

07-1435-CD
T. Lingle al vs Ryan Albert

Date: 9/4/2008
Time: 10:21 AM
Page 1 of 2

Clearfield County Court of Common Pleas

ROA Report
Case: 2007-01435-CD

User: LMILLER

Current Judge: Fredric Joseph Ammerman

T. Andrew Lingle, et alvs. Ryan Albert

Civil Other-COUNT

Date	Judge
9/4/2007	New Case Filed.
	Filing: Civil Complaint Paid by: Naddeo, James A. (attorney for Lingle, T. Andrew) Receipt number: 1920531 Dated: 09/04/2007 Amount: \$85.00 (Check) 2CC Atty.
10/8/2007	Filing: Praeclipe to Reinstate Complaint Paid by: Naddeo, James A. (attorney for Lingle, T. Andrew) Receipt number: 1920974 Dated: 10/08/2007 Amount: \$7.00 (Check) Filed by s/ James A. Naddeo, Esquire. 1 Complaint Reinstated to sheriff
10/29/2007	Praeclipe For Entry of Appearance, filed on behalf of Defendant, enter appearance of John R. Ryan, Esquire. 3CC Atty. Ryan
10/31/2007	Praeclipe For Entry of Appearance, filed on behalf of the Defendant, enter appearance of Darryl R. Wishard. 1CC to Atty.
11/6/2007	Answer and New Matter filed. By s/ John R. Ryan, Esquire. 3CC Atty. Ryan
11/8/2007	Certificate of Service, filed. Served a certified copy of Answer and New Matt filed on behalf of Ryan Albert, defendant in the above captioned matter, on James A. Naddeo Esq. by first class mail on the 7th day of November 2007, filed by s/ John R. Ryan Esq. NO CC.
11/27/2007	Reply to New Matter, filed by s/ James A. Naddeo, Esquire. 1CC Atty. Naddeo
1/3/2008	Stipulation, this 3rd day of Jan. 2008, upon stipulation of Ryan Albert and his counsel John R. Ryan, it is agreed that John R. Ryan is permitted to withdraw as counsel for Ryan Albert, Defendant. Filed by s/ John R. Ryan, Esquire 4CC to Atty.
	Praeclipe For Withdrawal of Appearance, on behalf of Ryan Albert withdraw appearance of John R. Ryan, Esquire. Filed by s/ John R. Ryan, Esquire. 4CC to Atty.
1/28/2008	Sheriff Return, January 25, 2008 After diligent search I returned the within Complaint "NOT FOUND" as to Ryan Albert. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm (1st service)
	Sheriff Return, October 19, 2007 at 11:39 am Served the within Complaint o Ryan Albert by handing to Ryan Albert. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Naddeo Esq. \$25.41 (2nd service)
2/13/2008	Praeclipe for Entry of Appearance/Praeclipe for Withdrawal of Appearance, filed on behalf of Ryan Albert, Defendant, enter appearance of Bret J. Southard, Esquire, and withdraw appearance of Darryl R. Wishard, Esquire. Filed by s/ Darryl R. wishard, Esquire. 1CC Atty. Wishard
3/12/2008	Certificate of Service, filed. That a true and correct copy of Plaintiff's Answer to Interrogatories was served on the 12th day of March 2008 by first class mail to John R. Ryan Esq., filed by s/ James A. Naddeo Esq. NO CC.
3/14/2008	Certificate of Service, filed. That a true and correct copy of Plaintiff's Answer to Interrogatories was served on the 13th day of March 2008 by first class mail to Darryl R. Wishard Esq., filed by s/ James A. Naddeo Esq. NO CC.
5/6/2008	Certificate of Service, filed. That a true and correct copy of the Notice of taking Deposition was served on the 6th day of May 2008 by first class mail to Bret Southard Esq., and Maryann Cornelius, filed by s/ James A. Naddeo Esq. 2CC Atty Naddeo.

Date: 9/4/2008
Time: 10:10 AM
Page 1 of 2

Clearfield County Court of Common Pleas

User: LMILLER

ROA Report

Case: 2007-01045-CD

Current Judge: Fredric Joseph Ammerman

Christopher James Stott vs. Dawn Rene Stott

Divorce

Date		Judge
7/2/2007	New Case Filed. Filing: Divorce Complaint Additional Counts Paid by: Heltzel, Lea Ann (attorney for Stott, Christopher James) Receipt number: 1919616 Dated: 07/02/2007 Amount: \$10.00 (Check) Filing: Complaint of Divorce Paid by: Heltzel, Lea Ann (attorney for Stott, Christopher James) Receipt number: 1919616 Dated: 07/02/2007 Amount: \$95.00 (Check) 3CC Atty Heltzel.	No Judge No Judge No Judge
7/11/2007	Certificate of Service, filed. That a true and correct copy of the Divorce Complaint filed on behalf of Christopher James Stott was forwarded on July 3, 2007 to Ms. Dawn Rene Stott, filed by s/ Lea Ann Heltzel Esq. 1CC Atty Heltzel.	No Judge
8/8/2007	Answer to Complaint in Divorce, New Matter And Counterclaim, filed by s/ Toni M. Cherry, Esquire. 2CC to Atty	No Judge
9/26/2007	Order, this 26th day of Sept., 2007, the parties having reached an agreement, and having stipulated that the same be reduced to writing and entered as an Order, it is Ordered: See original. By The Court, /s/ John K. Reilly Jr., Judge; 4CC to Atty. Cherry For Service	John K. Reilly Jr.
1/17/2008	Praeclipe to Transmit Record, filed by s/Lea Ann Heltzel, Esq. One CC Attorney Heltzel Affidavit of Consent, s/Christopher J. Stott Waiver of Notice of Intention, s/Christopher J. Stott Affidavit of Consent, s/Dawn R. Stott Waiver of Notice of Intention, s/Dawn R. Stott One CC Attorney Heltzel Divorce Decree/Dated: January 17, 2008. BY THE COURT: /s/Paul E. Cherry, Judge One CC Decree to Attorneys Heltzel and T. Cherry January 31, 2008, Vital Statistics information reported to New Castle, PA.	No Judge No Judge No Judge
1/18/2008	Order and Stipulation for Bifurcation, AND NOW, this 17th day of January, 2008, Ordered (See Original for details). BY THE COURT: /s/Paul E. Cherry, Judge Consented To: s/Christopher J. Stott s/Lea Ann Heltzel, Esq. s/Dawn Rene Stott s/Toni M. Cherry, Esq. Three CC Attorney Heltzel	No Judge
5/5/2008	Praeclipe For Appointment of a Master, filed by s/ Lea Ann Heltzel, Esquire. 3CC Atty. Heltzel	No Judge
5/6/2008	Certificate of Service, filed. That a true and correct copy of the Praeclipe for Fredric Joseph Ammerman Appointment of a Master filed on behalf of Plaintiff, Christopher James Stott forwarded on the 6th day of May 2008 by certified mail to Toni M. Cherry Esq., filed by s/ Lea Ann Heltzel Esq. 2CC Atty Heltzel.	

Civil Other-COUNT

Date	Judge
6/20/2008 ✓ ✓	Certificate of Service, filed. That a true and correct copy of Request for Production of Documents was served on the 20th day of June 2008 via first class mail to Bret Southard Esq., filed by s/ James A. Naddeo Esq. 1CC Atty Naddeo. No Judge
8/11/2008 ✓ ✓	Motion for Summary Judgment, filed by s/James A. Naddeo, Esq. One CC No Judge
8/14/2008 ✓ ✓	Order, this 13th day of August, 2008, upon consideration of the Plaintiff's Motion for Summary Judgment, it is Ordered that this case will be heard before the Court on the 12th day of Sept., 2008, at 2:45 p.m. courtroom 1. 1/2 hour has been allotted. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Naddeo. Fredric Joseph Ammerman
8/15/2008 ✓ ✓	Certificate of Service, filed. That a certified copy of Motion for Summary Judgment including Order scheduling hearing on the matter was served on the 15th day of August 2008 by first class mail to Bret Southard Esq., filed by s/ James A. Naddeo Esq. No CC. Fredric Joseph Ammerman
8/27/2008 ✓ ✓	Answer and New Matter to Plaintiff's Motion for Summary Judgment, filed by Fredric Joseph Ammerman Atty. Southard 1 Cert. to Atty.
8/29/2008 ✓ ✓	Defendant's Motion for Summary Judgment, filed by Atty. Southard 1 Cert. Fredric Joseph Ammerman to Atty.
8/29/2008 ✓ ✓	Motion to Strike Answer and New Matter to Plaintiff's Motion for Summary Judgment filed by Defendant, filed by s/ James A. Naddeo Esq. 1CC Atty Naddeo. Fredric Joseph Ammerman

9-24-08 Plaintiff's Response to deft's Motion for Summary Judg.

9-25-08 Order, dated 9-24-08

Date: 9/4/2008
Time: 10:10 AM
Page 2 of 2

Clearfield County Court of Common Pleas

User: LMILLER

ROA Report
Case: 2007-01045-CD

Current Judge: Fredric Joseph Ammerman

Christopher James Stott vs. Dawn Rene Stott

Divorce

Date		Judge
5/6/2008	<p>Order, this 6th day of May, 2008, it is Ordered: Pre-Trial Conference shall be held on the 25th day of July, 2008 at 9:00 a.m. in chambers.. Daniel A. Payne, Esquire, is appointed as Master in Divorce. Master's Hearing to be held in Hearing Room 3 on the 12th day of Sept., 2008 commencing at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraise documents and any other documents required to be filed under Local Rules no later than July 24, 2008. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atlys; Heltzel, T Cherry; 1CC D. Payne, Judge Cherry (without memo)</p>	Fredric Joseph Ammerman
7/23/2008	<p>Inventory, Appraisal And Budget, filed by s/ Lea Ann Heltzel, Esquire. nO CC Pre-Trial Statement, filed by s/ Lea Ann Heltzel, esquire. No CC</p>	Fredric Joseph Ammerman
7/24/2008	<p>Defendant's Income & Expense Statement, filed by s/Toni M. Cherry, Esq. Three CC Attorney T. Cherry Inventory of Dawn Rene Stott, filed. s/Dawn Rene Stott Four CC Attorney 1 Fredric Joseph Ammerman Cherry Defendant's Pre-Trial Statement, filed by s/Toni M. Cherry, Esq. Three CC Fredric Joseph Ammerman Attorney T. Cherry</p>	Fredric Joseph Ammerman
8/11/2008	<p>Filing: Divorce Master Fee Paid by: Cherry, Toni M. (attorney for Stott, Dawn Rene) Receipt number: 1925343 Dated: 8/11/2008 Amount: \$300.0 (Check) Filing: Divorce Master Fee Paid by: Stott, Christopher James (plaintiff) Receipt number: 1925367 Dated: 8/11/2008 Amount: \$300.00 (Check)</p>	Fredric Joseph Ammerman

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

T. Andrew Lingle, Executor
of the Estate of Thomas A.
Lingle,

Plaintiff,

v.

Ryan Albert, an individual,
Defendant.

* No. 07 - 1435- CD

* Type of Pleading:

* **COMPLAINT**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

*

* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: September 4, 2007

Oct 8 2007 Document
Reinstated Reissued to Sheriff/Attorney
for service.

William A. Shaw GK

Deputy Prothonotary

FILED acc
013-4201 Atty
SEP 04 2007
WM Atty pd.
William A. Shaw
Prothonotary/Clerk of Courts
85.00

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07 - - CD
*
Ryan Albert, an individual, *
Defendant. *

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 and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07 - - CD
*
Ryan Albert, an individual, *
Defendant. *

COMPLAINT

NOW COMES the Plaintiff, T. Andrew Lingle, Executor of the Estate of Thomas A. Lingle, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff, T. Andrew Lingle, is an individual residing at 1824 Gildenborough Court, Mindlothian, Virginia 23113. Plaintiff is the Executrix of the Estate of Thomas A. Lingle, deceased, having been appointed by the Register of Wills of Clearfield County, Pennsylvania. A true and correct copy of Certificate of Grant of Letters Testamentary is attached hereto as Exhibit "A."
2. That the Defendant, Ryan Albert, is an adult individual whose last known address is 1102 Lynnwood Court, Clearfield, Pennsylvania 16830.
3. That Defendant did allow and permit oil to spill and leak from an oil tank located at his residence at 1102 Lynnwood Court, Clearfield, Pennsylvania 16830.

4. That said oil leaked into the underground land and said oil is considered an environmental hazard when not properly contained.

5. That the spill of oil described in paragraph three occurred upon property owned by Plaintiff located at 1102 Lynnwood Court, Clearfield, Pennsylvania 16830.

6. That Defendant rented said property as identified in paragraph three above and did place upon said property rented an oil tank which Defendant utilized to service his residence with heat.

7. Defendant was negligent in failing to maintain his oil tank in a manner that would prevent oil from leaking onto the land and soil underneath the tank.

8. That Plaintiff being owner of said property was notified by the Department of Environmental Protection that the leakage of oil occurred at and on property owned by Plaintiff and said leakage is considered environmentally unsafe and hazardous. Furthermore that Plaintiff was required to remedy said oil leakage immediately.

9. That Plaintiff was required to pay for the remediation of the oil which spilt into the underground soil and water at said property and that the Department of Environmental Protection elected not to cite or prosecute defendant under the laws of the Commonwealth of Pennsylvania in lieu of Defendant

remediating said oil spill. A true and correct copy of said proof of permission by the Department of Environmental Protection to remediate the spill is attached hereto as Exhibit "B."

10. That Defendant enlisted the services of Chambers Environmental Group, Inc. which did remediate and remove said oil as had leaked and spilt into the land and water per the Department of Environmental Protection requirements. A true and correct copy of Job Invoices of Chambers Environmental Group, Inc. and proof of payment thereof are attached collectively hereto as Exhibit "C."

11. That the cost of the remediation service as enlisted from Chambers Environmental Group, Inc. and as required by the Department of Environmental Protection was in the amount of \$10,928.59 (Invoice 152601 in the amount of \$10,645.60 plus Invoice 152601 in the amount of \$282.99). Exhibit C.

12. That Plaintiff was further required to submit a Final Report to the Department of Environmental Protection which included a fee of \$250.00 payable to the Commonwealth of Pennsylvania. True and correct copies of Final Report requirement and payment are attached collectively hereto as Exhibit "D."

13. Defendant, Ryan Albert, is liable over to Plaintiff for contribution with respect to all costs Plaintiff incurred to remediate the oil spill caused by Defendant.

COUNT I - INDEMNITY

14. Plaintiff incorporates by reference paragraphs one through thirteen in their entirety.

15. Defendant is the owner of the oil tank and was the sole individual in dominion and control of said oil tank when the spill and leakage occurred on Plaintiff's property.

16. The aforementioned release of hazardous chemicals and environmentally unsafe substances onto the underlying soil and water was solely caused by the defective and unreasonably dangerous condition of said oil tank which was a result of Defendant's failure to properly maintain the oil tank and was in no way a result of the actions or inactions of Plaintiff.

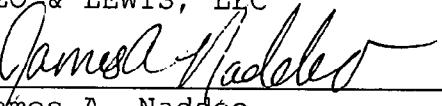
17. Plaintiff had no ability, power, dominion or control over the instant oil tank which has been described as causing oil to leak into the underlying soil and water at Plaintiff's property.

18. By virtue of the foregoing, Defendant is liable to indemnify Plaintiff for the entire amount of all payments which Plaintiff was required to pay to remedy the oil spill and comply with the Department of Environmental Protection regulations and requirements.

WHEREFORE, Plaintiff, T. Andrew Lingle, Executor of the Estate of Thomas A. Lingle, demands judgment against Defendant, Ryan Albert, for \$11,178.59 and costs along with such other and further relief as the Court deems just and proper.

NADDEO & LEWIS, LLC

By



James A. Naddéo

Attorney for Plaintiff

V E R I F I C A T I O N

I, T. Andrew Lingle, verify that I am Executor of the Estate of Thomas A. Lingle and that I am authorized to execute this verification and further that the statements made in the foregoing Complaint are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

By:

T. Andrew Lingle
T. Andrew Lingle, Plaintiff
Executor of Estate of Thomas A. Lingle

Dated: 8/28/07

CLEARFIELD COUNTY

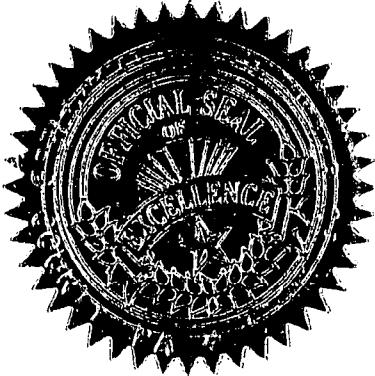
REGISTER OF WILLS
Certificate of Grant of Letters Testamentary

No. 1706-0604

ESTATE OF THOMAS A. LINGLE

Late of CLEARFIELD,
CLEARFIELD County, PA,
Deceased

Social Security No: 200-26-3342



WHEREAS, on the 1st day of November, 2006 instrument dated June 11, 2004 was admitted to probate as the last will of THOMAS A. LINGLE late of CLEARFIELD, CLEARFIELD County, PA, who died on the 29th day of October, 2006 and

WHEREAS, a true copy of the will as probated is annexed hereto.

