	
v.	*	
	*	
COOPER TOWNSHIP MUNICIPAL	*	
AUTHORITY,	*	
Defendant	*	No. 2002-1726-CD
	*	
v.	*	
	*	
GREENLAND CONSTRUCTION	*	
COMPANY, INC.,	*	
Additional Defendant	*	

**ANSWER AND NEW MATTER OF**  
**GREENLAND CONSTRUCTION, INC., ADDITIONAL DEFENDANT**  
**PURSUANT TO PA R. C. P. NO. 2255**

AND NOW, comes Greenland Construction, Inc., (hereafter, "Greenland") a Pennsylvania Corporation, by its attorney, John Sughrue, Esquire, and responds to the Complaint filed by Defendant, Cooper Township Municipal Authority, (hereafter, "Cooper") to join Greenland as an additional Defendant as follows:

**ANSWER TO COMPLAINT TO JOIN**

1. Admitted, except Greenland's correct name is Greenland Construction, Inc.
2. Greenland admits that the Plaintiff's Complaint filed in this action is attached as Exhibit A and that Plaintiff's Complaint sets forth the alleged claim of the Plaintiff. Plaintiff's Complaint speaks for itself and therefore, Defendant's characterization of that claim is irrelevant. For that reason, Greenland denies any fact averred in this paragraph, if any, inconsistent with the facts averred in Plaintiff's Complaint.

3. Denied as stated. On the contrary, Plaintiff alleges that Cooper entered Plaintiff's land without permission and caused extensive damage to her driveway when it installed the sewage collection and wastewater treatment lines.

4. Admitted in part and denied in part. It is admitted that Cooper denies responsibility for any damage to Plaintiff's driveway and alleges that any such damage is the responsibility of Greenland. However, such denial and allegation is false. On the contrary, if compensable damage is found to have occurred to Plaintiff's driveway or property, for the reasons alleged in Plaintiff's Complaint, such damage was the direct result of Cooper's breach of its construction contract with Greenland, including its failure to secure by agreement or eminent domain a legal easement across the driveway/property, by representing to Greenland that it had a proper and lawful easement and by directing Greenland to enter Plaintiff's property and to perform the work that Greenland was required to perform for Cooper under their construction contract. If damages are due Plaintiff, they are the direct result of Cooper's conduct as set forth above and for the reasons hereinafter set forth under New Matter, the averments of which are incorporated herein by reference, and is therefore the sole responsibility of Cooper.

5. Denied. If Plaintiff's driveway or property was damaged as alleged in the original Complaint, it is not the responsibility of Greenland. On the contrary, it is the responsibility of Cooper for the reason set forth in Paragraph 4 above, all of which is incorporated herein by reference. It is further denied that Greenland is either individually, jointly or severally liable with Cooper or liable to Cooper for indemnification and/or contribution and all liability by Greenland is expressly denied for the reasons set forth above.



### **NEW MATTER**

6. Prior to the period of time referenced in the Plaintiff's Complaint, Cooper undertook to construct new sewer lines within its system, including the construction of new sewer lines on the Plaintiff's property.

7. Prior to the period of time referenced in the Plaintiff's Complaint, Cooper entered into a contract with Greenland, described as Contract Number CTMA-01-1, Wastewater Collection and Treatment Facilities Project, (hereafter, "Contract") whereby Greenland was to provide equipment, tools, material, labor and services necessary to perform the work described in the Contract (hereafter referred to individually and collectively as, "Work").

8. Under the Contract, it was Cooper's obligation to secure a proper and lawful easement across the Plaintiff's property.

9. Under the Contract, Cooper provided certain drawings and maps as part of the Contract that located the construction easement on the Plaintiff's property;

10. Under the Contract, Greenland was obligated to perform certain Work for Cooper on an easement that transversed the Plaintiff's property, including digging up the Plaintiff's property, installing a sewer line through the property and restoration of the property. Accordingly, Cooper intended and expected any disturbance or damage to Plaintiff's property to result from the Work it directed Greenland to perform on Plaintiff's property.

