

# Northampton County Reporter

(USPS 395-280)

VOL. LIV

EASTON, PA October 12, 2006

NO. 93

Northampton County Reporter Digest—2006-10

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**INSERT:** Goldenrod: 1. "Should I Sell My House to the Kids for \$1.00?"

Elder Law Issues for the Non-Practitioner"

2. 2006 Calendar of Events
  3. Quarterly Association Meeting
  4. PBI/CLE Seminars—NCBA Office: October-December 2006
- Creem: 1. Bridge the Gap Program
2. "2006 DUI Updates"
  3. "The Appeals Process Following an Adverse Decision of the Social Security Administration"
  4. "Workers' Compensation Perspectives from a Judge"

### **NOTICE TO THE BAR...**

NCBA Quarterly Association Meeting:

Thursday, November 9, 2006.

*Please register if you plan to attend.*

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Superior Court of Pennsylvania

No. 1 Administrative Order—In Re: Appellate Mediation Program—see page 13

**NORTHAMPTON COUNTY BAR ASSOCIATION  
2006 BAR ASSOCIATION OFFICERS**

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*Northampton County Reporter*

**Attorney Referral & Information Service**

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**E-mail: [ncba@norcobar.org](mailto:ncba@norcobar.org)**

**PBA (800) 932-0311—PBI (800) 932-4637**

**BAR ASSOCIATION STAFF**

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Stephanie Pasquel ..... Accounting  
Heather Rizzotto-Stefanik ..... Legal Journal  
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Deborah J. Flanagan ..... Attorney Referral

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The Northampton County Reporter will be published every Thursday by the Northampton County Bar Association, 155 South Ninth St., Easton, PA 18042-4399. All legal notices relating to the business of the county, are required by rule of Court, to be published in this Journal. All legal notices must be submitted in typewritten form and are published exactly as submitted by the advertiser. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes to content.

Subscription Price—\$55.00 per year.

Periodical Postage Paid at Easton, PA and additional office.

Postmaster: Send all communications and address changes to:

**NORTHAMPTON COUNTY REPORTER**

155 South Ninth St., Easton, PA 18042-4399

Telephone (610) 258-6333 FAX (610) 258-8715

Robert C. Brown, Jr., Esquire

Editor

**NOTICES TO NCBA MEMBERS—BAR NEWS**

**INCLUDED IN THIS ISSUE:**

**Lunch Lectures**

1. “Should I Sell My House to the Kids for \$1.00? Elder Law Issues for the Non-Practitioner”—Wednesday, October 18, 2006 @ NCBA Office
2. “2006 DUI Updates”—Tuesday, November 7, 2006 @ NCBA Office
3. “The Appeals Process Following an Adverse Decision of the Social Security Administration”—Wednesday, November 8, 2006 @ NCBA Office

**Bridge the Gap Seminar:** Friday, November 3, 2006 @ NCBA Office

**Seminar: “Workers’ Compensation: Perspectives from a Judge”**—Thursday, November 9, 2006 @ Northampton County Courthouse, Room #407

**Quarterly Association Meeting Registration**—Thursday, November 9, 2006 @ Best Western, Bethlehem

**NCBA Calendar of Events**

**PBI/CLE Seminar Schedule**

**PBA Health Insurance Plan**—The PBA health insurance plan underwritten by Highmark Blue Shield and available to NCBA members will see a reduction in base rates for 2007 along with new plan options. Members could save on their health care cost this year through USI Colburn. For a quotation or to discuss the plan options, contact Jennifer Roth at (610) 573-1473 or 1-800-265-2876, ext. 1473.

The beginning is the most important part of the work.—Plato, c. 428-348 B.C.

**ESTATE NOTICES**

Notice is hereby given that in the estate of the decedents set forth below the Register of Wills has granted letters, testamentary or of administration to the persons named. All persons having claims or demands against said estates are requested to make known the same, and all persons indebted to said estates are requested to make payment without delay to the executors or administrators or their attorneys named below.

**FIRST PUBLICATION****BERTOLET, KATHRYN B.,** dec'd.

Late of the Township of Palmer, Northampton County, PA

Executor: William B. Bertolet, II c/o Karl H. Kline, Esquire, Karl Kline P.C., 2925 William Penn Highway, Suite 301, Easton, PA 18045-5283

Attorneys: Karl H. Kline, Esquire, Karl Kline P.C., 2925 William Penn Highway, Suite 301, Easton, PA 18045-5283

**BOGUSKY, CHARLES,** dec'd.

Late of the Borough of West Easton, Northampton County, PA

Executrix: Marian Bogusky Molleur c/o Frank S. Poswistilo, Esquire, 26 N. Thirteenth Street, Easton, PA 18042

Attorney: Frank S. Poswistilo, Esquire, 26 N. Thirteenth Street, Easton, PA 18042

**BOTTGE, JOHN J.,** dec'd.

Late of the Borough of Bath, Northampton County, PA

Executor: Edward Bottge, 517 Penn Street, Bath, PA 18014

Attorney: Daniel G. Spengler, Esquire, 110 East Main Street, Bath, PA 18014

**CREYER, VIOLET I.,** dec'd.

Late of the Borough of Nazareth, Northampton County, PA

Co-Executors: Luther L. Snyder, Jr., 2356 Community Drive, Bath, PA 18014 and Dale W. Creyer, 534 Bo Road, Northampton, PA 18067

Attorney: Daniel G. Spengler, Esquire, 110 East Main Street, Bath, PA 18014

**GARY, WILLARD R.,** dec'd.

Late of Easton, Northampton County, PA

Executrix: Evelyn Flannigan, 1808 Willow Drive, Easton, PA 18040

**GILMAN, ROBERT G. a/k/a ROBERT G.N. GILMAN,** dec'd.

Late of Northampton County, PA

Executor: Charles B. Gilman c/o Brett B. Weinstein, Esquire, 705 W. Dekalb Pike, King of Prussia, PA 19406