THEREFORE, I, Karen L. Starck, Register of Wills in and for the County of Clearfield, in the Commonwealth of Pennsylvania, hereby certify that I have this day granted Letters Testamentary to T. ANDREW LINGLE who has duly qualified as Executor and has agreed to administer the estate according to law, all of which fully appears of record in my Office at Clearfield County, Pennsylvania.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office the 1st day of November, 2006.

Register of Wills

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 2008

Exhibit "A"

(804) 273-6944



Pennsylvania Department of Environmental Protection

208 West Third Street, Suite 101
Williamsport, PA 17701-6448

October 5, 2006

Northcentral Regional Office

Fax 570-327-3420

CERTIFIED MAIL NO.: 7004 2890 0001 4756 3448

Mr. Andrew Lingle
1452 Martin Street Extension
Clearfield, PA 16830

Temporary Discharge Authorization
Lynwood Mobile Home Park, 1102 Lynwood Drive
Lawrence Township, Clearfield County

Dear Mr. Lingle:

This correspondence regards a request made by Chambers Environmental Group, Inc., on your behalf for a temporary discharge authorization at the above-referenced facility. This request results from the need to treat and discharge groundwater during a No. 2 fuel oil spill cleanup from an aboveground storage tank (AST). This water may be contaminated with No. 2 fuel oil constituents.

The request indicates that the excavation project may last up to two days. The water will be pumped into a settling tank to remove sediment and free product, then through a 500-pound granular activated carbon unit prior to being discharged to an unnamed tributary to the West Branch Susquehanna River. Please note that under this scenario the discharge must comply with the surface water criteria and the limitations specified below as opposed to the Statewide Health Standards of Chapter 250 of the Administration of Land Recycling Program.

The authorization to discharge the treated water is approved with the following conditions:

1. Effluent Limitations and Monitoring Requirements:

Parameter	Limit of Discharge	Sample Type
Benzene	1	Grab
Total of Benzene, Ethylbenzene, Toluene, and total Xylenes	100	Grab



Parameter	Limit Discharge (mg/L)	Sample Type
		TDI
Naphthalene	10	Grab
Cumene	5	Grab
MTBE	5	Grab
Fluorene	1000	Grab
Phenanthrene	1.9	Grab
Total Suspended Solids	30,000	Grab
Oil and Grease	15,000	Grab
pH	between 6.0 and 9.0 standard units	Grab

2. Effluent samples for the above-listed parameters shall be taken upon startup and at the end of the discharge to verify that breakthrough of the carbon treatment has not taken place. All sampling shall be done in accordance with DEP Technical Document – Closure Requirements for Underground Storage Tank Systems, Effective April 1, 1998.
3. No erosion of the ground surface, banks or streambed shall be induced by this discharge; appropriate erosion and sedimentation controls shall be installed as necessary.
4. All results of monitoring and analyses must be submitted by November 28, 2006, and sent to Mr. Scott Sabocheck at:

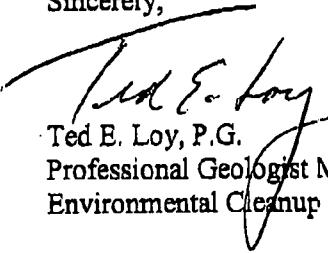
Pennsylvania Department of Environmental Protection
Environmental Cleanup Program
208 West Third Street - Suite 101
Williamsport, PA 17701-6448

5. This temporary discharge authorization shall expire upon completion of the above-referenced activity.

This letter does not waive, either expressly or by implication, the power or authority of the Commonwealth of Pennsylvania to prosecute for any and all violations of law arising prior to or after the issuance of this approval or the conditions upon which the approval is based. This letter shall not be construed so as to waive or impair any rights of the Department of Environmental Protection, heretofore or hereafter existing.

Should you have any other questions, please contact either Scott Sabocheck, at 570-321-6520, or myself at 570-327-3377.

Sincerely,


Ted E. Loy, P.G.
Professional Geologist Manager
Environmental Cleanup

cc: Chamber Environmental Group Inc.
Lawrence Township
Scott Sabocheck
File

Job Invoice

Page: 1

CHAMBERS ENVIRONMENTAL GROUP, INC.

629 East Rolling Ridge Drive
Bellefonte, PA 16823

(814) 355-2241

Sold To: ANDREW LINGLE, ESQ.
9211 FOREST HILL AVENUE
SUITE 201
RICHMOND, VA 23235

Invoice Number:

152601

Invoice Date

Dec 28, 2006

Job Type

Remediation - Soil Removal

Job Name/Location:

1102 Willow Drive, Clearfield, PA

Work Ordered By:

Andrew Lingle, Esq.

Payment Terms:

Net 30 Days

Quantity	Description	Unit Price	Extension
MATERIALS			
535.00	Utility Mileage	0.450	240.75
4.00	Service Vehicle	53.000	212.00
2.00	Cargo Trailer	26.000	52.00
1.00	Electric Generator	53.000	53.00
2.00	PID Meter	68.000	136.00
2.00	pH/ORP/Temp. Meter	32.000	64.00
2.00	Bob-cat w/Loader	210.000	420.00
2.00	500 lb. GAC Vessel	37.000	74.00
2.00	500 gal Storage Tank	32.000	64.00
1.00	Peristaltic Pump	32.000	32.00
1.00	Drum Head Vac	26.000	26.00
52.00	Disposable Gloves	0.260	13.52
50.00	1" Black Poly Tubing	0.320	16.00
6.00	Silicone Tubing	2.590	15.54
4.00	Geo-filter	15.840	63.36
18.00	Spill Pad	0.290	5.22
4.00	55 gal Drum	30.250	121.00
9.00	55 lb Bag of Carbon	57.013	513.12
1.00	Tyvek Suit	10.120	10.12
1.00	Veolia ES Solid Waste of PA	1,191.520	1,191.52
1.00	Chem-Trade	227.430	227.43
1.00	Fairway Laboratories	1,618.000	1,618.00
1.00	Swisher Concrete Products	717.090	717.09
1.00	Reed Brothers Equip. Rental	504.350	504.35
1.00	Supplies - Lowe's	423.820	423.82
1.00	Shipping - UPS	7.950	7.95
3.00			

Accounts not paid within terms are subject to a 1.5% monthly finance charge.

CHAMBERS ENVIRONMENTAL GROUP, INC. APPRECIATES THE FACT THAT YOU HAVE ENTRUSTED OUR COMPANY TO PERFORM THESE DELICATE SERVICES.

Total Invoice Amount
Payment Received
TOTAL

Continued

Continued

Exhibit "C"

Job Invoice

Page: 2

CHAMBERS ENVIRONMENTAL GROUP, INC.

629 East Rolling Ridge Drive
Bellefonte, PA 16823

(814) 355-2241

Invoice Number:

152601

Invoice Date:

Dec 28, 2006

Job Type:

Remediation - Soil Removal

Job Name/Location:

1102 Willow Drive, Clearfield, PA

Work Ordered By:

Andrew Lingle, Esq.

Sold To: ANDREW LINGLE, ESQ.
9211 FOREST HILL AVENUE
SUITE 201
RICHMOND, VA 23235

Payment Terms:

Net 30 Days

Quantity	Description	Unit Price	Extension
1.00	Per Diem	29.810	29.81
63.00	Black copies (8 1/2x11)	0.050	3.15
4.00	Color copies (8 1/2x11)	0.400	1.60
	-----LABOR-----		
0.50	Greg Myers	100.000	50.00
3.00	Joe Miller	83.000	249.00
5.50	Matthew Whitman	61.000	335.50
28.00	Keith Skow	58.000	1,624.00
31.00	Mark Burgin	49.000	1,519.00
0.25	Shirley Scheidell	47.000	11.75
1.00	DEPOSIT RECEIVED 12/18/06	-2,500.000	-2,500.00

Accounts not paid within terms are subject to a 1.5% monthly finance charge.

CHAMBERS ENVIRONMENTAL GROUP, INC. APPRECIATES THE FACT THAT YOU
HAVE ENTRUSTED OUR COMPANY TO PERFORM THESE DELICATE SERVICES.

Total Invoice Amount
Payment Received
TOTAL

8,145.60

18/12/06 145.60

1.010

RAA MU 0047/70344

LAW OFFICES

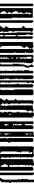
AUG-7-2001-MUNI 04:10 PM

1016
2/9/2007
8,145.60

Estate of Thomas A. Lingle
Chambers Environmental Group, Inc.

Estate of Thomas A. L.

8,145.60



61083

Job Invoice

Page: 1

CHAMBERS ENVIRONMENTAL GROUP, INC.
629 East Rolling Ridge Drive
Bellefonte, PA 16823

(814) 355-2241

Sold To: ANDREW LINGLE, ESQ.
9211 FOREST HILL AVENUE
SUITE 201
RICHMOND, VA 23235

Invoice Number: 152602
Invoice Date: Apr 4, 2007

Job Type: Remediation - Soil Removal

Job Name/Location: 1102 Willow Drive, Clearfield, PA

Work Ordered By: Andrew Lingle, Esq.

Payment Terms: Net 30 Days

Quantity	Description	Unit Price	Extension
	-----MATERIALS-----		
1.00	The Progress - Final Rpt.	33.110	33.11
1.00	Black copies (8 1/2x11)	0.050	0.05
2.00	Color copies (8 1/2x11)	0.400	0.80
1.00	Postage	5.030	5.03
	-----LABOR-----		
4.00	Matthew Whitman	61.000	244.00

CHAMBERS ENVIRONMENTAL GROUP, INC. APPRECIATES THE FACT THAT YOU
HAVE ENTRUSTED OUR COMPANY TO PERFORM THESE DELICATE SERVICES.
ACCOUNTS NOT PAID WITHIN TERMS ARE SUBJECT TO A 1.5% MONTHLY FINANCE
CHARGE.

Total Invoice Amount 282.99
Payment Received
TOTAL 282.99

P. 003

FAX No. 8042726944

AUG-27-2007-MON 04:04 PM LAW OFFICES

1005
282.99

Estate of Thomas A. Lingle
Chambers Environmental Group, Inc.

4/11/2007

Estate of Thomas A. L.

282.99

61083

|||||

Law Offices of
T. Andrew Lingle, P. C.
Stony Point I Building
9211 Forest Hill Avenue, Suite 201
Richmond, Virginia 23235
e-mail: andy@tandrewlingle.com

Telephone (804) 560-0961

Facsimile (804) 272-6944

February 9, 2007

Mr. Matthew Whitman
Chambers Environmental Group, Inc.
629 Rolling Ridge Drive
Bellefonte, Pennsylvania 16823

RE: Remediation at 1102 Willow Drive, Clearfield, PA

Mr. Whitman:

Enclosed is a check in the amount of \$250.00 payable to the Commonwealth of Pennsylvania for the final report, as explained in the attached e-mail you sent me in December. Please complete the remaining work so that we can close this matter.

I am also interested in having you give me a quote for re-piping the stream in two locations. Please call me at your earliest convenience to discuss this. Thank you for your assistance.

Sincerely,



T. Andrew Lingle

TAL/st
Enclosure

Exhibit "D"

Andrew Lingle

From: Matt Whitman [mwhitman@chambersenvironmental.com]

Sent: Monday, December 18, 2006 2:09 PM

To: andy@tandrewlingle.com

Mr. Lingle-
This is the email I received from the PADEP (Scott Sabocheck) today. I put the items in bold that have been finished and submitted in the report. As I mentioned, items 1 and 2 would only take me a couple of hours to finish and that would appear to be the only work that I would need to complete. If you so choose this option, we can submit a check and bill you for it. Please let me know if you have any questions and/or if you want to move forward. Thanks.

Matt,

The 4 items listed below are the Act 2 reporting requirements for a 90-day cleanup. The report that was received by the Department on 12/12/06 will serve as the Final Report. If I can be of any assistance or if you have any questions concerning this matter, please do not hesitate to call me at 570-321-6520.
Thanks! Scott S.

1.) https://www.dep.state.pa.us/wm_apps/NIR/NIR_Submission/default.htm = Notice of Intent to Remediate (NIR)

2.) https://www.dep.state.pa.us/wm_apps/finalreports/landrecycling/ = Final Report Summary

3.) Final Report:

An Act 2 Final report that should include the four items listed below.

a. Laboratory results for all samples collected.

b. A map of the release location that includes all sample locations and a scale. The map, or maps, must be of sufficient detail that the site can be easily located in the future. Latitude and longitude should be provided.

c. A narrative of the incident and the remediation measures conducted.

d. Disposal receipts for all contaminated material taken off-site

4.) A check for \$250 payable to the Comm. of PA.

The forms for completing the NIR, Final Report Summary, and examples of the public notice language are available on the Department's website at <http://www.depweb.state.pa.us/landrecwaste/cwp/view.asp?a=1243&Q=465391&landrecwasteNav>

Scott M. Sabocheck

1/10/2007

1101

44007/7400 AN VWA

0001100 WAT

WJ 00160 NAM/0007-17-AWV

Environmental Cleanup Program
NCRO/DEP/Williamsport

1/10/2007

7101

LAW 0047/2007

LAW 0047/2007

AUG-7-2007-MON 04:00 PM

Estate of Thomas A. Lingle
Commonwealth of Pennsylvania

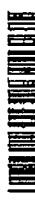
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250.00

2/9/2007

Estate of Thomas A. L

250.00

61083



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

T. Andrew Lingle, Executor
of the Estate of Thomas A.
Lingle,

Plaintiff,

v.

Ryan Albert, an individual,
Defendant.

* No. 07 - 1435 - CD

* Type of Pleading:

* **PRAECIPE TO REINSTATE**

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

* James A. Naddeo, Esq.

* Pa I.D. 06820

*

* Trudy G. Lumadue, Esq.

* Pa I.D. 202049

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

*

*

*

FILED
03/3754
OCT 08 2007
1 Complaint
Reinstated to
Sheriff
Atty Pd.
7.00
William A. Shaw
Prothonotary/Clerk of Courts
GR

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

T. Andrew Lingle, Executor
of the Estate of Thomas A.
Lingle.

*

*

*

*

*

2

V.

NO. 07 - 1435 - CD

Ryan Albert, an individual,
Defendant.

2

1

PRAECIPE TO REINSTATE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please reinstate the Complaint filed in the above-captioned case.

James A. Naddeo, Esquire
Attorney for Plaintiff

James A. Naddeo, Esquire
Attorney for Plaintiff

FILED

OCT 08 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

T. ANDREW LINGLE, Executor :
of the Estate of THOMAS A. :
LINGLE, :
Plaintiff : No. 07 - 1435 - C.D.
vs. :
RYAN ALBERT, an individual, :
Defendant :
:

**PRAECIPE FOR ENTRY OF
APPEARANCE**

Filed on Behalf of:
Defendant

Counsel of Record for
This Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

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

FILED 3cc
01/30/2007 Atty Ryan
JCT 29 2007
(60)

William A. Shaw
Prothonotary/Clerk of Courts

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

T. ANDREW LINGLE, Executor	:	
of the Estate of THOMAS A.	:	
LINGLE,	:	
Plaintiff	:	No. 07 – 1435 – C.D.
vs.	:	
RYAN ALBERT, an individual,	:	
Defendant	:	

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of RYAN ALBERT, Defendant in the above-captioned matter.