11. Cooper represented to Greenland, prior to Greenland's entry onto the Plaintiff's property, that Cooper had, in fact, secured a proper and legal easement across the Plaintiff's property. Specifically, Cooper provided a right-of-way agreement for Plaintiff's property dated March 1, 1999, signed by Linda Gundy and Carol Sunderland, co-owners of Plaintiff's property, recorded

Clearfield County as Instrument No. 199903715, a true and correct copy of which is attached hereto as Exhibit 1.

12. Cooper, acting through its Board of Directors and/or its duly authorized employees and engineers, acting within the scope of their authority, directed Greenland to commence its Work under the Contract.

13. Cooper anticipated and expected Greenland to enter the Plaintiff's property under the Contract, to excavate the Plaintiff's property, including cutting and repaving her driveway where the sewer easement crossed the driveway.

14. Cooper, as aforesaid, directed Greenland to enter the Plaintiff's property and to perform the Work on the Plaintiff's property required of Greenland under the Contract.

15. Greenland relied upon the Gundy right-of-way agreement, provided to it by Cooper as authorization, attached as Exhibit 1, to enter the Plaintiff's property and perform its Work.

16. Plaintiff was present at the property when the Work was performed and, in fact, gave permission to Cooper and Greenland to enter the property and perform the Work required under the Contract.

17. Plaintiff directed Greenland to move the sewer line on the Plaintiff's property from the location specified in the Contract so that certain trees on her property would not be destroyed.

18. Cooper and/or its engineer inspected Greenland's Work on the Plaintiff's property and approved Greenland's Work thereon and, in fact, paid Greenland for such Work.

19. Cooper, in fact, intentionally or negligently failed to secure a proper and lawful easement across the Plaintiff's property on which Greenland was to perform its Work.

20. Plaintiff makes no allegation of facts that would cause or permit the Court to conclude that Greenland has liability to the Plaintiff.

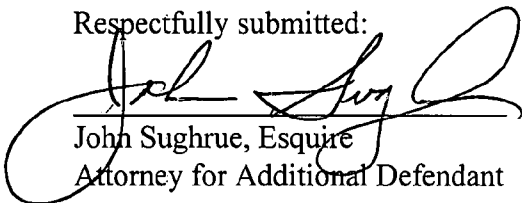
21. Greenland only performed the conduct on Plaintiff's property expected and required to perform its contractual obligation.

22. Greenland did not commit any act of wrong doing, intentional, negligent or otherwise that causes it under the law to be liable to Plaintiff. If failure to secure Plaintiff's written consent gives rise to a cause of damage as alleged, such damage was caused, as aforesaid, by Cooper's intentional or neglectful conduct.

23. As a result of the foregoing, neither the Plaintiff nor the Defendant sustained injury or damages as a result of the willful, wanton or negligent conduct of Greenland and Greenland is therefore not liable for damages to either the Plaintiff or the Defendant for the reason set forth above.

WHEREFORE, Greenland moves the Honorable Court to find that neither Cooper or Greenland is liable on the Plaintiff's cause of action, or in the alternative, that Cooper is solely liable to the Plaintiff on the stated cause of action, that Greenland is not liable over to Cooper, jointly or severally liable with Cooper on the Plaintiff's cause of action or liable to Cooper on theories of contribution, indemnification or otherwise; and, to forthwith enter a judgment in favor of Greenland and against Cooper and the Plaintiff, with costs of this action taxed to either Cooper or Plaintiff, as the Court shall determine.

Respectfully submitted:



John Sughrue, Esquire  
Attorney for Additional Defendant

## RIGHT OF WAY AGREEMENT

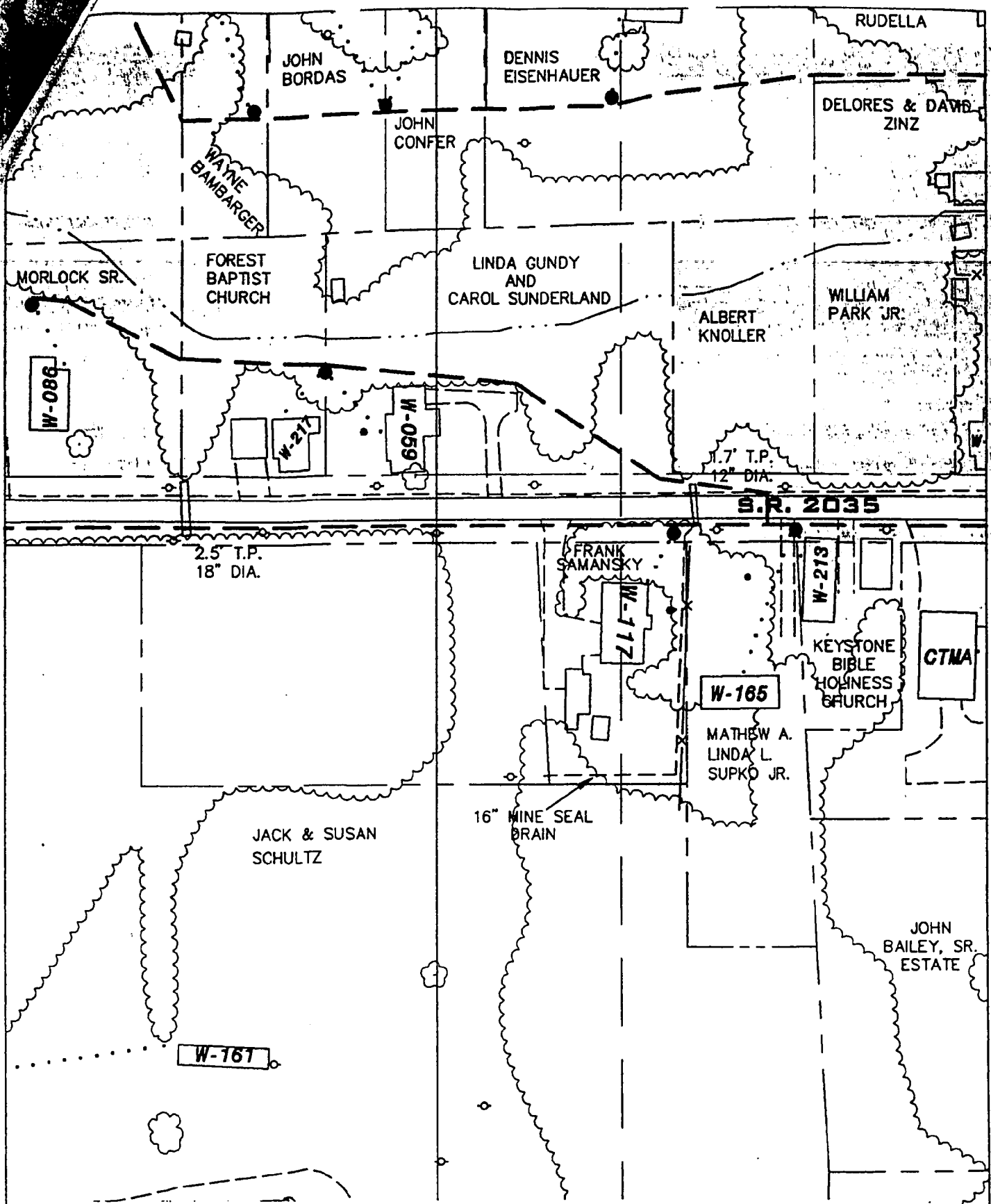
Linda Gundy & Carol Sunderland, hereinafter called "Grantors", in consideration of the sum of One (\$1.00) Dollar, in hand paid, the receipt of which is hereby acknowledged to hereby grant, bargain, sell, transfer and convey unto the Cooper Township Municipal Authority, hereinafter called "Authority", its successors and assigns a perpetual easement with the right to construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove sewage collection and wastewater treatment lines, valve pits, valves, manholes, cleanouts and other appurtenances thereof, to be owned and installed by said Authority over, across and through the land of Grantors in Cooper Township, Clearfield County, Pennsylvania, said land and the location of the easements being shown on the map which is attached hereto, County Tax Parcel # S9-540-7. It is understood that the easements shall be twenty feet in width during construction. After construction, it shall be a permanent easement ten feet in width.

The Grantors also grant a service line easement over, across and through Grantor's land to any landowner who is required to connect to the Authority's system and/or valve pit and whose only reasonable means of access to the main is through the Grantor's land.

Grantors reserve the right to make any use of the easement area which does not interfere with the rights granted herein to the Authority.