Attorney: Brett B. Weinstein, Esquire, 705 W. Dekalb Pike, King of Prussia, PA 19406

**GODSHALK, URSULA M.,** dec'd.

Late of the Township of Lower Saucon, Northampton County, PA

Executor: Eric M. Godshalk, 290 King of Prussia Rd., Radnor, PA 19087

Attorney: Catherine Sue Clark, Esquire, 206 W. Miner St., West Chester, PA 19382

**GRIFFITH, BLANDINA R.,** dec'd.

Late of Northampton County, PA

Executor: Nicholas Noel, III c/o Richard P. Kovacs, Es-

quire, Noel, Kovacs & McGuire, P.C., 2505 Newburg Road, Easton, PA 18045-1963  
Attorneys: Richard P. Kovacs, Esquire, Noel, Kovacs & McGuire, P.C., 2505 Newburg Road, Easton, PA 18045-1963

**HETRICK, LEONARD A., JR.**, dec'd.

Late of Easton, Northampton County, PA

Administrator: Leonard A. Hetrick, III c/o Richard J. Shiroff, Esquire, 724 Lehigh Street, Easton, PA 18042

Attorney: Richard J. Shiroff, Esquire, 724 Lehigh Street, Easton, PA 18042

**HOST, ARLENE E. a/k/a ARLENE E. BRADER a/k/a ARLENE E. HOST BRADER**, dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Harold Neith, 2141 Taylor Drive, Center Valley, PA 18034

**KEGG, E. JANE**, dec'd.

Late of Lower Saucon Township, Northampton County, PA

Executor: James F. Kegg c/o Jacob S. Kolb, Esquire, Kolb, Vasiliadis and Florenz, 74 West Broad Street, Ste. 170, Bethlehem, PA 18018-5738

Attorneys: Jacob S. Kolb, Esquire, Kolb, Vasiliadis and Florenz, 74 West Broad Street, Ste. 170, Bethlehem, PA 18018-5738

**KISSAWETTER, JAMES E.**, dec'd.

Late of Bethlehem Township, Northampton County, PA

Administratrix D.B.N.C.T.A.: Janet J. Leshner c/o Judith A.

Harris, Esquire, Tallman, Hudders & Sorrentino, PC, The Paragon Centre, 1611 Pond Road, Suite 300, Allentown, PA 18104

Attorneys: Judith A. Harris, Esquire, Tallman, Hudders & Sorrentino, PC, The Paragon Centre, 1611 Pond Road, Suite 300, Allentown, PA 18104

**KITLAN, LORRAINE A.**, dec'd.

Late of 498 Washington Street, Easton, Northampton County, PA

Executor: Edward Kitlan c/o Robert Long, Esquire, 1908 Allen Street, Allentown, PA 18104

Attorney: Robert Long, Esquire, 1908 Allen Street, Allentown, PA 18104

**KOVALOVSKY, LUCILLE E.**, dec'd.

Late of the Borough of Bath, Northampton County, PA

Co-Executors: Linda M. Krotzer, 89 Pheasant Drive, Kutztown, PA 19530 and John M. Kovalovsky, 335 Green Street, Bath, PA 18014

Attorney: Daniel G. Spengler, Esquire, 110 East Main Street, Bath, PA 18014

**KURTZ, HERMINA**, dec'd.

Late of the Borough of Northampton, Northampton County, PA

Executor: Louis Kurtz c/o Victor F. Cavacini, Esquire, Gross, McGinley, LaBarre & Eaton, LLP, 33 South 7th St., P.O. Box 4060, Allentown, PA 18105

Attorneys: Victor F. Cavacini, Esquire, Gross, McGinley, LaBarre & Eaton, LLP, 33

South 7th St., P.O. Box 4060,  
Allentown, PA 18105

**ROSATI, RAYMOND F., SR.,**  
dec'd.

Late of the Township of Lower  
Saucon, Borough of Heller-  
town, Northampton County,  
PA

Executor: Steven Rosati c/o  
Haber, Corriere and  
Backenstoe, 433 East Broad  
Street, P.O. Box 1217, Bethle-  
hem, PA 18016-1217

Attorneys: Haber, Corriere and  
Backenstoe, 433 East Broad  
Street, P.O. Box 1217, Bethle-  
hem, PA 18016-1217

**SECOND PUBLICATION**  
**BEERS, MILDRED E.,** dec'd.

Late of the Township of Lower  
Mt. Bethel, Northampton  
County, PA

Executrix: Nancy L. George  
c/o Dennis A. DeEsch, Es-  
quire, Minotti & DeEsch, 2240  
Northampton Street, Easton,  
PA 18042

Attorneys: Dennis A. DeEsch,  
Esquire, Minotti & DeEsch,  
2240 Northampton Street,  
Easton, PA 18042

**BELLIS, HARRY K.,** dec'd.

Late of the Borough of Port-  
land, Northampton County,  
PA

Executor: Harry Jack Bellis  
c/o David J. Ceraul, Esquire,  
22 Market Street, P.O. Box 19,  
Bangor, PA 18013-0019

Attorney: David J. Ceraul,  
Esquire, 22 Market Street, P.O.  
Box 19, Bangor, PA 18013-  
0019

**BOGER, WILLARD J., JR.**  
**a/k/a WILLARD J. BOGER,**  
dec'd.

Late of the Township of Le-  
high, Northampton County,  
PA

Executrix: Lois M. Warner,  
3779 Mountain View Drive,  
Danielsville, PA 18038

Attorneys: Louis S. Minotti,  
Jr., Esquire, Minotti & De-  
Esch, 2240 Northampton  
Street, Easton, PA 18042