BELIN, KUBISTA & RYAN



John R. Ryan, Esquire
Attorney for Defendant

FILED

OCT 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

T. ANDREW LINGLE, Executor :
of the Estate of THOMAS A. :
LINGLE, :
Plaintiff : No. 07 – 1435 – C.D.
:
vs. :
RYAN ALBERT, an individual, :
Defendant :
:

ANSWER AND NEW MATTER

Filed on behalf of:
Defendant

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

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

FILED 3CC
012-58801 Atty Ryan
NOV 06 2007
(GK)
William A. Shaw
Prothonotary/Clerk of Courts

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

T. ANDREW LINGLE, Executor of the Estate of THOMAS A. LINGLE,	:	
Plaintiff	:	No. 07 - 1435 - C.D.
vs.	:	
RYAN ALBERT, an individual, Defendant	:	

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 New Matter 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 New Matter or for any other claim or relief requested by the Defendant. 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's Office
Clearfield County Courthouse
Market & Second Streets
Clearfield, PA 16830
(814) 765-2641

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

T. ANDREW LINGLE, Executor	:	
of the Estate of THOMAS A.	:	
LINGLE,	:	
Plaintiff	:	No. 07 – 1435 – C.D.
vs.	:	
RYAN ALBERT, an individual,	:	
Defendant	:	

ANSWER AND NEW MATTER

NOW COMES, Ryan Albert, Defendant above named, and by his Attorneys, Belin, Kubista & Ryan, files his Answer to the Complaint of the Plaintiff as follows:

1. Admitted.

2. Admitted.

3. Admitted in part and denied in part. It is admitted that oil was drained from a storage tank at the residence of the Defendant. Denied in that Defendant did not "allow and permit" the oil to leak or spill from said tank. On the contrary, said oil was drained from the tank located at the residence of the Defendant by an act of deliberate vandalism, said act having been committed by a party or parties unknown to Defendant.

4. Admitted.

5. Admitted in that the incident complained of did occur on property owned by the Plaintiff as alleged. Denied in that the oil was drained from the tank located at the residence of the Defendant by an act of deliberate vandalism committed by a party or parties unknown to Defendant.

6. Admitted.

7. Defendant specifically denies any negligence in failing to maintain the said oil storage tank, for the reason set forth at Paragraphs 3 and 5 herein above.

8. Defendant is without specific knowledge as to any communication between the Plaintiff and the Department of Environmental Resources and is without specific knowledge as to any requirements placed upon the Plaintiff by the said Department as to remediation, therefore the allegations of Paragraph 8 are denied and strict proof thereof is demanded at the time of trial.

9. Defendant is without specific knowledge as to any requirements placed upon the Plaintiff by the Department of Environmental Resources, therefore the allegations of Paragraph 9 are denied and strict proof thereof is demanded at the time of trial.

10. Defendant is without specific knowledge as to the averments of Paragraph 10, therefore the said averments are denied and strict proof thereof is demanded at the time of trial.

11. Defendant is without specific knowledge as to the averments of Paragraph 11, therefore the said averments are denied and strict proof thereof is demanded at the time of trial.

12. Defendant is without specific knowledge as to the averments of Paragraph 12, therefore the said averments are denied and strict proof thereof is demanded at the time of trial.

13. The averments of Paragraph 13 represent a conclusion of law to which no response is required. To the extent that the averments of Paragraph 13 represent averments of fact, the same are denied for the reason set forth at Paragraphs 3 and 5 herein above.

COUNT I – INDEMNITY

14. Paragraphs 1 through and including Paragraph 13 of Defendant's Answer are incorporated herein by reference as if set forth at length.

15. Admitted insofar as the Defendant is the owner of the oil tank. Denied insofar as the said tank did not leak, and on the contrary the contents of the tank were deliberately drained by a person or persons unknown to the Defendant.

16. Denied for the reasons set forth herein above.

17. Denied in that the said tank did not leak. On the contrary, the contents of the said tank were deliberately drained by a person or persons unknown to the Defendant. In all respects, the Defendant had maintained the said tank in a safe and reasonable manner.

18. It is specifically denied that Defendant is in any way liable to the Plaintiff for any cost which may have been incurred by Plaintiff in the remediation of the oil spill as alleged, for the reasons set forth herein.

WHEREFORE, Defendant requests that the Plaintiff's Complaint be dismissed, and that judgment be entered in his favor and against the Plaintiff.

NEW MATTER

NOW COMES, Ryan Albert, Defendant above named, and by his Attorneys, Belin, Kubista & Ryan, files his New Matter and avers as follows:

19. Paragraphs 1 through and including Paragraph 18 of Defendant's Answer are incorporated herein by reference as if set forth at length.

20. At all times relevant herein, Defendant had maintained the oil storage tank in a safe and reasonable manner.

21. Contrary to the allegations made by the Plaintiff, the oil did not spill or leak from the tank as the result of any negligence on the part of the Defendant.

22. The oil was released from the tank as the result of a person or persons unknown to the Defendant physically opening a valve on the tank, which allowed the oil to escape.

23. The action of such person or person represented the direct and proximate cause of any economic loss sustained by the Plaintiff.

24. At no time has Defendant been issued a citation or other legal notification from the Department of Environmental Protection, or any other federal, state or local agency alleging or asserting that he was in any way responsible for the oil drained from the storage tank onto the property of the Plaintiff.

25. Further, Defendant believes and therefore avers that the incident was investigated by the Lawrence Township Police Department, and that the result of the investigation was that an act of vandalism was the cause of the oil draining from the tank.

WHEREFORE, Defendant requests that judgment be entered in his favor and against the Plaintiff.

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Defendant

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



Ryan Albert

T. ANDREW LINGLE, Executor of
the Estate of Thomas A. Lingle
Plaintiff

vs.

RYAN ALBERT, an individual
Defendant

:IN THE COURT OF COMMON PLEAS OF
:CLEARFIELD COUNTY, PENNSYLVANIA
:
:DOCKET NO. 07-1435-CD
:
:CIVIL ACTION - LAW
:
:

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the Defendant in this action.

MITCHELL MITCHELL GALLAGHER WEBER
SOUTHARD & WISHARD P.C.

By 

Darryl R. Wishard
Attorney for Defendant
10 West Third Street
Williamsport, PA 17701
(570) 323-8404

I.D. 56862

FILED

OCT 31 2007
m/10/2007
William A. Shaw
Prothonotary/Clerk of Courts

1 copy to AM
copy to C/A

CERTIFICATE OF SERVICE

And now, this 29th day of October, 2007, Darryl R. Wishard hereby certifies that the foregoing Praeclipe for Entry of Appearance was filed with the Clearfield County Prothonotary, via U.S. Mail, postage prepaid. Further, a copy of the foregoing was served, via U.S. First Class Mail, postage prepaid, on:

James A. Naddeo, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
Attorney for Plaintiff



Darryl R. Wishard

ID#56862

FILED

NOV 06 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

T. ANDREW LINGLE, Executor :
of the Estate of THOMAS A. :
LINGLE, :
Plaintiff : No. 07 – 1435 – C.D.
:
vs. :
RYAN ALBERT, an individual, :
Defendant :
:

CERTIFICATE OF SERVICE

Filed on behalf of:
Defendant

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

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

FILED
01/10/2007
NOV 08 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

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

T. ANDREW LINGLE, Executor	:	
of the Estate of THOMAS A.	:	
LINGLE,	:	
Plaintiff	:	No. 07 – 1435 – C.D.
vs.	:	
RYAN ALBERT, an individual,	:	
Defendant	:	

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Answer and New Matter filed on behalf of RYAN ALBERT, Defendant in the above captioned matter, on the following party by postage prepaid first-class United States mail, on the 7th day of November, 2007:

James A. Naddeo, Esquire
Naddeo & Lewis, LLC
P.O. Box 552
Clearfield, PA 16830
Attorney for Plaintiff

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Defendant

FILED

NOV 08 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

T. ANDREW LINGLE, EXECUTOR
of the Estate of THOMAS A.
LINGLE,

Plaintiff,

v.

RYAN ALBERT, an individual,
Defendant.

* No. 07 - 1435 - CD

* Type of Pleading:

* **REPLY TO NEW MATTER**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa. I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Bx 552
* Clearfield, PA 16830
* (814) 765-1501

Dated: November 27, 2007

FILED 100
01/31/2008 Atty Naddeo
NOV 27 2007
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

REPLY TO NEW MATTER

NOW COMES the Plaintiff, T. Andrew Lingle, Executor of the Estate of Thomas A. Lingle, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

19. No answer is required by Plaintiff.

20. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

21. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

22. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

23. States a conclusion of law to which no answer is required by Plaintiff. To the extent an answer may be required said averment is denied.

24. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

25. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

WHEREFORE, Plaintiff, T. Andrew Lingle, Executor of the Estate of Thomas A. Lingle, respectfully requests that judgment be entered in favor of Plaintiff and against the Defendant.

NADDEC & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

V E R I F I C A T I O N

I, T. Andrew Lingle, verify that I am Executor of the Estate of Thomas A. Lingle and that I am authorized to execute this verification and further that the statements made in the foregoing Reply to New Matter are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

By: T. Andrew Lingle
T. Andrew Lingle, Plaintiff
Executor of Estate of Thomas A. Lingle

Dated: 11/21/07

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

T. Andrew Lingle, Executer *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Reply to New Matter was served on the following and in the following manner on the 27th day of November, 2007:

First-Class Mail, Postage Prepaid

John R. Ryan, Esquire
BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By: 
James A. Naddeo
Attorney for Defendant

FILED

NOV 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

T. ANDREW LINGLE, Executor :
of the Estate of THOMAS A. :
LINGLE, :
Plaintiff : No. 07 - 1435 - C.D.
vs. :
RYAN ALBERT, an individual, :
Defendant :
:

STIPULATION

Filed on Behalf of
Defendant

Counsel of Record for
This Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

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

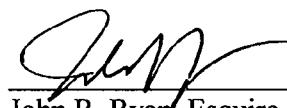
FILED
02:49 p.m. 6K
JAN 03 2008 4cc to Aity
William A. Shaw
Prothonotary/Clerk of Courts
(6K)

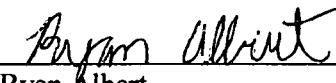
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

T. ANDREW LINGLE, Executor :
of the Estate of THOMAS A. :
LINGLE, :
Plaintiff : No. 07 – 1435 – C.D.
vs. :
RYAN ALBERT, an individual, :
Defendant :
:

STIPULATION

NOW THIS 3rd of JANUARY, 2008, upon stipulation of RYAN ALBERT and his counsel, JOHN R. RYAN, it is hereby agreed that JOHN R. RYAN is permitted to withdraw as counsel for RYAN ALBERT, Defendant in the above-captioned action.


John R. Ryan, Esquire


Ryan Albert

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

T. ANDREW LINGLE, Executor
of the Estate of THOMAS A.
LINGLE, Plaintiff : No. 07 - 1435 - C.D.
vs. :
RYAN ALBERT, an individual, Defendant :

**PRAECIPE FOR WITHDRAWAL
OF APPEARANCE**

Filed on Behalf of:
Defendant

Counsel of Record for
This Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

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

FILED
02:49PM 01/03/2008
JAN 03 2008

William A. Shaw
Prothonotary/Clerk of Courts

4CC TO

ATTY

62

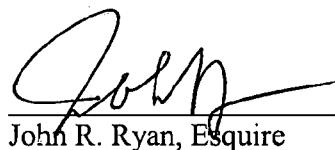
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

T. ANDREW LINGLE, Executor :
of the Estate of THOMAS A. :
LINGLE, :
Plaintiff : No. 07 – 1435 – C.D.
vs. :
RYAN ALBERT, an individual, :
Defendant :
:

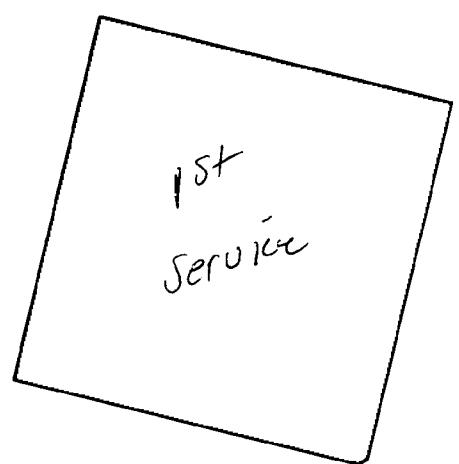
PRAECIPE FOR WITHDRAWAL OF APPEARANCE

TO WILLIAM SHAW, PROTHONOTARY:

Pursuant to the Stipulation dated January 3, 2008, please withdraw my appearance as
counsel for **RYAN ALBERT**, Defendant in the above-captioned action.



John R. Ryan, Esquire



In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103157**

T. ANDREW LINGLE, Executor of the Estate of Thomas A. Lingle

Case # 07-1435-CD

VS.

RYAN ALBERT

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW January 25, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO RYAN ALBERT, DEFENDANT. ATTEMPTED, NO RESPONSE.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NADDEO	670	10.00
SHERIFF HAWKINS	NADDEO	670	20.41

FILED
03/15/08
JAN 28 2008
(LM)

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

____ Day of _____ 2008

Chester A. Hawkins
by *Marilyn Hamer*
Chester A. Hawkins
Sheriff

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

T. Andrew Lingle, Executor
of the Estate of Thomas A.
Lingle,
Plaintiff,

v.

Ryan Albert, an individual,
Defendant.

* No. 07 - 1435 - CD

* Type of Pleading:

* **COMPLAINT**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820
* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: September 4, 2007

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

SEP 04 2007

Attest,

William L. Shan
Prothonotary/
Clerk of Courts

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07 - - CD
*
Ryan Albert, an individual, *
Defendant. *

NOTICE

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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 and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07 - - CD
*
Ryan Albert, an individual, *
Defendant. *

COMPLAINT

NOW COMES the Plaintiff, T. Andrew Lingle, Executor of the Estate of Thomas A. Lingle, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff, T. Andrew Lingle, is an individual residing at 1824 Gildenborough Court, Mindlothian, Virginia 23113. Plaintiff is the Executrix of the Estate of Thomas A. Lingle, deceased, having been appointed by the Register of Wills of Clearfield County, Pennsylvania. A true and correct copy of Certificate of Grant of Letters Testamentary is attached hereto as Exhibit "A."

2. That the Defendant, Ryan Albert, is an adult individual whose last known address is 1102 Lynnwood Court, Clearfield, Pennsylvania 16830.

3. That Defendant did allow and permit oil to spill and leak from an oil tank located at his residence at 1102 Lynnwood Court, Clearfield, Pennsylvania 16830.

4. That said oil leaked into the underground land and said oil is considered an environmental hazard when not properly contained.

5. That the spill of oil described in paragraph three occurred upon property owned by Plaintiff located at 1102 Lynnwood Court, Clearfield, Pennsylvania 16830.

6. That Defendant rented said property as identified in paragraph three above and did place upon said property rented an oil tank which Defendant utilized to service his residence with heat.

7. Defendant was negligent in failing to maintain his oil tank in a manner that would prevent oil from leaking onto the land and soil underneath the tank.

8. That Plaintiff being owner of said property was notified by the Department of Environmental Protection that the leakage of oil occurred at and on property owned by Plaintiff and said leakage is considered environmentally unsafe and hazardous. Furthermore that Plaintiff was required to remedy said oil leakage immediately.

9. That Plaintiff was required to pay for the remediation of the oil which spilt into the underground soil and water at said property and that the Department of Environmental Protection elected not to cite or prosecute defendant under the laws of the Commonwealth of Pennsylvania in lieu of Defendant

remediating said oil spill. A true and correct copy of said proof of permission by the Department of Environmental Protection to remediate the spill is attached hereto as Exhibit "B."

10. That Defendant enlisted the services of Chambers Environmental Group, Inc. which did remediate and remove said oil as had leaked and spilt into the land and water per the Department of Environmental Protection requirements. A true and correct copy of Job Invoices of Chambers Environmental Group, Inc. and proof of payment thereof are attached collectively hereto as Exhibit "C."

11. That the cost of the remediation service as enlisted from Chambers Environmental Group, Inc. and as required by the Department of Environmental Protection was in the amount of \$10,928.59. (Invoice 152601 in the amount of \$10,645.60 plus Invoice 152601 in the amount of \$282.99). Exhibit C.

12. That Plaintiff was further required to submit a Final Report to the Department of Environmental Protection which included a fee of \$250.00 payable to the Commonwealth of Pennsylvania. True and correct copies of Final Report requirement and payment are attached collectively hereto as Exhibit "D."

13. Defendant, Ryan Albert, is liable over to Plaintiff for contribution with respect to all costs Plaintiff incurred to remediate the oil spill caused by Defendant.

COUNT I - INDEMNITY

14. Plaintiff incorporates by reference paragraphs one through thirteen in their entirety.

15. Defendant is the owner of the oil tank and was the sole individual in dominion and control of said oil tank when the spill and leakage occurred on Plaintiff's property.

16. The aforementioned release of hazardous chemicals and environmentally unsafe substances onto the underlying soil and water was solely caused by the defective and unreasonably dangerous condition of said oil tank which was a result of Defendant's failure to properly maintain the oil tank and was in no way a result of the actions or inactions of Plaintiff.