The consideration hereinbefore recited shall constitute payment in full for any damages to the land of the Grantors, their successors and assigns, by reason of the installation, operation, and maintenance of the structure or improvements referred to herein. Authority covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land to the Grantors, their successors and assigns.

*Exhibit 1*



"THE PROPERTY LINES SHOWN ARE BASED UPON CURRENT COUNTY TAX ASSESSMENT MAPS. SOME PROPERTY LINES HAVE BEEN ADJUSTED TO CONFORM WITH OBSERVED APPARENT PROPERTY BOUNDARY POSSESSION EVIDENCE. (TREELINES, SHRUBS, LAWNS, ROADS, ETC.) THE PROPERTY LINES HAVE NOT BEEN DETERMINED BY A FIELD SURVEY."

Exb. 1

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals, the

1st day of March, 1999.

Authority Secretary

Authority Chairman

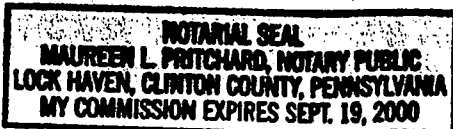
Grantor

Grantor

COMMONWEALTH OF PENNSYLVANIA  
County of CLEARFIELD

On this 16<sup>th</sup> day of February, 1999, before me, the undersigned officer, personally appeared LINDA GUNDA, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

Grantor

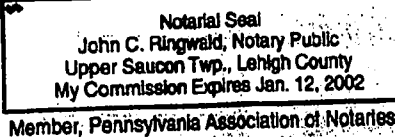
Grantor

COMMONWEALTH OF PENNSYLVANIA  
County of CLEARFIELD Lehigh

On this 25<sup>th</sup> day of FEBRUARY, 1999, before me, the undersigned officer, personally appeared Carolee Sunderland, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

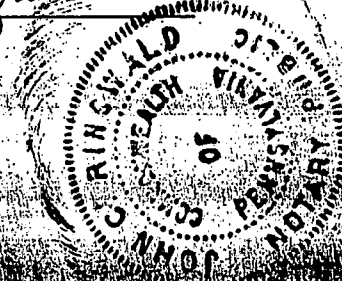


Exb. 1

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA  
CLEARFIELD, Pennsylvania

INSTRUMENT NUMBER  
199903715  
RECORDED ON  
Feb 12, 1999  
11:40:53 AM

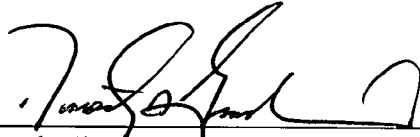
CORDING FEES - \$13.00  
ORDER  
COUNTY IMPROVEMENT \$1.00  
NO  
ORDER  
IMPROVEMENT FUND \$1.00  
DATE WRIT TAX \$0.50  
FEE \$15.50



**VERIFICATION**

I, Timothy D. Greenland, verify that I am the Chief Executive Officer of Greenland Construction, Inc., a Pennsylvania corporation, and as such am authorized and empowered to make this verification and that the statements made in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information and belief. I further understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: April 6, 2004

  
\_\_\_\_\_  
Timothy D. Greenland  
Chief Executive Officer

**CERTIFICATE OF SERVICE**

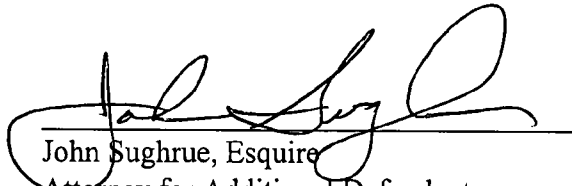
AND NOW, I do hereby certify that on April 7, 2004, I caused a true and correct copy of  
Additional Defendant's Answer and New Matter to be served on the following and in the manner  
indicated below:

By United States Mail, First Class, Postage Prepaid  
Addressed as Follows:

Charles A. Schneider, Esq.  
THE MAZZA LAW GROUP, P.C.  
1315 S. Allen St., Ste. 302  
State College, PA 16801

Carl A. Belin, Jr., Esq.  
BELIN & KUBISTA  
PO Box 1  
Clearfield, PA 16830

Date: April 7, 2004

  
\_\_\_\_\_  
John Sughrue, Esquire  
Attorney for Additional Defendant



FILED 400  
018:13-234  
APR 07 2004  
Atty Sophie  
E. ~~Shaw~~  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

MARTHA J. LISIK,  
Plaintiff

v.