**HOFER, THERESA J.,** dec'd.

Late of the Borough of Naza-  
reth, Northampton County,  
PA

Executrix: Monica L. Macy  
c/o Alfred S. Pierce, Esquire,  
Pierce & Dally, LLP, 124 Bel-  
videre Street, Nazareth, PA  
18064

Attorneys: Alfred S. Pierce,  
Esquire, I.D. No. 21445, Pierce  
& Dally, LLP, 124 Belvidere  
Street, Nazareth, PA 18064

**RODRIGUEZ, MARIA,** dec'd.

Late of Bethlehem, Northamp-  
ton County, PA

Co-Administrators: Victor  
Locadia and Friselina Locadia,  
632 South Bishopthorpe  
Street, Bethlehem, PA 18015

**SELL, PAUL R. a/k/a PAUL**  
**RAYMOND SELL, SR.,** dec'd.

Late of 3864 Cedar Drive, Wal-  
nutport, Northampton Coun-  
ty, PA

Co-Executors: Paul R. Sell,  
Jr., Jamin S. Sell and Melody  
L. Sell c/o Larry R. Roth, Es-  
quire, The Roth Law Firm, 123  
North Fifth Street, Allentown,  
PA 18102

Attorneys: Larry R. Roth, Es-  
quire, The Roth Law Firm, 123  
North Fifth Street, Allentown,  
PA 18102

**THIRD PUBLICATION**  
**COFFIN, CLAIRE E.,** dec'd.

Late of Bethlehem Township,  
Northampton County, PA

Executor: Thomas P. Stitt, Sr.  
c/o Thomas P. Stitt, Esquire,  
576 Nazareth Pike (Rt. 191),  
Nazareth, PA 18064-8400  
Attorney: Thomas P. Stitt, Es-  
quire, 576 Nazareth Pike (Rt.  
191), Nazareth, PA 18064-8400

**GILL, JOYCE F.**, dec'd.

Late of the City of Bethlehem,  
Northampton County, PA  
Co-Executors: William B. Gill  
and Carol E. Strong c/o Jus-  
tin K. McCarthy, Esquire,  
Suite 100, 528 N. New Street,  
Bethlehem, PA 18018  
Attorney: Justin K. McCarthy,  
Esquire, Suite 100, 528 N. New  
Street, Bethlehem, PA 18018

**HARTZELL, RUTH L.**, dec'd.

Late of Allen Township, North-  
ampton County, PA  
Executrix: Judith A. Mengel  
c/o Bradford D. Wagner, Es-  
quire, 662 Main Street, Heller-  
town, PA 18055-1726  
Attorney: Bradford D. Wagner,  
Esquire, 662 Main Street,  
Hellertown, PA 18055-1726

**HOFER, STELLA M.**, dec'd.

Late of the Borough of Naza-  
reth, Northampton County,  
PA  
Co-Executrices: Florence M.  
Horvath, 328 Cherry Hill  
Road, Nazareth, PA 18064-  
8847 and Stella A. Gordon, 251  
Cherry Hill Road, Nazareth,  
PA 18064-8839  
Attorneys: Peters, Moritz,  
Peischl, Zulick & Landes, LLP,  
1 South Main Street, Naza-  
reth, PA 18064-2083

**KENNEDY, RACHEL K.**, dec'd.

Late of Palmer Township,  
Northampton County, PA  
Co-Executors: James V. Ken-  
nedy and John P. Kennedy

c/o Robert C. Brown, Jr., Es-  
quire, Fox, Oldt & Brown, 940  
West Lafayette Street, Suite  
100, Easton, PA 18042-1412  
Attorneys: Robert C. Brown,  
Jr., Esquire, Fox, Oldt &  
Brown, 940 West Lafayette  
Street, Suite 100, Easton, PA  
18042-1412

**KURISCO, MARIE**, dec'd.

Late of the City of Bethlehem,  
Northampton County, PA  
Administratrix d.b.n.c.t.a.:  
Marlene Kurisco c/o Justin K.  
McCarthy, Esquire, Suite 100,  
528 N. New Street, Bethlehem,  
PA 18018

Attorney: Justin K. McCarthy,  
Esquire, Suite 100, 528 N. New  
Street, Bethlehem, PA 18018

**MacARTHUR, WILLIAM G.  
a/k/a WILLIAM G. McAR-  
THUR**, dec'd.

Late of the City of Easton,  
Northampton County, PA  
Administrator: Michael A.  
Ondilla c/o 3400 Bath Pike,  
Suite 311, Bethlehem, PA  
18017

**OPLINGER, GRACE I.**, dec'd.

Late of the City of Easton,  
Northampton County, PA  
Co-Executrices: Shirley A.  
Kuntz and Audrey J. Blick-  
ensderfer c/o Joel H. Ziev, Es-  
quire, 700 Washington Street,  
Easton, PA 18042  
Attorney: Joel H. Ziev, Es-  
quire, 700 Washington Street,  
Easton, PA 18042

**RISK, DeLLOYD J.**, dec'd.

Late of the City of Bethlehem,  
Northampton County, PA  
Executor: Warren J. Risk c/o  
Jacob S. Kolb, Esquire, Kolb,  
Vasiliadis and Florenz, 74  
West Broad Street, Ste. 170,  
Bethlehem, PA 18018-5738

Attorneys: Jacob S. Kolb, Esquire, Kolb, Vasiliadis and Florenz, 74 West Broad Street, Ste. 170, Bethlehem, PA 18018-5738

**ROBERTS, BETTY P.**, dec'd.

Late of 1569 Teels Road, Pen Argyl, Plainfield Township, Northampton County, PA  
Co-Executrices: Susan J. Wise and Ellen M. Counterman c/o Kirby G. Upright, Esquire, King Spry Herman Freund & Faul LLC, One West Broad Street, Suite 700, Bethlehem, PA 18018

Attorneys: Kirby G. Upright, Esquire, King Spry Herman Freund & Faul LLC, One West Broad Street, Suite 700, Bethlehem, PA 18018