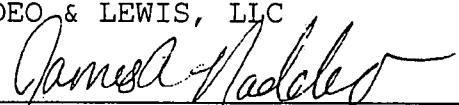
17. Plaintiff had no ability, power, dominion or control over the instant oil tank which has been described as causing oil to leak into the underlying soil and water at Plaintiff's property.

18. By virtue of the foregoing, Defendant is liable to indemnify Plaintiff for the entire amount of all payments which Plaintiff was required to pay to remedy the oil spill and comply with the Department of Environmental Protection regulations and requirements.

WHEREFORE, Plaintiff, T. Andrew Lingle, Executor of the Estate of Thomas A. Lingle, demands judgment against Defendant, Ryan Albert, for \$11,178.59 and costs along with such other and further relief as the Court deems just and proper.

NADDEO & LEWIS, LLC

By



James A. Naddeo

Attorney for Plaintiff

V E R I F I C A T I O N

I, T. Andrew Lingle, verify that I am Executor of the Estate of Thomas A. Lingle and that I am authorized to execute this verification and further that the statements made in the foregoing Complaint are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 13 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

By:

T. Andrew Lingle
T. Andrew Lingle, Plaintiff
Executor of Estate of Thomas A. Lingle

Dated: 8/28/07

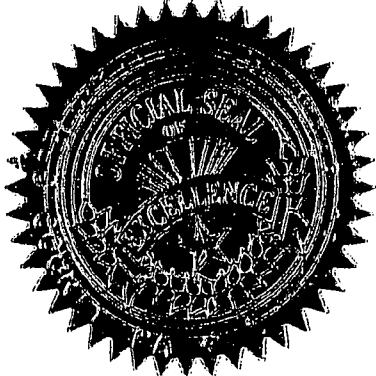
REGISTER OF WILLS
Certificate of Grant of Letters Testamentary

No. 1706-0604

ESTATE OF THOMAS A. LINGLE

late of CLEARFIELD,
CLEARFIELD County, PA,
Deceased

Social Security No: 200-26-3342



WHEREAS, on the 1st day of November, 2006 instrument dated June 11, 2004 was admitted to probate as the last will of THOMAS A. LINGLE late of CLEARFIELD, CLEARFIELD County, PA, who died on the 29th day of October, 2006 and

WHEREAS, a true copy of the will as probated is annexed hereto.

THEREFORE, I, Karen L. Starck, Register of Wills in and for the County of Clearfield, in the Commonwealth of Pennsylvania, hereby certify that I have this day granted Letters Testamentary to T. ANDREW LINGLE who has duly qualified as Executor and has agreed to administer the estate according to law, all of which fully appears of record in my Office at Clearfield County, Pennsylvania.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office the 1st day of November, 2006.

Karen L. Starck

Register of Wills

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 2008

Exhibit "A"

(804) 278-6944



Pennsylvania Department of Environmental Protection

208 West Third Street, Suite 101

Williamsport, PA 17701-6448

October 5, 2006

Northcentral Regional Office

Fax 570-327-3420

CERTIFIED MAIL NO.: 7004 2890 0001 4756 3448

Mr. Andrew Lingle
1452 Martin Street Extension
Clearfield, PA 16830

Temporary Discharge Authorization
Lynwood Mobile Home Park, 1102 Lynwood Drive
Lawrence Township, Clearfield County

Dear Mr. Lingle:

This correspondence regards a request made by Chambers Environmental Group, Inc., on your behalf for a temporary discharge authorization at the above-referenced facility. This request results from the need to treat and discharge groundwater during a No. 2 fuel oil spill cleanup from an aboveground storage tank (AST). This water may be contaminated with No. 2 fuel oil constituents.

The request indicates that the excavation project may last up to two days. The water will be pumped into a settling tank to remove sediment and free product, then through a 500-pound granular activated carbon unit prior to being discharged to an unnamed tributary to the West Branch Susquehanna River. Please note that under this scenario the discharge must comply with the surface water criteria and the limitations specified below as opposed to the Statewide Health Standards of Chapter 250 of the Administration of Land Recycling Program.

The authorization to discharge the treated water is approved with the following conditions:

1. Effluent Limitations and Monitoring Requirements:

Parameter	Limit of Discharge (mg/L)	Sample Type
Benzene	1	Grab
Total of Benzene, Ethylbenzene, Toluene, and total Xylenes	100	Grab

Parameter	Limit of Discharge (PPM)	Sample Type
Naphthalene	10	Grab
Cumene	5	Grab
MTBE	5	Grab
Fluorene	1000	Grab
Phenanthrene	1.9	Grab
Total Suspended Solids	30,000	Grab
Oil and Grease	15,000	Grab
pH	between 6.0 and 9.0 standard units	Grab

2. Effluent samples for the above-listed parameters shall be taken upon startup and at the end of the discharge to verify that breakthrough of the carbon treatment has not taken place. All sampling shall be done in accordance with DEP Technical Document - Closure Requirements for Underground Storage Tank Systems, Effective April 1, 1998.
3. No erosion of the ground surface, banks or streambed shall be induced by this discharge; appropriate erosion and sedimentation controls shall be installed as necessary.
4. All results of monitoring and analyses must be submitted by November 28, 2006, and sent to Mr. Scott Sabocheck at:

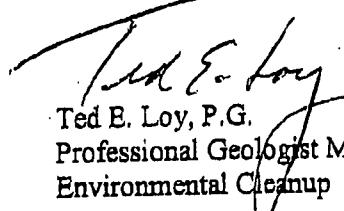
Pennsylvania Department of Environmental Protection
Environmental Cleanup Program
208 West Third Street - Suite 101
Williamsport, PA 17701-6448

5. This temporary discharge authorization shall expire upon completion of the above-referenced activity.

This letter does not waive, either expressly or by implication, the power or authority of the Commonwealth of Pennsylvania to prosecute for any and all violations of law arising prior to or after the issuance of this approval or the conditions upon which the approval is based. This letter shall not be construed so as to waive or impair any rights of the Department of Environmental Protection, heretofore or hereafter existing.

Should you have any other questions, please contact either Scott Sabocheck, at 570-321-6520, or myself at 570-327-3377.

Sincerely,



Ted E. Loy, P.G.
Professional Geologist Manager
Environmental Cleanup

cc: Chamber Environmental Group Inc.
Lawrence Township
Scott Sabocheck
File

Job Invoice

Page: 1

CHAMBERS ENVIRONMENTAL GROUP, INC.

629 East Rolling Ridge Drive
Bellefonte, PA 16823

(814) 355-2241

Sold To: ANDREW LINGLE, ESQ.
9211 FOREST HILL AVENUE
SUITE 201
RICHMOND, VA 23235

Invoice Number:

152601

Invoice Date:

Dec 28, 2006

Job Type:

Remediation - Soil Removal

Job Name/Location:

Work Ordered By

Andrew Lingle, Esq.

Payment Terms:

Net 30 Days

Quantity	Description	Unit Price	Extension
MATERIALS			
535.00	Utility Mileage	0.450	240.75
4.00	Service Vehicle	53.000	212.00
2.00	Cargo Trailer	26.000	52.00
1.00	Electric Generator	53.000	53.00
2.00	PID Meter	68.000	136.00
2.00	pH/ORP/Temp. Meter	32.000	64.00
2.00	Bob-cat w/Loader	210.000	420.00
2.00	500 lb. GAC Vessel	37.000	74.00
2.00	500 gal Storage Tank	32.000	64.00
1.00	Peristaltic Pump	32.000	32.00
1.00	Drum Head Vac	26.000	26.00
52.00	Disposable Gloves	0.260	13.52
50.00	1" Black Poly Tubing	0.320	16.00
6.00	Silicone Tubing	2.590	15.54
4.00	Geo-filter	15.840	63.36
18.00	Spill Pad	0.290	5.22
4.00	55 gal Drum	30.250	121.00
8.00	55 lb Bag of Carbon	57.013	513.12
1.00	Tyvek Suit	10.120	10.12
1.00	Veolia ES Solid Waste of PA	1,191.520	1,191.52
1.00	Chem-Trade	227.430	227.43
1.00	Fairway Laboratories	1,618.000	1,618.00
1.00	Swisher Concrete Products	717.090	717.09
1.00	Reed Brothers Equip. Rental	504.350	504.35
1.00	Supplies - Lowe's	423.820	423.82
1.00	Shipping - UPS	7.950	7.95
535.00			

Accounts not paid within terms are subject to a 1.5% monthly finance charge.

CHAMBERS ENVIRONMENTAL GROUP, INC. APPRECIATES THE FACT THAT YOU HAVE ENTRUSTED OUR COMPANY TO PERFORM THESE DELICATE SERVICES.

Total Invoice Amount

Payment Received

TOTAL

Continued

Continued

Exhibit "C"

Job Invoice

Page: 2

CHAMBERS ENVIRONMENTAL GROUP, INC.

629 East Rolling Ridge Drive
Bellefonte, PA 16823

(814) 355-2241

Invoice Number:

152601

Invoice Date:

Dec 28, 2006

Job Type:

Remediation - Soil Removal

Job Name/Location:

1102 Willow Drive, Clearfield, PA

Work Ordered By:

Andrew Lingle, Esq.

Payment Terms:

Net 30 Days

Sold To: ANDREW LINGLE, ESQ.
9211 FOREST HILL AVENUE
SUITE 201
RICHMOND, VA 23235

Quantity	Description	Unit Price	Extension
1.00	Per Diem	29.810	29.81
63.00	Black copies (8 1/2x11)	0.050	3.15
4.00	Color copies (8 1/2x11)	0.400	1.60
	----- LABOR -----		
0.50	Greg Myers	100.000	50.00
3.00	Joe Miller	83.000	249.00
5.50	Matthew Whitman	61.000	335.50
28.00	Keith Skow	58.000	1,624.00
31.00	Mark Burgin	49.000	1,519.00
0.25	Shirley Scheidell	47.000	11.75
1.00	DEPOSIT RECEIVED 12/18/06	-2,500.000	-2,500.00

Accounts not paid within terms are subject to a 1.5% monthly finance charge.

CHAMBERS ENVIRONMENTAL GROUP, INC. APPRECIATES THE FACT THAT YOU
HAVE ENTRUSTED OUR COMPANY TO PERFORM THESE DELICATE SERVICES.

Total Invoice Amount	8,145.60
Payment Received	
TOTAL	8,145.60

61083



8,145.60

Estate of Thomas A. L.

1016
2/9/2007
8,145.60

Estate of Thomas A. L.
Chambers Environmental Group, Inc.

Job Invoice

Page: 1

CHAMBERS ENVIRONMENTAL GROUP, INC.
629 East Rolling Ridge Drive
Bellefonte, PA 16823

(814) 355-2241

Sold To: ANDREW LINGLE, ESQ.
9211 FOREST HILL AVENUE
SUITE 201
RICHMOND, VA 23235

Invoice Number:	152602	Invoice Date:	Apr 4, 2007
Job Type:	Remediation - Soil Removal		
Job Name/Location:	1102 Willow Drive, Clearfield, PA		
Work Ordered By:	Andrew Lingle, Esq.		
Payment Terms:	Net 30 Days		

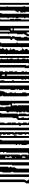
Quantity	Description	Unit Price	Extension
MATERIALS			
1.00	The Progress - Final Rpt.	33.110	33.11
1.00	Black copies (8 1/2x11)	0.050	0.05
2.00	Color copies (8 1/2x11)	0.400	0.80
1.00	Postage	5.030	5.03
LABOR			
4.00	Matthew Whitman	61.000	244.00

CHAMBERS ENVIRONMENTAL GROUP, INC. APPRECIATES THE FACT THAT YOU
HAVE ENTRUSTED OUR COMPANY TO PERFORM THESE DELICATE SERVICES.
ACCOUNTS NOT PAID WITHIN TERMS ARE SUBJECT TO A 1.5% MONTHLY FINANCE
CHARGE.

Total Invoice Amount	282.99
Payment Received	
TOTAL	282.99

61083

282.99



AVV 7 / 2007 MVA 04.04.17 MVA VILLEURBANNE

1005
282.99

4/11/2007

Estate of Thomas A. Lingle
Chambers Environmental Group, Inc.

Estate of Thomas A. L.

1,000

MVA 04.04.17 MVA VILLEURBANNE

Law Offices of
T. Andrew Lingle, P. C.
Stony Point I Building
9211 Forest Hill Avenue, Suite 201
Richmond, Virginia 23235
e-mail: andy@tandrewlingle.com

Telephone (804) 560-0961

Facsimile (804) 272-6944

February 9, 2007

Mr. Matthew Whitman
Chambers Environmental Group, Inc.
629 Rolling Ridge Drive
Bellevue, Pennsylvania 16823

RE: Remediation at 1102 Willow Drive, Clearfield, PA

Mr. Whitman:

Enclosed is a check in the amount of \$250.00 payable to the Commonwealth of Pennsylvania for the final report, as explained in the attached e-mail you sent me in December. Please complete the remaining work so that we can close this matter.

I am also interested in having you give me a quote for re-piping the stream in two locations. Please call me at your earliest convenience to discuss this. Thank you for your assistance.

Sincerely,

Sincerely,
T. Goodby

T. Andrew Linale

TAL/st
Enclosure

Exhibit "D"

Andrew Lingle

From: Matt Whitman [mwhitman@chamberenvironmental.com]

Sent: Monday, December 18, 2006 2:09 PM

To: andy@tandrewlinglie.com

Mr. Lingle-
This is the email I received from the PADEP (Scott Sabocheck) today. I put the items in bold that have been finished and submitted in the report. As I mentioned, items 1 and 2 would only take me a couple of hours to finish and that would appear to be the only work that I would need to complete. If you so choose this option, we can submit a check and bill you for it. Please let me know if you have any questions and/or if you want to move forward. Thanks.

Matt,

The 4 items listed below are the Act 2 reporting requirements for a 90-day cleanup. The report that was received by the Department on 12/12/06 will serve as the Final Report. If I can be of any assistance or if you have any questions concerning this matter, please do not hesitate to call me at 570-321-6520.

Thanks! Scott S.

1.) https://www.dep.state.pa.us/wm_apps/NIR/NIRSubmission/default.htm = Notice of Intent to Remediate (NIR)

2.) https://www.dep.state.pa.us/wm_apps/finalreportssummary/landrecycling/ = Final Report Summary

3.) Final Report:

An Act 2 Final report that should include the four items listed below.

a. Laboratory results for all samples collected.

b. A map of the release location that includes all sample locations and a scale. The map, or maps, must be of sufficient detail that the site can be easily located in the future. Latitude and longitude should be provided.

c. A narrative of the incident and the remediation measures conducted.

d. Disposal receipts for all contaminated material taken off-site

4.) A check for \$250 payable to the Comm. of PA.

The forms for completing the NIR, Final Report Summary, and examples of the public notice language are available on the Department's website at <http://www.depweb.state.pa.us/landrecwaste/cwp/view.asp?a=1243&Q=465391&landrecwasteNav>

Scott M. Sabocheck

Environmental Cleanup Program
NCRO/DEP/Williamsport

1/10/2007

Estate of Thomas A. Lingfe
Commonwealth of Pennsylvania

1017
2/9/2007
250.00

Estate of Thomas A. L

250.00



61083

FILED

JAN 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

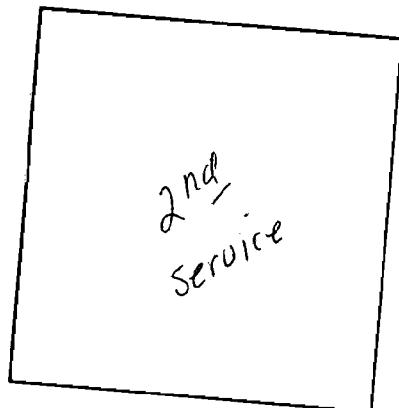
DOCKET # 103278
NO. 07-1435-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: T. ANDREW LINGLE, Executor of the Estate of Thomas A. Lingle
vs.
DEFENDANT: RYAN ALBERT

SHERIFF RETURN

NOW, October 19, 2007 AT 11:39 AM SERVED THE WITHIN COMPLAINT ON RYAN ALBERT DEFENDANT AT 1102 LYNNWOOD COURT, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RYAN ALBERT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN



PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NADDEO	784	10.00
SHERIFF HAWKINS	NADDEO	784	15.41

FILED

03:15 CM
JAN 28 2008
C.A. HAWKINS

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

Day of 2008
2007

So Answers,


Chester A. Hawkins
Sheriff

FILED

JAN 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

**T. ANDREW LINGLE, Executor of
the Estate of Thomas A. Lingle
Plaintiff**

vs.