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

v.

GREENLAND CONSTRUCTION  
COMPANY, INC.  
Additional Defendant

No. 2002-1726-CD

**Type of Pleading:**

Answer to New Matter of Greenland  
Construction, Inc.

**Filed on behalf of:**

Cooper Township Municipal Authority

**Counsel of Record for this Party:**

John A. Sobel, Esquire  
Supreme Court No. 31670  
SOBEL & COLLINS  
218 South Second Street  
Clearfield, PA 16830  
(814)765-5552, FAX (814)765-6210

**Other Counsel of Record:**

John Sughrue, Esquire, #01037  
23 North Second Street  
Clearfield, PA 16830  
(814)765-1704  
FAX (814) 765-6959

**Other Counsel fo Record:**

Carl A. Belin, Jr., Esquire # 06805  
15 North Front Street, PO Box 1  
Clearfield, PA 16830  
(814)765-8972  
FAX (814)765-9893

FILED

MAY 21 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

MARTHA J. LISIK,  
Plaintiff

v.

No. 2002-1726-CD

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

v.

GREENLAND CONSTRUCTION  
COMPANY, INC.  
Additional Defendant

**ANSWER TO NEW MATTER OF GREENLAND CONSTRUCTION, INC.**

AND NOW, comes Cooper Township Municipal Authority, Defendant herein and Respondent to New Matter, (hereinafter "Cooper"), by and through its attorney, John A. Sobel, Esquire and responds to the New Matter filed by Greenland Construction, Inc., additional Defendant in the above matter and avers as follows:

6. Admitted.

7. Admitted.

8. Admitted.

9. Admitted.

10. Admitted.

11. Admitted.

12. Admitted.

13. Admitted in part and denied in part. It is admitted that Cooper anticipated and expected

Greenland to enter Plaintiff's property under the contract and excavate the Plaintiff's property. But it is denied that Cooper expected Greenland to cut and repave her driveway where the sewer easement crossed the driveway in that the sewer line originally was not to cross Plaintiff's driveway.

14. Admitted.

15. Denied as stated. Cooper does not have sufficient information in order to properly respond to said allegation and therefore denies the same as stated.

16. Admitted

17. Admitted.

18. Admitted in part and denied in part. It is admitted that Cooper inspected Greenland's work and paid Greenland for such work but it is denied that Cooper approved Greenland's work on the Plaintiff's property and, in fact, Cooper did not find out that Greenland had changed the location of its work until after Greenland had installed the line in a location different than Cooper had initially indicated to Greenland that Greenland was to locate the same.

19. Denied. It is denied that Cooper intentionally or negligently failed to secure a proper and lawful Easement across Plaintiff's property in which was to perform its work.

20. Admitted in part and denied in part. It is admitted that Plaintiff has made no allegation of fact that would cause or permit the Court to conclude that Greenland has liability to the Plaintiff in acting as an agent for Cooper but it is denied that Plaintiff makes no allegations of fact that would cause or permit to conclude that Greenland has liability to the Plaintiff rather than Cooper.

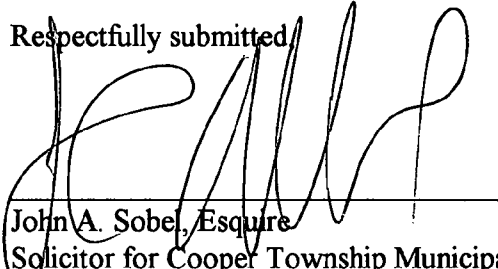
21. Denied as stated. Cooper is without sufficient information such that it can properly respond to said averment and therefore denies the same as stated.

22. Denied as stated. Cooper does not have sufficient knowledge in the information contained in the averment and therefore denies the averment as stated.

23. Denied. Cooper without sufficient information such that it can properly respond to said averment and therefore denies the same as stated.