**SAUERWINE, RONALD C.**, dec'd.

Late of W 31 Walnutport Court #1, Walnutport, Northampton County, PA  
Executrix: Ronda Wirth, 2023 N. 1st Ave., Whitehall, PA 18052

Attorney: Brian R. Joyce, Esquire, 2895 Hamilton Blvd., Ste. 203, Allentown, PA 18104

**SCHWENK, CHARLES W.**, dec'd.

Late of 13 Seyfried Avenue, Nazareth, Northampton County, PA

Co-Executors: Jeffrey M. Schwenk and Douglas C. Schwenk c/o Sandor Engel, Esquire, 825 N. Twelfth Street, Allentown, PA 18102

Attorney: Sandor Engel, Esquire, 825 N. Twelfth Street, Allentown, PA 18102

**TUROCY, DOROTHY G.**, dec'd.

Late of Northampton Borough, Northampton County, PA

Co-Executors: David Turocy and Steven Turocy c/o Bruce W. Weida, Esquire, 245 Main Street, Emmaus, PA 18049

Attorney: Bruce W. Weida, Esquire, 245 Main Street, Emmaus, PA 18049

**WEAVER, DOROTHY M.**, dec'd.

Late of the Borough of Hellertown, Northampton County, PA

Executrix: Barbara A. Weaver c/o Kevin Frank Danyi, Esquire, Danyi Law Offices, P.C., 133 East Broad Street, Bethlehem, PA 18018

Attorneys: Kevin Frank Danyi, Esquire, Danyi Law Offices, P.C., 133 East Broad Street, Bethlehem, PA 18018

**YOUNG, EVANTHIA P. a/k/a**

**EVE YOUNG**, dec'd.

Late of the Township of Hanover, Northampton County, PA  
Administratrix: Stacy R. Young, 573 Kevin Drive, Bethlehem, PA 18017

Attorney: Paul J. Harak, Esquire, 1216 Linden Street, P.O. Box 1409, Bethlehem, PA 18016

**NOTICES OF INCORPORATION**

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Pennsylvania Department of State on September 8, 2003, pursuant to the Corporation Law of 1988, Act 177, as amended. The name of the corporation is:

**CODEMASTER INSPECTION SERVICES, INC.**

Gregg M. Feinberg, Esquire  
1390 Ridgeview Drive  
Suite 301  
Allentown, PA 18104-9065

Oct. 12



NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth for:

**PA BAGEL AND DELI, INC.**

The corporation has been incorporated under the Pennsylvania Business Corporation Law of 1988, as amended.

McfALL, LAYMAN & JORDAN, P.C.

134 Broadway  
Bangor, PA 18013

Oct. 12

NOTICE IS HEREBY GIVEN that Articles of Incorporation for a Domestic Corporation were filed in the Department of State of the Commonwealth of Pennsylvania for:

**TOWN AND COUNTRY**

**LOGISTICS INC.**

on October 3, 2006 under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

Oct. 12

**CORPORATE FICTITIOUS NAME  
REGISTRATION NOTICE**

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Fictitious Names Act of Pennsylvania that an application for registration of a fictitious name was filed with the Department of State of the Commonwealth of Pennsylvania, for the conduct of a business under the fictitious name of:

**UNIQUE & BOUTIQUE  
PROPERTIES**

with its principal office or place of business at: 1883 Jory Road, Pen Argyl, PA 18072. The name and address of the entity who is party to the registration is: Ionosphere, LLC, 1883 Jory Road, Pen Argyl, PA 18072.

DAVID R. GORDON, ESQUIRE  
1883 Jory Road  
Pen Argyl, PA 18072

Oct. 12

**LIMITED LIABILITY COMPANY  
NOTICE**

NOTICE IS HEREBY GIVEN that on September 18, 2006, Certificate of Organization was filed in the Department of State of the Commonwealth of Pennsylvania for:

**CPD 2, LLC**

in accordance with the provisions of the Limited Liability Act of 1994.

WENDY A. NICOLosi, ESQUIRE  
BROUGHAL & DeVITO, L.L.P.  
38 West Market Street  
Bethlehem, PA 18018

Oct. 12

**IN THE NORTHAMPTON  
COUNTY COURT OF  
COMMON PLEAS**

**ORPHANS' COURT DIVISION**

The following Executors, Administrators, Guardians & Trustees have filed Accounts in the Office of the Orphans' Court:

ESTATE; Accountant

JOANNE N. CASILIO; Maria Medei, Executrix

JOANNE N. CASILIO, TRUST; Maria Medei, Successor Trustee

CHARLOTTE B. DUCEY a/k/a CHARLOTTE DUCEY a/k/a CHARLOTTE HESS DUCEY; Janis Hofmann a/k/a Janice C. Hofmann and Florence Hofmann a/k/a Florence C. Hofmann, Co-Executrices

ANNA M. ETTWEIN a/k/a A. MILDRED ETTWEIN; Paul J. Connolly, Sr., Executor

MARGARET A. FRY; Walter C. Fry, Jr., Executor

DOROTHY A.M. GAFFORD; Manufacturers and Traders Trust Company, Executor

DOROTHY A.M. GAFFORD, TRUST; Manufacturers and Traders Trust Company, Successor to Dauphin Deposit Bank and Trust Company, Trustee

LUCY A. GOTEBESKY; Edward S. Lavage and Gary Gotebeski, Co-Executors

VERNA M. HAIDLE; Joan H. Smith and Allen J. Haidle, Co-Executors

ALVIN J. HOFFMAN; James G. Stintsman, Executor

RALPH W. KROBOTH; Linda R. Shivek, Executrix

WALTER R. LAMBERT; William P. Coffin, Esquire, Attorney for the Estate

BETTY LOU RUTT; Carol A. Welser a/k/a Carol A. Gould, Executrix

RUTH L. SIEG; Keystone Nazareth Bank and Trust Company, Executor

ROSE DEUTSCH TARNOCK a/k/a ROSE D. TARNOCK; Ruth O'Connor, Executrix

AUDIT NOTICE

All Parties interested are notified that an audit list will be made up of all Accounts and the said list will be called for audit at the Northampton County Government Center, Easton, PA on: THURSDAY, OCTOBER 26, 2006 AT 9:00 A.M. IN COURTROOM #1.