**RYAN ALBERT, an individual
Defendant**

**:IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
:
DOCKET NO. 07-1435-CD
:
CIVIL ACTION - LAW
:
ARBITRATION**

PRAECIPE FOR WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

Kindly withdrawal my Appearance on behalf of the Defendant in the above captioned matter.



Darryl R. Wishard - ID #: 56862

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my Appearance on behalf of the Defendant in the above-captioned matter.

Respectfully submitted,

**MITCHELL MITCHELL GALLAGHER WEBER
SOUTHARD & WISHARD, P.C.**



Bret J. Southard ID# 59032
Attorneys for Defendant
10 West Third Street
Williamsport, PA 17701
(570) 323-8404
Fax (570) 323-8585

FILED
110:45 AM Atty
FEB 13 2008 Wishard

William A. Shaw
Prothonotary/Clerk of Courts (6K)

CERTIFICATE OF SERVICE

DARRYL R. WISHARD hereby certifies that on this 11th day of February, 2008, he mailed the foregoing for filing to the Clearfield County Prothonotary by U.S. Mail, postage prepaid, first class rates.

He further certifies that a true and correct copy has been served on the following via United States 1st Class postage prepaid mail to:

James A. Naddeo, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
Attorneys for Plaintiff



Darryl R. Wishard

FILED

FEB 1 3 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

T. ANDREW LINGLE, EXECUTOR
of the Estate of THOMAS A.
LINGLE,

Plaintiff,

v.

RYAN ALBERT, an individual,
Defendant.

* No. 07 - 1435 - CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

* James A. Naddeo, Esq.

* Pa I.D. 06820

*

* Trudy G. Lumadue, Esq.

* Pa. I.D. 202049

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

*

*

Dated: March 12, 2008

*

*

*

FILED
03/13/2008
MAR 12 2008
LM
no cc

William A. Shaw
Prothonotary/Clerk of Courts

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Plaintiff's Answers to Interrogatories was served on the following and in the following manner on the 12th day of March, 2008:

First-Class Mail, Postage Prepaid

John R. Ryan, Esquire
BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Defendant

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

T. ANDREW LINGLE, EXECUTOR
of the Estate of THOMAS A.
LINGLE,

Plaintiff,

v.

RYAN ALBERT, an individual,
Defendant.

* No. 07 - 1435 - CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.

* Pa I.D. 06820

* &

* Trudy G. Lumadue, Esq.
* Pa. I.D. 202049

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830
* (814) 765-1601

Dated: March 14, 2008

FILED NO CC
03/14/2008
MAR 14 2008
11

William A. Shaw
Prothonotary/Clerk of Courts

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

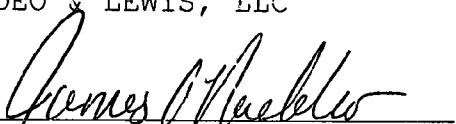
I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Plaintiff's Answers to Interrogatories was served on the following and in the following manner on the 13th day of March, 2008:

First-Class Mail, Postage Prepaid

Darryl R. Wishard, Esquire
Mitchell Mitchell Gallagher Weber
10 West Third Street
Williamsport, PA 17701-6513

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Plaintiff

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

T. ANDREW LINGLE, EXECUTOR
of the Estate of THOMAS A.
LINGLE,

Plaintiff,

v.

RYAN ALBERT, an individual,
Defendant.

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* No. 07 - 1435 - CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:

* Plaintiff

*

* Counsel of Record for
* this party:

*

*

* James A. Naddeo, Esq.

* Pa I.D. 06820

* &

* Trudy G. Lumadue, Esq.

* Pa. I.D. 202049

*

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1501

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FILED *2cc*
05/06/08 *Atty Naddeo*
MAY 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition was served on the following and in the following manner on the 6th day of May, 2008:

First-Class Mail, Postage Prepaid

Bret Southard, Esquire
Mitchell Mitchell Gallagher Weber
Southard & Wishard P.C.
10 West Third Street
Williamsport, PA 17701-6513

Maryann Cornelius
339 Southmont Boulevard
Johnstown, PA 15905

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

T. ANDREW LINGLE, EXECUTOR
of the Estate of THOMAS A.
LINGLE,

Plaintiff,

v.

RYAN ALBERT, an individual,
Defendant.

* No. 07 - 1435 - CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

* James A. Naddeo, Esq.

* Pa I.D. 06820

*

* Trudy G. Lumadue, Esq.

* Pa. I.D. 202049

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

Dated: June 20, 2008

FILED 1cc Atty
07/30/08 cm Naddeo
JUN 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Request for Production of Documents was served on the following and in the following manner on the 20th day of June, 2008:

First-Class Mail, Postage Prepaid

Bret Southard, Esquire
Mitchell Mitchell Gallagher Weber
Southard & Wishard P.C.
10 West Third Street
Williamsport, PA 17701-6513

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

FILED

JUN 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

T. ANDREW LINGLE, EXECUTOR
of the Estate of THOMAS A.
LINGLE,

Plaintiff,

v.

RYAN ALBERT, an individual,
Defendant.

* No. 07 - 1435 - CD

* Type of Pleading:

* **MOTION FOR SUMMARY
JUDGMENT**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa. I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1501

Dated: August 11, 2008

FILED *ICC*
033001 *AUG 11 2008* *Atty Naddeo*
W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

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

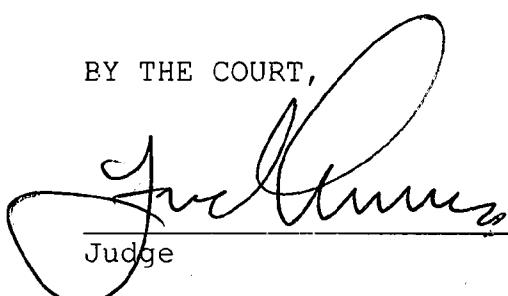
T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

ORDER

AND NOW this 13 day of August, 2008, upon
consideration of the Plaintiff's Motion for Summary Judgment
filed by James A. Naddeo, attorney of record for Plaintiff, it
is the Order of this Court that this case will be heard before
the Court on the 12th day of September, 2008, at 2:45
0.M., at the Clearfield County Courthouse, Clearfield,
Pennsylvania, Courtroom No. 1.

$\frac{1}{2}$ hour has been allotted for this hearing.

BY THE COURT,



Judge

FILED ^{1cc}
07-1435-CD Atty Naddeo
AUG 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/31/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

AUG 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

MOTION FOR SUMMARY JUDGMENT

NOW COMES the Plaintiff, T. Andrew Lingle, Executor of the Estate of Thomas A. Lingle, and by his attorney, James A. Naddeo, Esquire, moves this Court pursuant to Pa.R.C.P. No. 1035.1 et seq., for the entry of summary judgment in favor of defendant as to the whole case on the grounds that:

1. On or about September 4, 2007, Plaintiff filed this action to recover amounts paid for remediation required due to an oil spill from Defendant's oil tank onto his rental property (Plaintiff being the owner of said property).
2. On or about October 30, 2006, the Department of Environmental Protection (hereinafter "DEP") issued a Notice of Violation to the landowner at the time of the spill, Mr. Thomas A. Lingle. Affidavit of T. Andrew Lingle having said Notice of Violation attached thereto is attached hereto as Exhibit "A."
3. That the Notice of Violation issued by the DEP cites violations under the Clean Streams Law including violations of

sections 691.301, 691.307, 691.401, 691.402 and 691.611. See Exhibit A.

4. That the DEP pursuant to section 691.316 of the Clean Streams Law entitled "Responsibilities of landowners and land occupiers" which provides as follows:

Whenever the department finds that pollution or a danger of pollution is resulting from a condition which exists on land in the Commonwealth the department may order **the landowner or occupier** to correct the condition...

has discretion as to whom it looks to for correction of the condition that constitutes a violation upon land. 35 Pa. Cons. Stat. § 691.316. See also Adams Sanitation Co. v. Dep't of Envtl. Prot., 552 Pa. 304 (Pa. 1998).

5. That Defendant at Paragraphs 3 through 6 of his Answer and New Matter (which Plaintiff incorporates herein by reference as if set forth in full) admits that the oil which caused the contamination that brought about the DEP violations was drained from his storage tank that he had placed at his residence and operated for service to the property which he occupied as lessee. See also Deposition of Ryan Albert Page 6, Line 23-25. A true and correct copy of said Deposition is attached hereto as Exhibit "B."

6. That Defendant more specifically at Paragraph 3 (which Plaintiff incorporates by reference as if set forth in full herein) of his Answer and New Matter states that the cause of

the oil drainage was "an act of deliberate vandalism" by a party or parties unknown to him.

7. That according to Defendant he did not cause the oil to be drained from the tank.

8. That Plaintiff as the owner of the land and lessor to Defendant did not cause or even have knowledge of the drainage until notified by the DEP.

9. That Plaintiff and Defendant appear to both be innocent parties in this circumstance.

10. That pursuant to the premise enunciated and followed in Egan, Admr. v. United Gas Improvement Company, 319 Pa. 17 (Pa. 1935) as between two innocent parties, the loss should fall upon the party who made the loss possible. While this case is not on all fours with the case at bar, the philosophy and principle of the rule of law applies the same. In the case at bar, the DEP had discretion to direct either the landowner or the occupier to remediate the violation regardless of fault or cause by either or any party. It chose to notice Plaintiff as the landowner. However, it was Defendant, who placed the tank on the property, utilized the tank to service his residence with fuel and bore the benefit of said tank being upon the property. Plaintiff merely owned the land upon which Defendant the lessee placed the tank. Defendant's tank was the only tank in the park that was vandalized giving rise to an inference that the

vandalism was specifically directed toward the Defendant. This inference is supported further by the report that Defendant filed with the Lawrence Township Police. A true and correct copy of Lawrence Township Police Report is attached hereto as Exhibit "C."

11. As between these two innocent parties, Plaintiff respectfully requests that this Court direct Defendant as owner of the tank from which the oil drained and contaminated the land and water liable to indemnify Plaintiff for the cost of remediation.

12. The pleadings are closed and time exists within which to dispose of this motion without delaying trial.

13. The pleadings, depositions, answers to interrogatories, admissions and affidavits filed of record and/or attached to this motion show that there is no genuine issue of material fact to be tried.

14. Defendant is entitled to judgment as a matter of law for the reasons set forth herein.

WHEREFORE, Plaintiff, T. Andrew Lingle, Executor of the Estate of Thomas A. Lingle, respectfully requests that judgment

be entered in favor of Plaintiff and against the Defendant.

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Motion for Summary Judgment was served on the following and in the following manner on the 11th day of August, 2008:

First-Class Mail, Postage Prepaid

Bret Southard, Esquire
Mitchell Mitchell Gallagher Weber
Southard & Wishard P.C.
10 West Third Street
Williamsport, PA 17701-6513

NADDEO & LEWIS, LLC

By: 
James A. Naddeo
Attorney for Plaintiff

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

AFFIDAVIT OF T. ANDREW LINGLE

COMES NOW, the undersigned, who being duly sworn according to law, and based upon personal knowledge of the facts stated herein, deposes and says as follows:

1. The Affiant is T. Andrew Lingle, an adult individual; who as Executor of the Estate of Thomas A. Lingle is the Plaintiff in the above-captioned action.
2. That as Executor to the Estate of Thomas A. Lingle, I am duly authorized to execute this affidavit and that I have personal knowledge of the facts stated herein.
3. That on or about November 1, 2006 I was qualified and appointed as Executor of the Estate of Thomas A. Lingle.
4. That on or about November 2006 I became aware of a Notice of Violation from the Department of Environmental Protection having been addressed to my father, Mr. Tom Lingle of Clearfield, Pennsylvania on October 30, 2006.
5. That a true and correct copy of said Notice of Violation as received is attached hereto as Exhibit "A."

Exhibit "A"

6. That said Notice of Violation cites the Clean Streams Law with respect to alleged violations upon the property owned and operated as Lynwood Mobile Home Park and the same being that as rented by the Defendant, Ryan Albert, in the above-captioned action.

Executor of the Estate of Thomas A.
Lingle

T. Andrew Lingle
T. Andrew Lingle

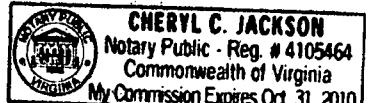
COMMONWEALTH OF ~~PENNSYLVANIA~~)
COUNTY OF ~~CLEARFIELD~~)
ss.

Before me, the undersigned officer, personally appeared T. Andrew Lingle, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Affidavit are true and correct to the best of his knowledge, information and belief.

T. Andrew Lingle

SWORN and SUBSCRIBED before me this 30th day of July, 2008.

Commission Expires: 10-31-2016
Registration #: 4105464





Pennsylvania Department of Environmental Protection

208 West Third Street, Suite 101

Williamsport, PA 17701-6448

October 30, 2006

Northcentral Regional Office

Fax 570-327-3420

NOTICE OF VIOLATION**CERTIFIED MAIL NO. 7005 2570 0001 1573 8227**

Mr. Tom Lingle
1452 Martin Street Extension
Clearfield, PA 16830

Re: Non-Act 32 Regulated Storage Tank
Clean Streams Law Violation
PF# 686582, Rem. ID# 35958
Lynwood Mobile Home Park
Lawrence Township, Clearfield County

Dear Mr. Lingle:

This correspondence regards the complaint received by the Department on October 23, 2006, regarding a release of heating oil from an aboveground storage tank at the above-referenced property ("Site").

An inspection by the Department on October 14, 2006, revealed that pollution or a danger of pollution of the waters of the Commonwealth exists at the site. As a result of the heating oil release, the soils and waters of the Commonwealth were contaminated. This contamination constitutes a creation of a danger and pollution as defined in the Clean Streams Law (CSL). Pollution and the creation of the danger of pollution of the waters of the Commonwealth constitutes violations of Sections 301, 307, 401, 402, and 611 as follows:

- Section 691.301 of the CSL states, in part, that no person or municipality shall place or permit to be placed, or discharge or permit to flow, or continue to discharge or permit to flow, into any of the waters of the Commonwealth any industrial wastes.
- Section 691.307 of the CSL states, in part, that no person or municipality shall discharge or permit the discharge of industrial wastes in any manner, directly or indirectly, into any of the waters of the Commonwealth, unless such discharge is authorized by the rules and regulations of the Department. Additionally, a discharge of industrial wastes without a permit or contrary to the rules and regulations of the Department is hereby declared to be a nuisance.



Mr. Tom Lingle

-2-

October 30, 2006

- Section 691.401 of the CSL states, in part, that it shall be unlawful for any person or municipality to put or place into any of the waters of the Commonwealth, or allow or permit to be discharged from property owned or occupied by such person or municipality into any of the waters of the Commonwealth, any substance of any kind or character resulting in pollution as herein defined. Any such discharge is hereby declared to be a nuisance.
- Section 691.402 of the CSL states, in part, that whenever the Department finds that any activity creates a danger of pollution of the waters of the Commonwealth, the Department may establish the conditions under which such activity shall be conducted.
- Section 691.611 of the CSL states that it shall be unlawful to fail to comply with any rule or regulation of the Department, to violate any of the provisions of this act or rules and regulations adopted hereunder, or to cause air or water pollution.

As the landowner, you have the responsibility under Section 316 to correct any polluting condition at the Site, consistent with the Land Recycling and Environmental Remediation Standards Act (Act 2) and in a manner which is satisfactory to the Department.

The Department was on site on October 25, 2006, to observe the cleanup activities at the site. John W. Taylor and Sons Contracting Company were hired by the responsible party to excavate contaminated soil. Shortly into the excavation, groundwater was encountered that was contaminated with heating oil. As a result, an interceptor trench was excavated to contain the release and to prevent product from reaching the stream. Absorbent pads were placed into the trench to recover as much product as possible. The resolution of this problem may require the assistance of a qualified consultant and/or a knowledgeable contractor familiar with site cleanup activities. Your prompt attention is encouraged.

The Department requests that you take appropriate steps to identify the full extent of soil and/or groundwater contamination and to initiate corrective action. In accordance with the provisions of the Clean Streams Law, a report providing specific-site information to fully address the extent of contamination, corrective actions already taken or underway, and a plan for future action, where needed, should be provided to the Department. The Department anticipates receipt of this information by December 22, 2006.

The Department will conduct an inspection on an as needed basis. Your prompt correction of these violations will be considered in any decision to take enforcement action in response to these violations.