WHEREFORE, Petitioner would move that neither Cooper nor Greenland is liable to Plaintiff's cause of action, however, but in the alternative, moves that the Court determine that Greenland is solely liable to the Plaintiff on this cause of action and enter a judgment against Greenland and the Plaintiff, with costs of this action taxed to either Plaintiff or Greenland as the Court shall determine.

Respectfully submitted,

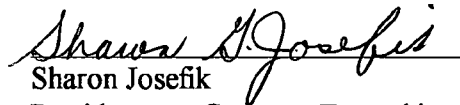


John A. Sobel, Esquire  
Solicitor for Cooper Township Municipal Authority,  
Defendant

## VERIFICATION

I, Sharon Josefik, President to Cooper Township Municipal Authority, and as such am authorized and empowered to make this verification and that the statements made in the foregoing Answer to New Matter are true and correct to the best of my knowledge, information and belief. I further understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date:

A handwritten signature in cursive script, appearing to read "Sharon Josefik", is written over a horizontal line.

Sharon Josefik

President - Cooper Township Municipal  
Authority

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

MARTHA J. LISIK,  
Plaintiff

v.

COOPER TOWNSHIP MUNICIPAL  
AUTHORITY,  
Defendant

v.

GREENLAND CONSTRUCTION  
COMPANY, INC.  
Additional Defendant

No. 2002-1726-CD

**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on 5/20, 2004, I caused a true and correct copy of Defendant's Answer to New Matter to be served on the following and in the manner indicated below.

By United States Mail, First Class, Postage Prepaid,  
Addressed as follows;

John Sughrue, Esquire  
23 North Second Street  
Clearfield, PA 16830

Carl A. Belin, Esquire  
BELIN & KUBISTA  
PO Box 1  
Clearfield, PA 16830

Date:

  
John A. Sobel, Esquire  
Solicitor for Cooper Township Municipal Authority,  
Defendant

No. 2002-1726-CD
Martha J. Lisik, Plaintiff  v.  Cooper Township Municipal Authority, Defendant  v.  Greenland Construction Company, Inc., Additional Defendant  Answer to New Matter of Greenland Construction
<p><b>FILED</b> <i>50c</i> <i>9/233-81</i> <i>May 21 2004</i> <i>Any Sobel</i></p> <p>William A. Shaw Prothonotary/Clerk of Courts</p> <p>John A. Sobel, Esquire Solicitor for Cooper Township Municipal Authority</p> <p><b>Sobel &amp; Collins</b> ATTORNEYS &amp; COUNSELORS AT LAW 218 SOUTH SECOND STREET CLEARFIELD, PENNSYLVANIA 16830 (814) 765-5552 (814) 765-5555</p>



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

MARTHA J. LISIK,

Plaintiff

vs.

COOPER TOWNSHIP MUNICIPAL AUTHORITY,  
Defendant

vs.

GREENLAND CONSTRUCTION COMPANY, INC.,  
Additional Defendant

No. 02 - 1726 - CD

PRAECIPE

FILED ON BEHALF OF:  
Plaintiff

Counsel of Record for  
This Party:

Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN & KUBISTA  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830

(814) 765-8972

FILED 30093 Certified  
of 10:41/67 to Aug  
MAR 09 2005

William A. Shaw  
Prothonotary/Clerk of Courts  
Copy to CIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

MARTHA J. LISIK,

Plaintiff

vs.

COOPER TOWNSHIP MUNICIPAL AUTHORITY,  
Defendant

vs.

GREENLAND CONSTRUCTION COMPANY, INC.,  
Additional Defendant

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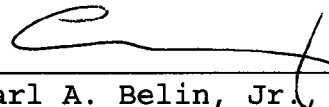
No. 02 - 1726 - CD

PRAECIPE

TO THE PROTHONOTARY:

Please mark the above matter settled, discontinued and  
ended.

BELIN & KUBISTA

  
\_\_\_\_\_  
Carl A. Belin, Jr., Esquire

FILED

MAR 09 2005

William A. Shaw  
Prothonotary Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

**CIVIL DIVISION**

COPY

**Martha J. Lisik**

**Vs.**

**No. 2002-01726-CD**

**Cooper Township Municipal Authority  
Greenland Construction Company, Inc.**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 9, 2005, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Belin & Kubista.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 9th day of March A.D. 2005.

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William A. Shaw, Prothonotary