Dorothy L. Cole  
Clerk of the Orphans' Court  
Oct. 12, 19

**ADMINISTRATOR WANTED**

Heckscher, Teillon, Terrill & Sager, P.C. (www.htts.com), an 11 lawyer trusts and estates boutique located in West Conshohocken, Montgomery County, is looking for a Firm Administrator. Hands-on skills in financial management/analysis, human resources, facilities management, technology, marketing, and ability to work with and lead a diverse group of professionals required. Prior law firm administration experience required. Send resumes, in confidence, to Kim Fetrow (kfetrow@htts.com or fax (610) 940-6042). Salary commensurate with experience.

Oct. 5, 12

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**ATTORNEY WANTED**

Heckscher, Teillon, Terrill & Sager, P.C. (www.htts.com), an 11 lawyer trusts and estates boutique with 5 ACTEC Fellows located in West Conshohocken, Montgomery County, is looking for an energetic associate with 2-6 years experience in trust and estate work. Our firm practices in all areas of estate and trust planning, administration, and litigation, and in the related tax, charitable, and business-planning fields. Competitive salary and benefits. Send resumes, in confidence, to Tom Hiscott (tohiscott@htts.com or fax (610) 940-6042).

Oct. 5, 12

# Introducing your bookkeeper's dream.



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**IN THE SUPERIOR COURT OF PENNSYLVANIA**

	:	
In Re: Appellate	:	No. 1
Mediation	:	Administrative Order
Program	:	Docket, 2006
	:	

**ORDER**

AND NOW, this 6th day of October, 2006, in the interest of providing an effective alternative means of resolving disputes on appeal and for purposes of efficient case management, the Superior Court of Pennsylvania hereby establishes an Appellate Mediation Program. This program will involve civil appeals docketed in the Eastern District.

The court further appoints P. Douglas Sisk, Esquire, as Director of Court Mediation. The Director shall serve as the mediator and program administrator and is responsible for the selection of appeals.

By the Court:  
Kate Ford Elliott  
President Judge

Oct. 12

**NORTHAMPTON COUNTY REPORTER DIGEST—2006-10**  
RECENT DECISIONS OF THE COURTS OF COMMON PLEAS  
OF NORTHAMPTON COUNTY

**COMMONWEALTH OF PENNSYLVANIA v. MATTHEW W. ALBANESE**

*Motion to Suppress*

In the Court of Common Pleas of Northampton County, Pennsylvania, Criminal Division—Law, No. 2005-4592.

Order of Court denying the Defendant's Motion to Suppress.

Abraham Kassis, Esquire for Commonwealth.

Paul M. Aaroe, II, Esquire for Defendant.

Order of the Court entered on June 20, 2006 by Robert A. Freedberg, President Judge.

DESCRIPTION OF DECISION

Defendant asserted that the police officer lacked probable cause to stop, search, seize evidence, and arrest defendant. Defendant asserts that his constitutional rights were violated because the police officer first smelled alcohol when he leaned into the car to obtain identifying documents. The officer leaned into the car after observing that the vehicle had crashed into a tree. At the time, the defendant was wincing and moaning in pain as he was treated by paramedics. 75 Pa. C.S.A. §3746 requires that the police investigate a vehicle accident wherein a person is injured or the vehicle involved requires towing. Further, 75 Pa. C.S.A. §6308(b) provides that when a police officer has reasonable suspicion that a violation of the Vehicle Code has occurred, he may "secure such other information as the officer may reasonably believe to be necessary to enforce the provisions" of the Vehicle Code. The officer had a statutory duty to determine the identity of the driver. Thus, the Court held he was justified in leaning into the vehicle.

**WILSON AREA SCHOOL DISTRICT, PLAINTIFF v. FRANKLIN E. SKEPTON, SAFECO INSURANCE COMPANY OF AMERICA, BRESLIN RIDYARD FADERO, DUGGAN AND MARCON, INC., R.A. TAUBER, DEFENDANTS v. W.N. RUSSELL & COMPANY AND WILLIAM RUSSELL, ADDITIONAL DEFENDANTS**

*Motion for Summary Judgment*

In the Court of Common Pleas of Northampton County, Pennsylvania, Civil Division—Law, No. C0048CV2001-2431.

Order of Court granting defendant Breslin Ridyard Fadero's motion for summary judgment against plaintiff, Wilson Area School District and denying defendant Breslin Ridyard Fadero's motion for summary judgment against defendants Duggan and Marcon, Inc.'s and R.A. Tauber's cross-claims.

Domenic Sbrocchi, Esquire for Wilson Area School District.

Christopher Ballard, Esquire for Duggan & Marcon, Inc.

Mark Parisi, Esquire for Duggan & Marcon, Inc.

Steven Liero, Esquire for Franklin E. Skepton.

Michael R. Goffer, Esquire for W.N. Russel & Company.

Joseph F. Lesson, Esquire for Safeco Insurance Company of America.

E. Keller Kline, Esquire for R.A. Tauber.

Sean O'Meara, Esquire for Continental Cast Stone East.

Paul Lees, Esquire for Morgan Company, Inc.

David P. Bolger, Esquire for Breslin Ridyard Architects.

Order of Court entered on January 31, 2006 by Robert A. Freedberg, President Judge.