The Department's Petroleum Spill Guidance is also enclosed. Please follow this when cleanup is complete and you are performing confirmatory sampling. This guidance also provides a listing of information which should be included in your cleanup report.

Mr. Tom Lingle

-3-

October 30, 2006

In accordance with the provisions of the Clean Streams Law, you have the responsibility to continue taking appropriate steps to bring the remediation efforts at this site to closure. If you wish to receive a formal relief of liability for the property, Act 2 is available for you to use in obtaining closure.

At this time, the Department is requesting your voluntary cooperation in resolving the situation at the Lynwood Mobile Home Park site. This Notice of Violation is neither an order nor any other final action of the Department of Environmental Protection. It neither imposes a mandatory obligation upon you to act nor waives any enforcement action available to the Department under any of its statutes. If the Department determines that an enforcement action is appropriate, you will be notified of the action.

If I can be of any assistance or if you have any questions concerning this matter, please do not hesitate to call me at 570-321-6520.

Sincerely,



Scott M. Sabocheck
Geologic Trainee
Special Projects Section
Environmental Cleanup Program

Enclosure: Clean Streams Law
Petroleum Spill Guidance

cc: Lawrence Township
Ted Loy, P.G.
Compliance Tracking/SP
File

SMS/ss

1 IN THE COURT OF COMMON PLEAS
2 OF
3 CLEARFIELD COUNTY, PENNSYLVANIA

JUN 17 2008

4 T. ANDREW LINGLE, EXECUTOR :
5 of the ESTATE OF THOMAS A. :
6 LINGLE, :
7 Plaintiff :
8 -vs- : NO. 2007 - 1435 - CD
RYAN ALBERT, an individual, :
Defendant :
9
10
11

12 PROCEEDINGS: Deposition of
RYAN ALBERT
13 DATE: Friday, June 6, 2008
14 10:05 - 10:40 a.m.
15 PLACE: Naddeo & Lewis, LLC
207 East Market Street
Clearfield, PA 16830
16
17 REPORTED BY: Maryann Cornelius
Freelance Court Reporter
Notary Public
18
19
20

21 MARYANN CORNELIUS
22 Freelance Court Reporter
339 Southmont Boulevard
23 Johnstown, PA 15905
(814) 536-7405
24 or
(814) 241-2121
25

1 APPEARANCES
2

3 JAMES A. NADDEO, ESQUIRE
4 TRUDY G. LUMADUE, ESQUIRE
5 Naddeo & Lewis, LLC
6 207 East Market Street
7 P.O. Box 552
Clearfield, PA 16830
Appearing on behalf of the Plaintiff
T. Andrew Lingle, Executor of the
Estate of Thomas A. Lingle

8 BRET SOUTHARD, ESQUIRE
9 Mitchell Mitchell Gallagher Weber
Southard & Wishard, P.C.
10 10 West Third Street
Williamsport, PA 17701-6513
Appearing on behalf of the Defendant
Ryan Albert

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I N D E X

	<u>PAGE</u>
2	<u>DEPOSITION OF RYAN ALBERT</u>
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1 STIPULATION
2

3 It is hereby stipulated by and between counsel for
4 the respective parties that reading, signing, sealing,
5 certification, and filing are waived, and that all objections
6 except as to the form of the question are reserved to the time
7 of trial.

8 EXAMINATION
9

10 BY MR. NADDEO:

11 Q Your name, please.

12 A Ryan Albert.

13 Q Where do you reside, Mr. Albert?

14 A Where do I live?

15 Q Where do you live?

16 A Linwood Court --

17 Q Okay.

18 A -- trailer park.

19 Q What is your address?

20 A 1102 Linwood Court, Clearfield, PA.

21 Q How long have you lived at that address?

22 A Oh, about four years.

23 Q Okay. So you would have moved into Linwood Court in
24 2004?

25 A Yeah.

1 Q Is that --

2 A That seems right.

3 Q Okay. Do you recall when in 2004 you moved into the
4 trailer park?

5 A July, maybe. It was in the summer.

6 Q Summer of 2004?

7 A Yeah.

8 Q Okay. And I'm being presumptuous, is Linwood Court
9 a trailer park?

10 A Yeah.

11 Q All right. So you --

12 A Well, it's actually called Linwood Hills trailer
13 park.

14 Q Do you own the trailer that is located in the park?

15 A Yes.

16 Q When did you purchase it?

17 A 2004.

18 Q From whom did you purchase it?

19 A My grandparents.

20 Q Was the trailer already in the park when you
21 purchased it?

22 A Yeah.

23 Q So your grandparents had lived there for some period
24 of time prior to your purchasing the trailer?

25 A Yeah.

1 Q Do you know the year, make, and model of the
2 trailer?

3 A 1994.

4 Q Make?

5 A A Commodore.

6 Q A Commodore?

7 A Commodore, yeah.

8 Q And what is the size of the trailer?

9 A 16 by, I think, 70.

10 Q Do you know how long your grandparents had lived in
11 the park prior to your taking ownership of the trailer?

12 A 1994.

13 Q Okay. So if your recollection is correct, they
14 would have lived in the park for approximately ten years prior
15 to the time you bought it?

16 A Yeah.

17 Q And by it I mean the trailer, is that right?

18 A Yeah.

19 Q How is the trailer heated?

20 A Oil.

21 Q It would have an oil furnace?

22 A Yeah.

23 Q Okay. Was there an oil tank with the trailer when
24 you bought it from your grandparents?

25 A Yeah.

1 Q And can you tell me the size of the oil tank, how
2 many gallons?

3 A I'm not sure.

4 Q Can you describe the tank for me?

5 A It's an oil tank. I mean, what is there -- I don't
6 know.

7 Q Well, if you can't describe it, you can say I can't
8 describe it.

9 A I can't describe it.

10 Q All right. Where was the oil tank located in
11 relationship to your trailer?

12 A Behind my trailer.

13 Q All right. And did your trailer sit lengthways
14 along the roadway, and by that I mean as opposed to
15 perpendicular?

16 A Yeah. The roadway is -- it kind of sits like this
17 (indicating).

18 Q Right. So sideways?

19 A Sideways, yeah.

20 MR. SOUTHARD: Parallel?

21 BY MR. NADDEO:

22 Q Parallel?

23 A Parallel.

24 Q Parallel to the road?

25 A Yeah.

1 Q Thank you. So, when you say that the oil tank was
2 to the -- in the rear of the trailer, you mean precisely that,
3 the rear part of the trailer which was parallel to the
4 highway?

5 A Yeah.

6 Q When you moved into the trailer, did anyone live
7 with you?

8 A Yeah, my ex-girlfriend.

9 Q Her name, please.

10 A Ashley Wilsoncroft.

11 Q Do you know who owned the park when you first took
12 possession of your grandparents' trailer?

13 A Tom Lingle.

14 Q Did you know Mr. Lingle prior to the time that you
15 purchased the trailer?

16 A Before I purchased it?

17 Q Yes.

18 A No.

19 Q You met him after you bought the trailer?

20 A Yeah.

21 Q Okay. And you were aware that he was the owner of
22 the park?

23 A Uh-huh.

24 MR. SOUTHARD: Yes?

25 THE WITNESS: Yes.

1 BY MR. NADDEO:

2 Q And when you took possession of the trailer there
3 were two occupants at that time, you and your girlfriend?

4 A Yeah.

5 Q Did anyone else ever occupy the trailer with you and
6 Miss Wilsoncroft?

7 A Her father, Walter Wilsoncroft, lived with us for a
8 little while.

9 Q Do you remember what period of time?

10 A No, I don't.

11 Q Would it have been in the summer of 2004, when you
12 bought the trailer or sometime --

13 A No.

14 Q Let me finish.

15 A Oh, I'm sorry.

16 Q Sometime after that?

17 A After that.

18 Q Anyone else?

19 A No.

20 Q Did you and Miss Wilsoncroft have a child?

21 A Yeah.

22 Q Boy or girl?

23 A Boy.

24 Q His name?

25 A Jaden.

1 Q Jaden?

2 A Yeah, J-A-D-E-N.

3 Q All right. Did Jaden ever live in the trailer with
4 you and Miss Wilsoncroft?

5 A Yeah.

6 Q So there was a time when you, Miss Wilsoncroft, and
7 your son lived in the trailer as a family?

8 A Yup.

9 Q Okay. When was Jaden born?

10 A March 18th, 2006.

11 Q When Jaden was born, was Miss Wilsoncroft's father,
12 Walter, living in the trailer with you?

13 A No.

14 Q All right. He had left prior to the birth of your
15 son?

16 A After. He got there after.

17 Q Okay. So he moved in after your son was born?

18 A Yeah.

19 Q And your son was born on March 18th, 2006?

20 A Yeah.

21 Q Do you remember how long he lived there?

22 A Four months.

23 Q So he would have lived in the trailer with you from
24 March until June or July of 2006?

25 A Yeah.

1 Q During the time that Mr. Wilsoncroft lived in the
2 trailer, did you ever have any conflicts, arguments,
3 confrontations with him?

4 A No.

5 Q Okay. How would you describe your relationship with
6 Mr. Wilsoncroft while he was living with you?

7 A It was good.

8 Q How would you describe your relationship with
9 Mr. Wilsoncroft after he left the trailer?

10 A He left whenever me and Ashley broke up, so he left
11 and that was it.

12 Q Well, did you remain on good terms with him --

13 A Yeah.

14 Q -- even though you had broken up with his daughter?

15 A Yup. His daughter left me and then he left. I
16 haven't talked to him since.

17 Q Now, how old is Ashley Wilsoncroft?

18 A Twenty-four.

19 Q And she lived with you from the time you took
20 possession of the trailer in July, or in the summer of 2004
21 until the summer of 2006?

22 A Yeah.

23 Q Correct?

24 A Yeah.

25 Q So she left in June or July of 2006?

1 A Yeah. Four months after Jaden was born.

2 Q Now you indicated that she left you?

3 A Uh-huh. Yeah.

4 Q You didn't ask her to leave?

5 A No.

6 Q Do you know why she left?

7 A She found another guy.

8 Q At the time she left were there any confrontations
9 between you and Miss Wilsoncroft?

10 A No.

11 Q So she had formed an association with another man.
12 Did she take your son when she left?

13 A No.

14 Q She left him with you at the trailer?

15 A We have joint custody, it's joint. I have him two
16 days and she has him two days, that's how we've done it.

17 Q All right. But when she left, she left Jaden at the
18 trailer with you?

19 A Yeah.

20 Q Okay. And prior to her leaving, you did not have
21 any confrontations with her over the fact that she had found a
22 new companion?

23 A No.

24 Q That was okay with you?

25 A Yup.

1 Q Did you and Miss Wilsoncroft get into any litigation
2 concerning the custodial status of your son?

3 A Can you repeat that?

4 Q Okay. Did you and Miss Wilsoncroft get into a
5 custody case?

6 A No.

7 Q You did not?

8 A No.

9 Q Did you ever file for custody of Jaden?

10 A No.

11 Q Did she ever file for custody of Jaden?

12 A No.

13 Q Is there a court order of any kind dealing with the
14 custody of your son?

15 A No.

16 Q So you do have some type of arrangement with the
17 mother?

18 A Yeah.

19 Q Okay. And what is that arrangement?

20 A I get him two days and she gets him for two days.

21 Q That's just by agreement?

22 A Yeah.

23 Q You have a verbal agreement --

24 A Yup.

25 Q -- with her?

1 A Yup.

2 Q Okay. You've maintained that agreement with her
3 since the time she left?

4 A Yup.

5 Q And that's the agreement that you are still
6 following at the present time?

7 A Yup.

8 Q Okay. You have been living in the park now for
9 approximately four years?

10 A Yup.

11 Q Are you familiar with any of the other units that
12 are in the park, and by familiar I mean have you seen them
13 from the outside, for instance?

14 A Yup.

15 Q Do any of those other units have oil tanks?

16 A Yup.

17 Q Are the oil tanks similar to the one that you
18 purchased from your grandparents?

19 A Yup.

20 Q They look the same?

21 A Yup.

22 Q Approximately the same size?

23 A Uh-huh. Yup.

24 Q Do the tanks have a place where oil is, you know,
25 injected into the tank?

1 A Yup.

2 Q Does it have a place where oil could be drained from
3 the tank?

4 A Yup.

5 Q Where is the drain -- or where was the drain located
6 on your particular tank?

7 A On the bottom of the tank.

8 Q Okay. And based on the other tanks -- in reference
9 to the other tanks that you've seen in the park, do they also
10 have drains, what I will refer to as a drain plug on the
11 bottom of the tank?

12 A Yes, they do.

13 Q Do you know approximately how many other trailers in
14 the park are heated by oil?

15 A No.

16 Q Okay. Do you still own the oil tank that you
17 purchased from your grandparents?

18 A Yes.

19 Q Is it still on the site where your trailer is
20 located?

21 A Yes.

22 Q Okay. Is it still located to the rear of your
23 trailer?

24 A Yes.

25 Q Did you ever report an incident to the Lawrence

1 Township police concerning the oil in your tank?

2 A Yeah.

3 Q Do you know when you made that report to the police?

4 A I'm not sure. It was -- it was at six o'clock in
5 the morning, around that time.

6 Q Yeah, that's pretty good. I'll show you a copy of
7 the police report (indicating) which indicates that the report
8 was received on October 21st, 2006. Does that help refresh
9 your recollection?

10 A Yes.

11 Q Okay. When did you discover that oil had been
12 released from your oil tank?

13 A Just a little bit before six o'clock.

14 Q On October 21st, 2006?

15 A Yeah.

16 Q The report indicates that -- again, the police
17 report indicates that the time the police received the report
18 was 6:27, or approximately 6:30 in the morning?

19 A Yeah.

20 Q But you actually discovered that the oil had been
21 released sometime prior to six o'clock?

22 A Yeah. Sometime prior to the -- before I called
23 them, you know.

24 Q All right. How did you discover that the oil had
25 been released from the tank?

1 A Well, I couldn't sleep that night. I woke up and I
2 went outside to have a cigarette, and I could smell the fuel
3 so I went back and it was just pouring out of the tank so I
4 shut the valve on the tank and ran inside and called 911.

5 Q Do you have any idea how many gallons of oil were
6 discharged onto the ground?

7 A I'm going to say it was over 100 and -- it was over
8 150.

9 Q 150 gallons?

10 A It was over 100 somewhere.

11 Q Somewhere between --

12 A I lost a half tank of fuel pretty much.

13 Q Okay. When you say half a tank, if it was 100 to
14 150, that implies that the tank held 200 to 300 gallons --

15 A Yeah.

16 Q -- of oil?

17 A The tank at least held 200 and some gallons. I'm
18 just not sure exactly what -- how many gallons it holds.

19 Q All right. But it's your belief that you lost half
20 a tank of oil?

21 A Yeah.

22 Q On what do you base that estimate?

23 A Well, I just got the tank filled a couple of weeks
24 before, and after it got drained out and I shut the valve, it
25 was down to about half a tank.

1 Q I see. So the oil was still coming out of the valve
2 when you shut it off?

3 A Yeah.

4 Q I mean, it was still pouring out of the valve?

5 A Yeah.

6 Q And it's your recollection that the tank had been
7 recently filled?

8 A Yeah.

9 Q And that you were able to save approximately half a
10 tank of fuel?

11 A Yeah.

12 Q Were you aware of any other persons in the park who
13 had an experience similar to yours?

14 A No.

15 Q Okay. And to your knowledge nobody else had someone
16 come in and --

17 A I'm not sure.

18 Q To your knowledge?

19 A Yeah.

20 Q To your knowledge you're not aware of anyone else
21 having their tank intentionally opened or drained?

22 A Yeah.

23 Q That's your position, somebody intentionally opened
24 the valve, is that right?

25 A Yeah.

1 Q When is the last time you had looked at the tank
2 prior to the date that you smelled the fuel?

3 A I'm not sure.

4 Q To your knowledge was the valve on the lower portion
5 of the tank secured when it was filled?

6 A Yeah.

7 Q It was filled two weeks before this incident?

8 A Around two weeks.

9 Q Give or take?

10 A Yeah.

11 Q I understand. Now, do you recall what officer
12 responded to your complaint?

13 A It should say on there (indicating).

14 Q Yeah, I know it should.

15 A It starts with a P, I know that.

16 Q Okay. Well, I'm not sure it does say. Would that
17 be a female officer?

18 A Yeah.

19 Q Paniebancos?

20 A Yeah.

21 Q Okay. Did the officer question you concerning
22 possible persons who might have intentionally opened the valve
23 on your oil tank?