#### DESCRIPTION OF DECISION

Breslin Ridyard Fadero ("Breslin") brought a motion for summary judgment alleging that it was entitled to summary judgment because Article 9.3 provided the limitation period for all causes of action began to run, at the latest, when the Certificate for Payment was issued on January 21, 1996. Plaintiff filed a claim of negligence and a claim for breach of contract against defendant Breslin. Defendant Breslin asserted that since the limitation period for a negligence action is two years, 42 Pa. C.S.A. §5524(2), and the limitation period for breach of contract is four years, 42 Pa. C.S.A. §5525(8), the period to file an action for negligence expired on January 21, 1998, and period to file an action for breach of contract expired on January 21, 2000. Plaintiff opposed defendant Breslin's motion on three grounds. First, plaintiff argued that the applicable limitation period to construction products was twelve years under 42 Pa. C.S.A. §5536. Second, plaintiff argued that the doctrine of *nullum tempus occurit regi* precluded the assertion of a statute of limitation defense. Finally, plaintiff argued that the discovery rule tolled the running of the statute of limitation until plaintiff knew or reasonably should have known of its injury and its cause; therefore, because plaintiff asserted that the injury was not discoverable until November 2000, even if Article 9.3 of the Owner/Architect Agreement controls, plaintiff's claims were not barred by the statute of limitation. The Court held that Plaintiff wrongly characterized 42 Pa. C.S.A. §5536 as a statute of limitation; rather, it is a statute of repose. *Vargo v. Koppers Company, Inc., Engineering & Construction Division*, 552 Pa. 371, 715 A.2d 423, 425 (1998). It is undisputed that the Certificate of Payment was issued on January 21, 1996. According to the plain language of the contract, the statutes of limitation period for causes of action commenced on January 21, 1996, when the Certificate for Payment was issued. Plaintiff filed its suit on March 20, 2001, five years beyond the commencement of the statutes of limitation period; both the statute of limitation period for negligence and breach of contract had expired. The Court further held that since in the instant action Breslin and plaintiff contracted for a date of commencement for the applicable statute of limitation period, and since the doctrine of *nullum tempus occurit regi* may be waived by the sovereign. *Supra, Township of Indiana v. Acquisition and Mergers, Inc.*, at 374; *See Wilson Area School District v. Skepton*, 71 D.&C.4th 142 (2005), the doctrine was inapplicable. Additionally, the Court held that the "discovery rule was inapplicable because Plaintiff and Breslin agreed that the commencement of the limitation period would begin, at the latest, on the date that the Certificate of Payment was issued and to accept plaintiff's argument that "the discovery rule" applies would eliminate an express provision of the contract. Finally the Court held that the allegations in Duggan & Marcon Inc.'s and R.A. Tauber's pleadings, and the expert report submitted by Duggan & Marcon, Inc., defendants stated a legally sufficient and independent cause of action from plaintiff's claim, and therefore, Duggan & Marcon's and R.A. Tauber's cross-claims against Breslin withstood Breslin's summary judgment motion against plaintiff.

**WILSON AREA SCHOOL DISTRICT, PLAINTIFF v. FRANKLIN E. SKEPTON, SAFECO INSURANCE COMPANY OF AMERICA, BRESLIN RIDYARD FADERO, DUGGAN AND MARCON, INC., R.A. TAUBER, DEFENDANTS v. W.N. RUSSELL & COMPANY AND WILLIAM RUSSELL, ADDITIONAL DEFENDANTS**

*Motion for Summary Judgment*

In the Court of Common Pleas of Northampton County, Pennsylvania, Civil Division—Law, No. C0048CV2001-2431.

Order of Court denying defendant Duggan and Marcon, Inc.’s and Continental Cast Stone East by Russell motions for summary judgment.

Domenic Sbrocchi, Esquire for Wilson Area School District.

Christopher Ballad, Esquire for Duggan & Marcon, Inc.

Mark Parisi, Esquire for Duggan & Marcon, Inc.

Steven Liero, Esquire for Franklin E. Skepton.

Michael R. Goffer, Esquire for W.N. Russel & Company.

Joseph F. Lesson, Esquire for Safeco Insurance Company of America.

E. Keller Kline, Esquire for R.A. Tauber.

Sean O’Meara, Esquire for Continental Cast Stone East.

Paul Lees, Esquire for Morgan Company, Inc.

David P. Bolger, Esquire for Breslin Ridyard Architects.

Order of Court entered on March 1, 2006 by Robert A. Freedberg, President Judge.

**DESCRIPTION OF DECISION**

Defendant Duggan and Marcon, Inc. (“Duggan”) filed a motion for summary judgment requesting that the Court find that Continental Cast Stone East by Russell (“Continental East”) is the corporate successor to W.N. Russell & Company (“W.N. Russell”). Continental East also filed a motion for summary judgment requesting that the Court find that it is not the corporate successor to W.N. Russell. The Court held that although the parties assert there are no genuine issues of material fact, the record clearly established otherwise. The parties in the instant matter asserted that although they disagreed about what a given witness said at a deposition that was not a factual dispute, but simply issues that could be resolved by the court upon review of the record. The Court held that since it may only grant summary judgment if the facts are so clear that reasonable minds cannot differ, and since the testimony of the witnesses may be, and has been, interpreted in different ways to mean different things, it could not properly enter summary judgment.



**WILSON AREA SCHOOL DISTRICT, PLAINTIFF v. FRANKLIN E. SKEPTON, SAFECO INSURANCE COMPANY OF AMERICA, BRESLIN RIDYARD FADERO, DUGGAN AND MARCON, INC., R.A. TAUBER, DEFENDANTS v. W.N. RUSSELL & COMPANY AND WILLIAM RUSSELL, ADDITIONAL DEFENDANTS**

*Motion for Summary Judgment*

In the Court of common Pleas of Northampton County, Pennsylvania, Civil Division—Law, No. C0048CV2001-2431.

Order of Court denying defendant William N. Russell's motion for summary judgment.

Domenic Sbrocchi, Esquire for Wilson Area School District.

Christopher Ballad, Esquire for Duggan & Marcon, Inc.

Mark Parisi, Esquire for Duggan & Marcon, Inc.

Steven Liero, Esquire for Franklin E. Skepton.

Michael R. Goffer, Esquire for W.N. Russel & Company.

Joseph F. Lesson, Esquire for Safeco Insurance Company of America.

E. Keller Kline, Esquire for R.A. Tauber.

Sean O'Meara, Esquire for Continental Cast Stone East.

Paul Lees, Esquire for Morgan Company, Inc.

David P. Bolger, Esquire for Breslin Ridyard Architects.

Order of Court entered on April 20, 2006 by Robert A. Freedberg, President Judge.

**DESCRIPTION OF DECISION**

Defendant William N. Russell ("Russell") brought a motion for summary judgment before the Court alleging that he was entitled to summary judgment because the contract for the cast stone was between Duggan and Marcon, Inc. and W.N. Russell & Co., not Russell individually. The Court held that after review of the record, there were genuine issues of material fact that remained in dispute regarding whether W.N. Russell & Co. and Continental Cast Stone East by Russell were the alter egos of Russell. The Court cited as one example the fact that the parties disagree as to what debts and assets of W.N. Russell & Co. were assumed by Continental Cast Stone East by Russell, and whether Russell substituted Continental Cast Stone East by Russell for himself as the guarantor of the debt W.N. Russell & Co. owed to First Union Bank.

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**THOMAS NESFEDER, TRUSTEE FOR RESULTS HOMEBUYERS, INC., PLAINTIFF v. ANTHONY BASILE AND ANTONINA BASILE, HUSBAND AND WIFE, DEFENDANTS**

*Decision of Court*

In the Court of Common Pleas of Northampton County, Pennsylvania, Civil Division—Equity, No. C4800CV2004003195.

Order of Court ordering that Results Homebuyers Inc., shall tender \$83,490.43 to Anthony and Antonina Basile within sixty days of this order. 2. Upon receipt of \$83,490.43, Anthony and Antonina Basile shall convey a quitclaim deed to Thomas Nesfeder, as trustee for Results Homebuyers Inc., for the property situated at 1295 Stafore Drive, Bethlehem, Hanover Township, Pennsylvania, more fully described in Deed Book Volume 182, Page 40, Tax ID number M6SW4-3-15-02-14. 3. Failure of

Results Homebuyers to comply with this order shall void any interest it has in said realty.

Michael R. Nesfeder, Esquire for Plaintiff.

John L. Obrecht, Esquire for Defendants

Order of Court entered on December 7, 2005 by Robert A. Freedberg, President Judge.

#### DESCRIPTION OF DECISION

In November, 2003, Rummel, the President of Results Homebuyers, Inc., become aware, through public sources, of the pending foreclosure on Ferraro's property and went to her home to inquire if she had any interest in selling the property. No agreement of sale was made at this meeting, but Rummel left his business card with Mrs. Ferraro so she could contact him. On February 23, 2004, Rummel brought with him to Mrs. Ferraro's residence an agreement of sale, which had been signed earlier that day by Thomas Nesfeder, as trustee. On February 23, 2004, Ferraro signed the agreement of sale and a "statement of understanding" and a consent to disseminate information to Results Homebuyers, Inc. Thereafter, Ferraro entered into a second agreement of sale with the Basiles. After the Basile's attorney meet with Ferraro, he became aware of Rummel's phone number and contacted him regarding his interest in the property. Attorney Terrinoni inquired whether Rummel had any documentation proving that he had an agreement of sale with Ferraro. Rummel told Attorney Terrinoni that he had documentation, but Terrinoni never received any documentation from Rummel. Ferraro and the Basiles proceeded to settlement on March 5, 2005. On March 8, 2004, at 10:23 a.m., Rummel recorded an "Affidavit and Memorandum of Agreement Concerning Real Estate" in the Office of the Recorder of Deeds, Northampton County, Pennsylvania. On March 9, 2004, at 12:08 p.m., an agent for Attorney Terrinoni recorded a deed of conveyance from Ferraro to the Basiles in the Office of the Recorder of Deeds, Northampton County, Pennsylvania. The statute which was applicable in this action was 21 P.S. §351. The Court held that when Results Homebuyers Inc., entered into the agreement of sale with Ferraro it did not have notice of any other interest in the property. Additionally, the Court held that the Memorandum of Agreement of Sale, which Results Homebuyers, Inc. recorded on March 8, 2004, was a recordable instrument under the statute. *See Ladner on Conveyancing in Pennsylvania* §6.09. Pursuant to 21 P.S. §351, the first to record has priority. Because Results Homebuyers Inc., recorded its interest in the property first, Results Homebuyers Inc.'s interest prevailed under the statute.

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#### **BARBARA STINCHCOMB, PLAINTIFF v. ANESTHESIA SPECIALISTS OF BETHLEHEM, P.C. ET AL., DEFENDANTS**

##### *Preliminary Objections*

In the Court of Common Pleas of Northampton County, Pennsylvania, Civil Division—Law, No. C4800CV2005-1223.

Order of Court denying defendant's preliminary objections in part and granting in part.

Alfred J. Monte, Jr., Esquire for Plaintiff.

Mark H. Scoblionko, Esquire and Ronald Surkin, Esquire for Defendants.

Order of Court entered on February 6, 2006 by Robert A. Freedberg, President Judge.