24 A Yeah.

25 Q Do you recall answering her questions?

1 A Yup.

2 Q Did you give her any potential suspects?

3 A Yeah.

4 Q Who did you indicate to the arresting officer may
5 have been responsible for this act?

6 A I said Ashley Wilsoncroft.

7 Q And why did you believe that Ashley could have --
8 may have been the person who opened up the valve?

9 A Because we had just split up and I -- I was all
10 worked up, I didn't know. She asked me who might have done it
11 and I, you know, just spit that name off.

12 Q Okay. Do you remember what you told her?

13 A I told her that me and Ashley had just split up and
14 maybe Ashley was going to drain my fuel tank because of the --
15 because of the baby.

16 Q Okay. I thought you told me that you and Ashley
17 left on -- separated on good terms?

18 A We did.

19 Q Okay. But there was still some concern --

20 A Well, it was like I said, I wasn't sure, you know?
21 She asked me who might have done it and I just spit that name
22 off, but I know -- I know that she didn't do it. I know that
23 now, but at the time I was -- I was all worked up, you know?

24 Q Okay. How do you know at this point in time that
25 Miss Wilsoncroft did not open the valve?

1 A I don't know, it could have been anybody. It could
2 have been -- it could have been anybody that drained that.

3 Q But she was the first person that came to mind?

4 A Just because she had lived with me.

5 Q All right. And at that time you were contemplating
6 the possibility of some type of custody dispute over your son,
7 Jaden, is that correct?

8 A We never fought over it, no. We just --

9 Q Well, but weren't you concerned as to what might
10 happen insofar as custody?

11 A Yeah.

12 Q And that's what you told the police officer?

13 A Yeah.

14 Q That you suspected Miss Wilsoncroft because that
15 might give her some kind of edge in your quest for joint
16 custody of your son?

17 A Yeah.

18 Q Is that what you told her?

19 A Yeah.

20 Q Now those are my words, but you have the report in
21 front of you?

22 A (Witness nods head).

23 Q Would you read the report, please? I don't want you
24 to read it out loud, just read it to yourself and let me know
25 when you're done.

1 A (Witness complies). Okay.

2 Q All right. So the first person that came to mind
3 when you answered -- when you responded to the investigating
4 officer, was the woman who had been living with you and who
5 was the mother of your child?

6 A Yeah.

7 Q And you suspected her for what reason according to
8 the report?

9 A Because of -- because of our son and I felt that
10 maybe if -- if she thought that she drained the tank, that she
11 might have a better chance of getting custody of my son.

12 MR. SOUTHARD: Note my belated objection to the
13 form. I don't think he said he suspected her. I think
14 he said that he was throwing names out.

15 THE WITNESS: Yeah, I never suspected. The cop said
16 who might have done this and I said it -- you know, it
17 could have been her because she lived with me, you know,
18 and we just split up and that was just an idea off the
19 top of my head.

20 MR. NADDEO: All right.

21 THE WITNESS: But I cannot prove it was anybody, I
22 have no proof at all.

23 BY MR. NADDEO:

24 Q Did you give the police officer any other possible
25 names?

1 A I said her father's name too.

2 Q His name does not appear in the report.

3 A No.

4 Q Why did you give the police officer Miss
5 Wilsoncroft's father's name?

6 A Just because he had lived with me and we -- we had
7 split up.

8 Q But, again, that was not an acrimonious separation
9 with him either?

10 A No.

11 Q Do you know what I mean by acrimonious?

12 A Yeah.

13 Q It wasn't -- there was nothing hostile about that --

14 A No.

15 Q -- him leaving the trailer?

16 A No. I don't have any -- I don't have any enemies,
17 you know, and they lived with me so, you know, that was just
18 maybe a possibility, but I have no idea.

19 Q Right. Earlier in one of your answers you indicated
20 that you no longer have any reason to believe that Miss
21 Wilsoncroft had anything to do with this?

22 A Right. Yeah.

23 Q What is the basis for that belief?

24 A Why do I believe that she had nothing to do with it?

25 Q Yes.

1 A Because she -- I don't think she would really do
2 that. Her son is living with me at that house, why would she
3 drain the fuel? What if he was sleeping? He was only a year
4 old. What if he was sleeping in the bed and we ran out of
5 fuel, he'd freeze to death. Why would she do that to her own
6 son?

7 Q Well, is the threat of freezing to death realistic
8 in your mind?

9 A No. But, I mean --

10 Q You're just giving that as an example?

11 A Exactly, yeah.

12 Q Again, did you read the entire report?

13 A Yes, I've read it.

14 Q All right. You also indicated to the officer that
15 the person who opened the valve could have been someone local,
16 kids in the neighborhood?

17 A Yeah.

18 Q Am I reading that correctly?

19 A Yup.

20 Q Did you tell her that?

21 A That's what she said.

22 Q Oh. That was her interpretation?

23 A Yeah. And I agreed with her on that, it could have
24 been anybody.

25 Q Well, but we're speaking about specifically kids in

1 the neighborhood. Were there any specific kids in the
2 neighborhood who you felt might have been responsible for this
3 act?

4 A Not specifically, no.

5 Q Okay. You didn't have any names in mind --

6 A No.

7 Q -- of local children in the neighborhood?

8 A No.

9 Q Is your trailer insured?

10 A Yes.

11 Q Okay. And when you received notice of this lawsuit,
12 did you notify your insurance company?

13 A Yes.

14 Q Who is the insurance company?

15 MR. SOUTHARD: Boyles.

16 BY MR. NADDEO:

17 Q Boyles is the agent?

18 A Yeah.

19 MR. SOUTHARD: It's Millville Mutual.

20 THE WITNESS: Yeah, Millville, yeah.

21 MR. NADDEO: I would have guessed Erie 'cause I know
22 they're Erie agents.

23 BY MR. NADDEO:

24 Q Millville?

25 A Yeah, Millville.

1 MR. SOUTHARD: Millville, M-I-L-L-V-I-L-L-E, Mutual.

2 BY MR. NADDEO:

3 Q The police report indicates that Miss Wilsoncroft
4 was dating a Thomas McDermott?

5 A Yeah.

6 Q Did you know that at the time this incident
7 occurred?

8 A Yes.

9 Q You knew the identity of the person that she was
10 seeing?

11 A Yes.

12 Q Did you know him prior to Miss Wilsoncroft's
13 involvement with him?

14 A Yes.

15 Q How long had you known him prior to finding -- prior
16 to discovering that he was involved with Miss Wilsoncroft?

17 A About a month.

18 Q All right. Did you consider him a friend of any --

19 A No.

20 Q Did you ever consider that Mr. McDermott may have
21 been responsible for this incident?

22 A No.

23 Q Do you know whether Mr. McDermott harbored any ill
24 feelings towards you because of your relationship with Miss
25 Wilsoncroft?

1 A No.

2 Q Have you talked with Mr. McDermott since this
3 incident?

4 A Yes.

5 Q Did you ever inquire as to whether he may have been
6 involved with releasing the oil from your tank?

7 A Yes, I have asked him about it.

8 Q And his response was?

9 A No.

10 Q Did you ever ask Miss Wilsoncroft if she had
11 released the oil from the tank?

12 A Yes.

13 Q And her response was?

14 A No.

15 Q Did you ever talk to Miss Wilsoncroft's father and
16 inquire as to whether he may have released the oil from the
17 tank?

18 A Yes.

19 Q His response was?

20 A No.

21 Q Other than the two Wilsoncrofts and Mr. McDermott,
22 have you ever discussed -- have you ever inquired of another
23 person as to whether they may have been the party who released
24 the oil from your tank?

25 A No.

1 Q But you did talk to the three that I mentioned?

2 A Yes. Yes, I did.

3 Q Let me understand. Based on your testimony you
4 talked with them for no other reason than the fact that they
5 had been living -- not they, the two Wilsoncrofts had been
6 living with you?

7 A Yes.

8 Q Okay. Why did you ask McDermott?

9 A Just because he was -- he was a part of them now.
10 He was with Ashley so I was trying to find out who did it.

11 Q Okay. As we speak today, do you have any suspicion
12 as to who might have released the oil from your tank?

13 A No.

14 Q And, again, to your knowledge no similar incident
15 has occurred with any other tenant of the park?

16 A No.

17 Q I guess the question is at any time did you ever
18 inspect the tank?

19 A Yes.

20 Q Okay. How often did you inspect the tank?

21 A Every month.

22 Q And on what occasions would you inspect the tank?

23 A To check to see how much fuel was in -- was left in
24 it, to clean the filter in it.

25 Q Did those inspections include checking the valve at

1 the bottom of the tank?

2 A Yes.

3 Q And I think I know the answer to this question. The
4 valve, apparently, worked --

5 A Yeah.

6 Q -- the morning that this happened?

7 A Yup.

8 Q Because when you turned the valve it stopped the
9 flow of the oil?

10 A Yup.

11 Q Have you had occasion to replace the valve since
12 this incident?

13 A Yes.

14 Q And when did you replace it?

15 A After I got a letter in the mail telling me to
16 replace it.

17 Q Oh, you mean park rules?

18 A Yeah, yeah.

19 Q When you replaced it, did you take the valve off?

20 A Yes.

21 Q And with what did you replace it?

22 A A plug. There is a screw-in plug that's in all of
23 them so they either have a plug in them or a nozzle.

24 Q And when this incident occurred, which did you have,
25 a plug or a nozzle?

1 A A nozzle.

2 Q Okay. You've since replaced it with a plug?

3 A Yes. Not because it was faulty, but because I got a
4 letter telling me to replace it.

5 Q Okay.

6 A I have the nozzle with me today if you need to look
7 at it.

8 Q Okay. Since you have it, I guess we would like to
9 look at it.

10 A That's (indicating) how it was whenever the fuel was
11 drained out. It had that plug (indicating) on the end and it
12 had -- they screwed this (indicating) off and after they
13 screwed that off they opened it.

14 Q Okay. Well, let's talk about this. You have
15 provided me with the actual nozzle that was on your tank the
16 day that this incident occurred?

17 A Yes.

18 Q It is an L-shaped nozzle?

19 A Yes.

20 Q With a release valve on the top?

21 A Yes.

22 Q And a threaded area at the end of the -- at one end
23 of the L?

24 A Yes.

25 Q And a cap at the other end of the L?

1 A Yes.

2 Q Okay. On the day that this incident occurred, it's
3 my understanding that somebody had removed the cap --

4 A Yes.

5 Q -- from the one end of the L?

6 A Yes.

7 Q And had, apparently, released the valve?

8 A Yes.

9 Q Correct?

10 A Yes.

11 Q And now this (indicating) is the same valve that you
12 closed in order to stop the flow of the oil?

13 A Yes.

14 Q Did you also replace the cap?

15 A Yes.

16 Q All right.

17 A The cap was missing.

18 Q All right. You continued to -- your tank continued
19 to have this nozzle (indicating) on it until you replaced it
20 in response to some letter that you received?

21 A Yes.

22 Q How long was the nozzle on the tank before you
23 received the letter?

24 A I'm going to say a year and a half, a guess, around
25 a year and a half.

1 Q Okay. Did you personally replace the nozzle with
2 the plug?

3 A NO.

4 Q You had somebody do that for you?

5 A J.J. Powell.

6 Q And is that the company from whom you purchase your
7 oil?

8 A Yes.

9 MR. NADDEO: Okay. I have no further questions.

10 MR. SOUTHARD: You're all done.

11 MR. NADDEO: Thank you.

12

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16 DEPOSITION CONCLUDED AT 10:40 A.M.

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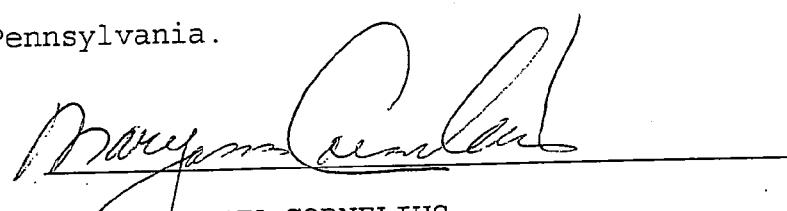
1 COMMONWEALTH OF PENNSYLVANIA :
2 : ss:
3 COUNTY OF CAMBRIA :
4

5 I, MARYANN CORNELIUS, Freelance Court Reporter and Notary
6 Public, Commonwealth of Pennsylvania,
7

8 DO HEREBY CERTIFY, that the foregoing deposition was
9 taken before me at the time and place stated herein; that I
10 administered unto the deponent his oath to testify to the
11 truth, the whole truth, and nothing but the truth; that he was
12 there and then orally examined and testified as herein set
13 forth; that I reported said examination and testimony
14 stenographically, and that this transcript of deposition
15 constitutes a true and correct transcription of the shorthand
16 report of said deposition.

17 I FURTHER CERTIFY that I am neither related to nor
18 employed by any counsel or party to the cause pending, nor
19 interested in the event thereof.

20 IN WITNESS WHEREOF, I have hereunto affixed my hand and
21 official seal this 14th day of June, 2008, at Ebensburg,
22 Cambria County, Pennsylvania.

23 
24 MARYANN CORNELIUS
25 Notary Public
Commonwealth of Pennsylvania
My Commission Expires 4/25/2010

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LAWRENCE TOWNSHIP POLICE
PO BOX 250 HYDE PA 16843
INCIDENT / ARREST REPORT

NOV 30 2001

DATE 10-21-06 RECD: RADIO TELEPHONE x IN PERSON INCIDENT NUMBER 20063372

NATURE OF INCIDENT: HAZMAT - CRIMINAL MISCHIEF TIME RECD: 0627
LOCATION: LYNNWOOD CT

COMPLAINANT RYAN ALBERT PHONE (814) 765-3244
ADDRESS 1102 LYNNWOOD CT.
CLEARFIELD, PA 16830

VICTIM SAME PHONE () SAME
ADDRESS SAME RACE-SEX-AGE W-M-22

OFFICER(S) ASSIGNED: PANEIANCO

***** DETAILS (To include method, property list and involved persons); *****

THE COMPLAINANT CALLED CONTROL STATING THAT AT APPROXIMATELY 0600 HRS. THIS DATE HE NOTICED AN ODOR OF FUEL OIL IN THE AREA OF HIS TRAILER. RYAN WENT TO TAKE A LOOK OUTSIDE AND NOTICED THAT SOMEONE OPEN A VALVE TO HIS FUEL TANK AND LEFT THE OIL OUT OF HIS TANK. HE IS UNSURE AS TO WHO MAY HAVE DONE IT. THE ONLY PERSON HE SUSPECTS MAY BE HIS EX-GIRLFRIEND ASHLEY WILSONCROFT. WILSONCROFT LIVED WITH ALBERT FOR APPROXIMATELY A YEAR AND THEY HAVE A BABY TOGETHER. SHE RECENTLY LEFT ALBERT AND STARTED DATING THOMAS McDermott. ALBERT IS IN THE PROCESS OF ATTEMPTING TO GET JOINT CUSTODY OF IS CHILD AND IS UNSURE AS TO WHETHER THIS IS THE REASON FOR THE CRIMINAL MISCHIEF. HE FEELS THAT MAYBE IF SHE CAN SHOW THE COURT THAT HE HAS NO FUEL TO HEAT THE TRAILER THAT HE WOULD NOT BE ABLE TO GET JOINT CUSTODY OF HIS CHILD. I WILL ATTEMPT TO GET IN TOUCH WITH ASHLEY AND SEE IF SHE WAS HAVING ANY PROBLEMS WITH ANYONE SINCE SHE LIVED AT THE RESIDENCE FOR THE LAST YEAR.

AT APPROXIMATELY 1230 HRS. I SPOKE WITH ASHLEY ABOUT THIS INCIDENT. SHE STATED THAT THIS HAS HAPPENED ONCE BEFORE AND THAT SHE IS NOT HAVING ANY PROBLEMS WITH ANYONE FOR THEM TO SHOW UP AT HER OLD RESIDENCE AND DUE THIS. IT'S POSSIBLE THAT IT WAS SOMEONE LOCAL (KIDS) IN THE NEIGHBORHOOD, AND WITH OUT ANY FURTHER LEADS OR EVIDENCE IT'S DIFFICULT TO DETERMINE WHO MANY HAVE COMMITTED THIS ACT.

TYPE OF PROPERTY	FUEL OIL			VALUE \$ 199.00
RECOVERY DATE	CONDITION			
PERSON ARRESTED (Y/N)	NAME			
RACE-SEX-AGE	DOB	SS#	A.K.A.	
CASE STATUS:	UNFOUNDED	PENDING	CLEAR BY ARREST	EXCEPTIONALLY CLEARED X

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

T. ANDREW LINGLE, EXECUTOR
of the Estate of THOMAS A.
LINGLE,

Plaintiff,

v.