## DESCRIPTION OF DECISION

In September 2005, ASB filed the following preliminary objections to Stinchcomb's complaint: 1. Counts I, III, V, alleging claims under Title VII of the Civil Rights Act of 1964, 701 *et seq.*, as amended, 42 U.S.C. §2000e *et seq.* ("Title VII"), against the individual physician-shareholders of ASB, are legally insufficient; 2. Counts II, IV and VI, alleging claims under the Pennsylvania Human Relations Act, 43 P.S. §951 *et seq.* ("PHRA"), against the individual physician-shareholders of ASB, are legally insufficient; 3. Counts III and IV, alleging *quid pro quo* sexual harassment in violation of Title VII and the PHRA, should be dismissed because Stinchcomb has failed to exhaust her administrative remedies; 4. Count VII, alleging claims against individual physician-shareholders under the Wage Payment and Collection Law, 43 P.S. §260.1 *et seq.* ("WPCL"), is legally insufficient; 5. Count VIII, alleging defamation, is legally insufficient, and/or in the alternative was pleaded with insufficient specificity; 6. Count IX, alleging *slander per se*, is legally insufficient, and/or in the alternative, was pleaded with insufficient specificity; 7. Count X, alleging intentional interference with prospective contractual relations, is legally insufficient, and/or in the alternative was pleaded with insufficient specificity; and 8. Plaintiff is not entitled to a jury trial on counts I, II, III, IV, and V of the complaint because they arise under employment discrimination statutes. The Court held that the preliminary objections to: 1. Counts I, III, V, alleging claims under Title VII against the individual physician-shareholder of ASB, were denied; 2. Counts II, IV and VI, alleging claims under the PHRA against the individual physician-shareholders of ASB, were denied; 3. Counts III and IV, alleging *quid pro quo* sexual harassment in violation of Title VII and the PHRA, were denied; 4. Count VII, alleging claims against individual physician-shareholders under WPCL, were denied; 5. Count VIII, alleging defamation, was denied in part and granted in part. ASB's preliminary objection requesting the court to dismiss count VIII for legal insufficiency was denied. ASB's preliminary objection for insufficient specificity of the pleadings was granted. Defendants' preliminary objection requesting the court to strike all claims for attorneys' fees under count VIII was granted; 6. Count IX, alleging *slander per se*, was denied in part and granted in part. ASB's preliminary objection requesting the court to dismiss count IX was denied. ASB's preliminary objection for insufficient specificity of the pleadings was granted. Defendants' preliminary objection requesting the court to strike all claims for attorneys' fees under count IX was granted; 7. Count X, alleging intentional interference with prospective contractual relations, was denied in part and granted in part. Defendants' preliminary objection requesting the court to dismiss count X based on a conditional privilege was denied. Defendants' preliminary objection for insufficient specificity of the pleadings was granted. Defendants' preliminary objection requesting the court to strike all claims for attorneys' fees under count X was granted; and 8. Counts I, II, III, IV, and V, alleging statutory discrimination claims and demanding trial by jury, was denied in part and granted in part. ASB's preliminary objections requesting the court to strike Stinchcomb's demand for a jury trial as to counts I, III, and V was denied. ASB's preliminary objection requesting the court to strike Stinchcomb's demand for a jury trial as to counts II and IV was granted.

**COMUNALE CUSTOM HOMES, INC., PLAINTIFF v. DAVID VIGLIONE,  
FRED VIGLIONE, AND SOVEREIGN BANK, DEFENDANTS**

*Motion for Summary Judgment*

In the Court of Common Pleas of Northampton County, Pennsylvania, Civil Action—Law, No. C0048CV20047160.

Order of Court granting Sovereign Bank’s Motion for Summary Judgment.

Alyssa Lopiano-Reilly, Esquire for Plaintiff.

Gary Asteak, Esquire for Defendants David and Fred Viglione.

Jack Seitz, Esquire for Defendant Sovereign Bank.

Order of Court entered on October 25, 2005 by Robert A. Freedberg, President Judge.

**DESCRIPTION OF DECISION**

Sovereign Bank has filed a motion for summary judgment against plaintiff, Comunale Custom Homes (“CCH”), and a motion for summary judgment against defendants David and Fred Viglione (“Vigliones”). In January 2003, the Vigliones entered into a contract with CCH with the intention of having CCH construct a new home at 904 East Laurel Avenue, Pen Argyl, Northampton County, Pennsylvania. In February 2003, the Vigliones and Sovereign Bank entered into a loan agreement. The loan agreement between the Vigliones and Sovereign Bank required that CCH agree to the disbursement policy and required that CCH sign the agreement to induce Sovereign Bank to make the loan to the Vigliones. However, the language of the loan agreement excluded CCH from being a party to or deriving any rights from the loan agreement between Sovereign Bank and the Vigliones. A dispute arose over the construction of the residence and the Vigliones requested that Sovereign Bank release the fifth and final loan disbursement of \$38,000 solely to them. Sovereign Bank released the final disbursement to the Vigliones based on their representation that they did not owe any outstanding debt to CCH. The Court held that by signing the loan agreement, CCH is bound by the express language of that contract. Section 13(c) of the agreement specifically stated, that the general contractor (CCH) has no right against the lender (Sovereign Bank). The Court held that language precluded an equitable remedy for unjust enrichment. *Villoresi v. Femminella*, supra at 84. Sovereign Bank also argued that it is entitled to summary judgment on the cross-claim it filed against the Vigliones pursuant to the General Release and Indemnification Agreement. The express language of section four of the agreement stated, “[t]he Customer agrees to fully indemnify, release, acquit and forever discharge Sovereign....from any and all claims, actions, causes of action, charges, demands, damages, expenses, attorney fees, costs or liabilities of whatever nature...in consideration of replacing the Builder for the final completion of the Property.” Thus, the Court held that the agreement required the Vigliones to indemnify Sovereign Bank for any costs, expenses, and attorneys’ fees that arise from replacing the builder, CCH. Further, the Court held that although the General Release and Indemnification Agreement was an adhesion contract, merely because a contract is adhesive does not automatically render the contract unconscionable and unenforceable. *Todd Heller, Inc. v. U.S. Parcel Service, Inc.*, supra, at 700. The Court that the agreement was not so unreasonably favorable to Sovereign Bank as to render it unconscionable.