RYAN ALBERT, an individual,
Defendant.

* No. 07 - 1435 - CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa. I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: August 15, 2008

FILED NO CC
013:42:31
AUG 15 2008
11

William A. Shaw
Prothonotary/Clerk of Courts

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Motion for Summary Judgment including Order scheduling a hearing on the matter was served on the following and in the following manner on the 15th day of August, 2008:

First-Class Mail, Postage Prepaid

Bret Southard, Esquire
Mitchell Gallagher Weber
Southard & Wishard P.C.
10 West Third Street
Williamsport, PA 17701-6513

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

**T. ANDREW LINGLE, Executor of
the Estate of Thomas A. Lingle
Plaintiff**

vs.

**RYAN ALBERT, an individual
Defendant**

**:IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
:
DOCKET NO. 07-1435-CD
:
CIVIL ACTION - LAW
:**

FILED

AUG 27 2008

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William A. Shaw
Prothonotary/Clerk of Courts
1 year to Att

**ANSWER AND NEW MATTER TO PLAINTIFF'S MOTION FOR SUMMARY
JUDGMENT**

AND NOW comes the Defendant Ryan Albert, and files the within Answer and New Matter to Plaintiff's Motion for Summary Judgment of which the following is a statement.

1. It is admitted that the instant action was commenced by Complaint filed September 4, 2007. The Complaint is a written document that speaks for itself. Consequently, no responsive pleading is required with respect to Plaintiff's characterization of that written document. To the extent a responsive pleading is required, Plaintiff's characterization of the written Complaint is denied.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted that Plaintiff has correctly summarized Defendant's Answer and New Matter. Admitted that the documents referenced are attached to the Plaintiff's Motion as Exhibit B.

6. Admitted that Plaintiff has correctly quoted Defendant's Answer and New Matter.

7. Denied as stated. Defendant did not cause oil to be drained from the tank.

8. Defendant is without specific knowledge as to the averments in paragraph 8, therefore said averments are denied.

9. The averment in paragraph 9 of Plaintiff's Motion is a conclusion of law to which no reply is required.

10. The averment in paragraph 10 of Plaintiff's Motion is a conclusion of law to which no reply is required. To the extent that a responsive pleading is required, Defendant denies the case cited in Plaintiff's Motion, *Egan, Admr. v. United Gas Improvement Company*, 319 Pa. 17 (Pa. 1935), presents a legal principal applicable to the case at bar.

11. The averment in paragraph 11 is a conclusion of law to which no reply is required.

12. Admitted.

13. The averment in paragraph 13 is a conclusion of law to which no reply is required.

14. The averment in paragraph 14 is a conclusion of law to which no reply is required.

WHEREFORE, Plaintiff's Motion should be denied.

NEW MATTER

15. Section 691.316 of the Clean Streams Law entitled "Responsibilities of landowners and land occupiers" states in pertinent part,

Whenever the department finds that pollution or a danger of pollution is resulting from a condition which exists on land in the Commonwealth the department may order the landowner or occupier to correct the condition...

16. The above restated section places concurrent primary liability on both the landowner and the land occupier for the violation of the Clean Streams Law.

17. Under **Walton v. Avco**, 530 Pa. 568, 580 610 A.2d 454, 460 (Pa. 1992), the Supreme Court of Pennsylvania stated that a party is precluded from any right of indemnification when both parties are **concurrent primary liabilities** and neither defendant's liability was dependent upon, or a precursor to, the other's.

18. Under Pennsylvania law, Plaintiff is not entitled to any right of indemnification for costs accrued in correction of the land violation because both land owner and land occupier are primarily liable for the violation of the Clean Water Law.

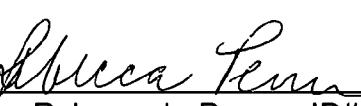
WHEREFORE, Defendant, Ryan Albert, respectfully requests that Plaintiff's Motion be dismissed and Summary Judgment be awarded in favor of Defendant.

MITCHELL MITCHELL GALLAGHER & WEBER, SOUTHARD, P.C.

BY: 

Bret J. Southard ID# 21560

And

BY: 

Rebecca L. Penn ID# 205686

**T. ANDREW LINGLE, Executor of
the Estate of Thomas A. Lingle
Plaintiff**

vs.

**RYAN ALBERT, an individual
Defendant**

:IN THE COURT OF COMMON PLEAS OF
:CLEARFIELD COUNTY, PENNSYLVANIA
:
:DOCKET NO. 07-1435-CD
:
:CIVIL ACTION - LAW
:
:

CERTIFICATE OF SERVICE

BRET J. SOUTHARD and REBECCA L. PENN hereby certify that they served a copy of the foregoing Answer and New Matter to Plaintiff's Motion for Summary Judgment on the following, via U.S. Mail First Class postage prepaid, this 23 day of August, 2008:

James A. Naddeo, Esquire
NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
Attorney for Plaintiff

36

Brett J. Southard

ID# 21560

Rebecca
Rebecca L. Penn

ID# 205686

T. ANDREW LINGLE, Executor of
the Estate of Thomas A. Lingle
Plaintiff

vs.

RYAN ALBERT, an individual
Defendant

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

:DOCKET NO. 07-1435-CD

:CIVIL ACTION - LAW

FILED

AUG 27 2008

10:20/

William A. Shaw
Prothonotary/Clerk of Courts

1 went to ATM
(no money)

DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

AND NOW comes the Defendant and file the within Motion for Summary
Judgment of which the following is a statement.

1. Plaintiff landowner claims that he is entitled to indemnification from Defendant tenant/land occupier for amounts paid by Plaintiff to the Department of Environmental Protection, ("DEP"), due to an oil spill from Defendant's oil tank onto landowner's property.
2. The oil spill was the result of an act of deliberate vandalism upon Defendant's oil tank by a party unknown to either Plaintiff or Defendant.
3. To date, the vandal's identity has remained undiscovered.
4. On October 30, 2006, the DEP found Plaintiff landowner in violation of the Clean Streams Act sections 691.301, 691.307, 691.401, 691.402 and 691.611 due to the presence of spilled oil on his property.
5. On September 4, 2007, Plaintiff commenced this action by filing a Complaint to recover from Defendant land occupier amounts paid to correct the violation found on Plaintiff's land.
6. On November 6, 2007, Defendant filed an Answer and New Matter to Plaintiff's Complaint stating that the oil which spilled onto Plaintiff's land was not due in

any part to Defendant's negligence but was solely the result of deliberate vandalism by an unknown party.

7. On November 27, 2007, Plaintiff filed a Reply to Defendant's New Matter.
8. On August 11, 2008, Plaintiff filed a Motion for Summary Judgment.
9. In his Motion, Plaintiff does not dispute that there is no evidence of negligence on the part of Defendant in connection with the oil spill.
10. Plaintiff stated in his Motion on paragraph 9 that both Plaintiff and Defendant appear to be "innocent parties in this circumstance."

11. In his Motion for Summary Judgment, Plaintiff claims he is entitled to indemnification from Defendant in this matter under the legal principal that "as between two innocent parties, the loss should fall upon the party who made the loss possible."

Egan, Admr. United gas Improvement Company, 319 Pa. 17 (Pa. 1935).

12. The above stated principal is not applicable to our case as it deals with factual scenarios involving fraud and requires there to be evidence of a defendant's negligence as constituting the proximate cause of injury.

13. Section 691.316 of the Clean Streams Law states that the DEP may look to either the landowner or the land occupier to correct the prohibited condition upon the land.

14. The discretion on the part of the DEP under section 691.316 as to whom it looks to for correcting the violation shows that both the landowner and the land occupier are held primarily liable for the violation upon the land.

15. Under ***Walton v. Avco Corp.***, 530 Pa. 568, 610 A.2d 454 (1992) and its predecessors, it has consistently been held that where both parties are primarily liable

for the same injury, there is no right of indemnification by one party against another.

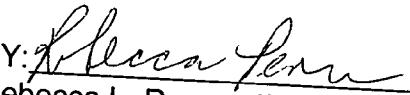
WHEREFORE, it is respectfully requested that the court enter Summary Judgment in favor of the Defendant.

MITCHELL MITCHELL GALLAGHER &
WEBER, SOUTHARD, P.C.

BY: 

Bret J. Southard ID# 21560

And

BY: 
Rebecca L. Penn ID# 205686

**T. ANDREW LINGLE, Executor of
the Estate of Thomas A. Lingle
Plaintiff**

vs.

**RYAN ALBERT, an individual
Defendant**

**:IN THE COURT OF COMMON PLEAS OF
:CLEARFIELD COUNTY, PENNSYLVANIA
:
:DOCKET NO. 07-1435-CD
:
:CIVIL ACTION - LAW
:
:**

CERTIFICATE OF SERVICE

BRET J. SOUTHARD and REBECCA L. PENN hereby certify that they served a copy of the foregoing Defendant's Motion for Summary Judgment on the following, via U.S. Mail First Class postage prepaid, this 25 day of August, 2008:

James A. Naddeo, Esquire
NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
Attorney for Plaintiff


Brett J. Southard

 ID# 21560


Rebecca L. Penn

 ID# 205686

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

T. ANDREW LINGLE, EXECUTOR
of the Estate of THOMAS A.
LINGLE,

Plaintiff,

v.

RYAN ALBERT, an individual,
Defendant.

* No. 07 - 1435 - CD

* Type of Pleading:

* MOTION TO STRIKE ANSWER
* AND NEW MATTER TO
* PLAINTIFF'S MOTION FOR
* SUMMARY JUDGMENT FILED
* BY DEFENDANT

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa. I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: August 29, 2008

FILED ICC Atty
03:35pm Naddeo
AUG 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

MOTION TO STRIKE ANSWER AND NEW MATTER
TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT FILED BY DEFENDANT

NOW COMES the Plaintiff, T. Andrew Lingle, Executor of the Estate of Thomas A. Lingle, and by his attorney, James A. Naddeo, Esquire, moves this Court for the entry of an order striking Answer and New Matter to Plaintiff's Motion for Summary Judgment Filed by Defendant on the grounds that:

1. On or about August 15, 2008 Plaintiff filed a Motion for Summary Judgment in this case.
2. On or about August 25, 2008 Defendant filed what appears to be a response to Plaintiff's Motion for Summary Judgment.
3. That Defendant's rather than filing a "Response" as required by Pa.R.C.P. 1035.3 to Plaintiff's Motion for Summary Judgment, Defendant filed an "Answer and New Matter."

4. That pursuant to Pa.R.C.P. 1017 no more than one Answer, New Matter, Reply to New Matter are to be filed by the respective pleading parties.

5. That the portion of Defendant's filed response to Plaintiff's Motion for Summary Judgment entitled "New Matter" would tend to imply that Plaintiff must file a response or risk having judgment entered against him. This would not be the case had Defendant filed the appropriate "Response" to Plaintiff's Motion for Summary Judgment, which would require no reply by Plaintiff. See Pa.R.C.P. 1035.3.

6. That Plaintiff therefore requests Defendant's nonconforming response to Plaintiff's Motion for Summary Judgment to be stricken.

WHEREFORE, Plaintiff, T. Andrew Lingle, Executor of the Estate of Thomas A. Lingle, respectfully requests that Your Honorable Court strike the pleading filed by Defendant entitled "Answer and New Matter to Plaintiff's Motion for Summary Judgment."

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Motion to Strike Answer and New Matter to Plaintiff's Motion for Summary Judgment Filed by Defendant was served on the following and in the following manner on the 29th day of August, 2008:

First-Class Mail, Postage Prepaid

Bret Southard, Esquire
Mitchell Mitchell Gallagher Weber
Southard & Wishard P.C.
10 West Third Street
Williamsport, PA 17701-6513

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Plaintiff

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

T. ANDREW LINGLE, EXECUTOR
of the Estate of THOMAS A.
LINGLE,

Plaintiff,

v.

RYAN ALBERT, an individual,
Defendant.

* No. 07 - 1435 - CD

* Type of Pleading:

* **ORDER**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa. I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: August 29, 2008

*

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

ORDER

AND NOW this _____ day of _____, 2008, upon
consideration of the Plaintiff's Motion to Strike Answer and New
Matter to Plaintiff's Motion for Summary Judgment Filed by
Defendant, filed by James A. Naddeo, attorney of record for
Plaintiff, it is the **ORDER** of this Court that the filing by
Defendant entitled "Answer and New Matter to Plaintiff's Motion
for Summary Judgment" is hereby stricken from the record.
Defendant shall have 10 days from the date of this Order within
which to file an appropriate response to Plaintiff's Motion for
Summary Judgment and said response by Defendant shall be in
conformity with the applicable Pennsylvania Rules of Civil
Procedure.

BY THE COURT,

Judge

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

T. ANDREW LINGLE, EXECUTOR
of the Estate of THOMAS A.
LINGLE,

Plaintiff,

v.

RYAN ALBERT, an individual,
Defendant.

* No. 07 - 1435 - CD

* Type of Pleading:

* PLAINTIFF'S RESPONSE TO
* DEFENDANT'S MOTION FOR
* SUMMARY JUDGMENT

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.

* Pa I.D. 06820

*

* Trudy G. Lumadue, Esq.
* Pa. I.D. 202049

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

Dated: September 24, 2008

FILED *1cc*
03-3700 *Atty Naddeo*
SEP 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

NOW COMES the Plaintiff, T. Andrew Lingle, Executor of the Estate of Thomas A. Lingle, and by his attorney, James A. Naddeo, Esquire, responds to Defendant's Motion for Summary Judgment as follows:

1. Plaintiff respectfully incorporates by reference Plaintiff's Motion for Summary Judgment and all accompanying exhibits as filed with this Court on August 11, 2008, along with Plaintiff's letter brief and submissions to Your Honorable Court on September 12, 2008 in support of the same as if the same are set forth in full herein.

2. Plaintiff respectfully represents that for the reasons set forth in Plaintiff's Motion for Summary Judgment and the accompanying filings in support thereof that Defendant is not entitled to judgment as a matter of law.

3. Plaintiff notes that the Court heard Defendant's Motion for Summary Judgment on the same date that Plaintiff's Motion

for Summary Judgment was heard, September 12, 2008. However, Defendant's Motion for Summary Judgment was filed on August 25, 2008 and pursuant to Pa.R.C.P. 1035.3 Plaintiff's response to the same was not yet due when the same was argued before the Court.

WHEREFORE, Plaintiff, T. Andrew Lingle, Executor of the Estate of Thomas A. Lingle, respectfully requests that Your Honorable Court deny Defendant's Motion for Summary Judgment.

NADDEO & LEWIS, LLC

By 
James A. Naddeco
Attorney for Plaintiff

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

T. Andrew Lingle, Executor *
of the Estate of Thomas A. *
Lingle, *
Plaintiff *
*
v. * No. 07-1435-CD
*
Ryan Albert, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Plaintiff's Response to Defendant's Motion for Summary Judgment was served on the following and in the following manner on the 24th day of September, 2008:

First-Class Mail, Postage Prepaid

Bret Southard, Esquire
Mitchell Mitchell Gallagher Weber
Southard & Wishard P.C.
10 West Third Street
Williamsport, PA 17701-6513

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

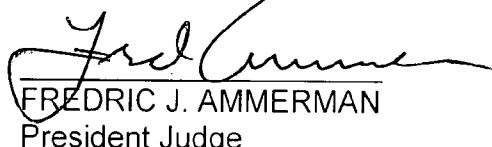
T. ANDREW LINGLE, Executor of the *
Estate of Thomas A. Lingle, *
Plaintiff *
vs. * NO. 07-1435-CD
RYAN ALBERT, an individual, *
Defendant *

O R D E R

NOW, this 24th day of September, 2008, following argument on Motions for Summary Judgment filed on behalf of both Plaintiff and Defendant, the Court's receipt and review of the parties' briefs and case law, it is the ORDER of this Court as follows:

1. The Plaintiff's Motion for Summary Judgment is hereby DENIED;
2. The Defendant's Motion for Summary Judgment is hereby GRANTED.
Under the circumstances, as the Defendant did not engage in any act, conduct or default in regard to the oil spill the Plaintiff has no right to indemnification;
3. Plaintiff's Complaint is hereby dismissed with prejudice.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
2CC
09/3/2008
SEP 25 2008
Attn: Nadeo
Southard
William A. Shaw
Prothonotary/Clerk of Courts
610

FILED

SEP 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/25/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions: