

The Beaver Falls Municipal Water Authority which supplies over 30,000 customers, is about about 18 miles downriver from a permitted liquid frack waste centralized treatment plant, Advanced Waste Treatment Plant.

At this treatment plant which we have not been able to find out the actual 'treatment' processes, lines of tanker trucks have been observed, waiting to dump their 5,000 or 10,000 gallon loads of liquid frack waste. This plant is an allowed facility, permitted by PA DEP, which dumps its outflow into a tributary of the Beaver River.

These sort of water authority notices are more and more frequent - this year Johnsonburg, PA, Charleroi, PA, one below 10 Mile Creek and there are others.

And below Franklin, PA where there is another of these centralized water treatment plants, about a mile of the Allegheny River is essentially dead.

What follows are description and pictures the trucks lined up to dump, the facility sign, Beaver Falls Water Facility's public notice regarding overly high Trihalomethanes in its outgoing drinking water, followed by the Authority's manager's letter about this situation.

-----

[A slow day at Advanced Waste Services in New Castle, PA \(July 25, 2009\) Ron said some days the trucks are really lined up there. This was a Saturday mid-afternoon, one week ago.](#)

[The white tank in photo Advanced-4 has a placard marked: SODIUM HYDROXIDE From Wiki: Known as Caustic Soda \(or Lye\) is used to neutralize acidic materials and petroleum products, and is also used in drilling mud.](#)

[This plant is at the headwaters of the Beaver River \(which then flows into the Ohio River\) and the Beaver River has stunk recently \(before we got these recent heavy rains\). According to the news article you sent, the smell is from algae. You have to wonder how this added brine flow / treatment chemicals might be affecting that situation. Ron knows much more about that area.](#)





# IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Este informe contiene informacion muy importante sobre su agua de beber.  
Traduzcalo o hable con alguien que lo entienda bien.

## Beaver Falls Municipal Authority Has Levels of Total Trihalomethanes (TTHMs) Above Drinking Water Standards

Our water system recently violated a drinking water standard. Although this incident was not an emergency, as our customers, you have a right to know what happened and what we are doing to correct this situation.

We routinely monitor for drinking water contaminants. After receiving our latest test results for the 3rd quarter of 2010, it shows that our system exceeded the standard or maximum contaminant level (MCL) for total trihalomethanes (TTHMs). The MCL for TTHMs is a Running Annual Average (RAA) of 0.080 mg/l, which is comprised of an average of the four (4) most recent quarterly samples. The RAA for TTHMs over the last year ending in the 3rd quarter of 2010 is 0.0857mg/l. The highest level detected was 0.1154 mg/l and the lowest level detected was 0.0733 mg/l.

### What should I do?

**You do not need to use an alternative (e.g., bottled) water supply.** However, if you have specific health concerns, consult your doctor.

### What does this mean?

This is not an immediate risk. If it had been, you would have been notified immediately. However, **some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous system, and may have an increased risk of getting cancer.**

### What happened? What was done?

Disinfectants can combine with organic and inorganic matter present in water to form chemicals called disinfection byproducts (DBPs), which includes TTHMs. These byproducts are produced by every public water system that uses disinfectants. The Beaver Falls Municipal Authority changed our disinfecting treatment process to include chloramines in September. Preliminary testing indicates that this has already reduced the TTHM levels in our system and should bring us into compliance with DEP regulations by the end of this year.

For more information, please contact our office at 724-846-2400 X231.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

This notice is being sent to you by Beaver Falls Municipal Authority.

September 10, 2013

Jeff Zimmerman  
Zimmerman & Associates  
13508 Maidstone Lane  
Potomac, MD 20854

RE: Beaver Falls Municipal Authority

Atty. Zimmerman,

The Beaver Falls Municipal Authority (BFMA) is public drinking water system that pulls water from the Beaver River in Beaver Falls, PA, which is formed by the confluence of the Mahoning and Shenango Rivers near New Castle, PA. BFMA began experiencing elevated Brominated levels in 2009. These elevated levels caused BFMA to exceed the EPA's Maximum Contaminant Level (MCL) for Total Trihalomethanes (TTHM'S) for the first 3 quarters of 2010. The MCL for TTHM's is a running annual average (RAA) of .08mg/l, which is comprised of an average of the four most recent quarterly samples. The RAA for the first quarter of 2010 was .087mg/l, for the second quarter of 2010 was .097mg/l, and for the third quarter of 2010 was .0857mg/l. Each of these occurrences required BFMA to publically notify all of our 18,000 customers that we were in violation of an EPA drinking water standard. Beginning in September 2010 BFMA began using chloramines as its primary disinfectant over chlorine which had been used by BFMA for over 50 years. The main reason for this change was that chloramines produce lower levels of TTHM's. This change will also enable BFMA reduce TTHM levels in our drinking water and remain in compliance with EPA's drinking water standards. BFMA expended over \$25,000 in capital for this conversion. Chloramine disinfection has been used for over 80

years but can cause problems to people on dialysis machines if not removed prior to dialysis. Chloramines may also be toxic to fish.

Over the past 4 years there have been at least 3 instances where individuals or companies have been prosecuted for illegally dumping frack water into the Mahoning, Shenango, or Beaver River. Unfortunately in every instance BFMA was not notified until a few days after each episode and are unsure if any of the frack water made it to our intake. While it has been documented many places that frack water has elevated levels of brominated disinfection byproducts, which are precursors to TTHM formation no correlation was traced back to any legal or illegal discharges up stream of our intake.

If you have any questions, please feel free to contact me at (724) 846-2400 Extension 231.

Sincerely,

James Riggio  
General Manager

## Gas Drilling Experience - Ron and Laurel Gulla

Below goes to early fall, 2010.

UPDATE June, 2016 - we were forced to sell the farm at the end of 2010 and since then we have entered litigation against the realty agent, the realty company and are awaiting a trial date.

I, Ron Gulla, 29 Gulla Lane, Hickory, Pennsylvania, an individual with six years past work experience in the oil and gas industry, thought I understood the business; but I was wrong and therefore deceived along with everyone else. When landowners and I signed our leases in 2002, no one knew of any exemptions (ex. exempt from Safe Drinking Water Act). When the exemptions went into place in 2005 property owners with leases should have been informed. If I had known, I would never have signed a lease. The leases should have been rewritten or even voided.

All deceit began with the leases. Bill Capouillez, Consultant for Geological Assessment Leasing wrote and gathered the leases and made money as the "middle man." This was a conflict of interest as he works for the PA Game Commission and is privy to information. He also promoted himself as a consultant for the people but whenever I or anyone else called upon him in this capacity he didn't return calls or when he did he didn't accomplish anything. No one was impressed with him or his efforts.

Mt. Pleasant Township saw the beginning of horizontal drilling (Marcellus Shale) in 2005. We (landowners) were never informed of this form of drilling, until we saw it happening all around us. No one was made aware of this at the time of lease signing.

I witnessed so many issues that I was unfamiliar with, even with my background experience ( ex. storm water control: they turned the 2.5 acre pond on my property into their sediment pond). Whenever I questioned these issues and practices, Range Resources and DEP personnel were extremely rude and unaccommodating. Range Resources operates on intimidation. They have intimidated everyone and have taken advantage of this rural area. I thought the DEP was going to help.

The following are issues and experiences on my property and how they were handled by the DEP:

February, 2006

I met Sherman Richardson (SR) of the DEP on my farm. (SR) was doing his inspection from his vehicle. While standing in mud I told him of the problems, past and current:

1. Equipment operators, service rig hands, and others expelled feces on my property numerous times. At one point I was cleaning up garbage left behind by Universal crew people. 8 ft away from my garage building I picked up paper that I discovered had fecal matter after it got on my hands. Other property owners complain of the same situations.
2. Silt run off, lack of silt fences on Gulla #1 and #3, and the existing silt fences were flattened down.
3. Mill slag dumped on the property.
4. Location roads were not seeded, limed and fertilized.
5. Lack of soil and erosion plan in place.
6. Water and mud was running from the location of Gulla #3, down the location road, down the stream and directly into the pond. The silt was very deep, approximately

20 inches deep on the location road. I said that the fish in the pond would die due to the extreme soil run off and pollution coming from drilling location # 3. (SR) made no comment to this.

7. Water ran down to the house by way of location road off Gulla #1. The asphalt driveway is now washed out and well water muddy when it rained.

(SR) agreed that the location road was a real mess and difficult to drive through. (SR) complained to me that he was over worked and the DEP was under staffed. (SR) said he would look into these problems, yet the results and his efforts were appalling.

July, 2006

All the vegetation in the 2.5 acre pond died. Even the cattails turned yellow and died. While fishing, a friend and his daughter noticed the devastation. I observed that the color of the pond water wasn't right. The pond water turned dark and black. Then the bottom of the stream, that comes from the pond overflow, looked like black velvet. It covered the whole bottom of the stream. I showed this to DEP and Range Resources personnel. No one had any answers for me.

Walked and tracked water influence, as far as the golf course, to look for causes.

On location site Gulla #3 and #6 I saw blackish water coming from the toe of the locations. The water was running directly into the pond. The water in the flow pits on #6 was leaking and the flow pits remained full for several weeks before they were pumped out. Called a Range Resources personnel to ask what they did to the pond and asked if they tested the pond water. The response was "what are we going to compare it to." He told me then that they didn't do a pre-drilling water test of the pond. A water test should have been done as a baseline since the pond is approximately 300 yd. from a well site. He did admit that he thought the liner leaked.

The locations for #3 and #6 were never keyed in either. I told (SR) about all of these issues when he returned to work, but again to no avail. When the pond became contaminated I called the DEP. Mark Keil was Richardson's replacement while (SR) was recovering from a heart attack. I walked around the pond with Mark Keil and told him how disgusted I was about my property being destroyed and not getting any relief. I met with (MK) several times on the farm after the pond incident. He told me he couldn't determine where the contamination was coming from. He did tell me that my farm "was a text book case of what not to do." He said that he had an album full of photos of my farm of which the DEP reviews in their meetings. Mark also said that my name has been brought up numerous times during DEP meetings. He agreed with me that the roads and locations were poorly constructed. Every time it rained locations # 3 and #6 slid down the hill and into the field causing extreme erosion. The poor construction of these locations also caused a circle failure in the field, which still stands to this day. I showed (MK) where acid from Universal Frac trucks spilled all around the property.

September 2006

pond water sampled by (SR) DEP

Jan 2007

Received letter by mail from (SR) which states that the pond contamination did not result from drilling practices.

May 2007

There was a fish kill in the pond from all the silt and contamination. Up to this point I had gone to Mt. Pleasant Twp Supervisors and the local agriculture extension office to complain. Everywhere I went I was told the same thing: "call the DEP."

July 2007

Spoke with (SR). I was on Gulla #9 taking pictures of the mess after Patterson drilling moved out their rig. (SR) happened to drive onto the location. I spoke to him about the letter I had received regarding the pond. (SR) typed the letter and it stated that the pond contamination wasn't the result of the drilling practice. I felt that I needed to get to the bottom of this situation and I told him that I wasn't going to be insulted or lied to anymore. (SR) tested the water but wouldn't test the mud at the bottom of the pond. I told (SR) that whatever had contaminated the pond would be at the bottom. (SR) said that he was not authorized to get a mud sample. (SR) seemed very nervous and said that the letter was written under the direction of his boss. After I told (SR) that I want a meeting with his boss, he said he would organize such a meeting. This meeting never occurred. This was the last time I spoke to (SR).

August 2007

While Gulla #9 was being frac'd there were approx. 15 frac tanks parked alongside the stream. They had been backed in off the driveway. One day my mother and I noticed fluid coming out of a pipe as we drove up the driveway in the vehicle. Someone had unscrewed the plug at the end of the flow pipe on a tank. What my mother and I witnessed was the back flow from Gulla #9 running out of the tank and directly onto the soil and into the stream. I guess this is where the exemption of the Clean Water Act comes into play. I called (SR) on his cell phone number and left a message. I called again for 2 days and left messages with no return call. I found out later that he had died, but I was unaware at this time. I called (MK) on his cell phone but with no response. Found out later that his phone had been stolen and that it took 8 weeks for him to get a new phone.

September 2007

I spoke with (MK) when he brought Richardson's replacement, Vince Yenke out to the farm and introduced us. This is when I learned of (SR)'s death and of (MK)'s stolen cell. When (MK) arrived with (VK), (MK) said to (VK) "wait until you see this place" and after this there is another location messed up on Gulla #5 at Alexander's farm. (This is where Gulla #5 spilled fluid from flow pits into a stream that flows into a neighboring property. DEP didn't help with this situation either). Mark, Vince and I walked around the pond and up the location road to # 3 and 6. (VK) said to me that these are the worst group of people he has seen in the oil and gas field. I agreed that this was the worst nightmare I have ever experienced and that my property and family have not been respected. I have never had so many

lies told by so many people. (VK) just shook his head while walking around and observing all the problems. He saw where the pipeline crew threw garbage in pipe ditches. I told (VK) that I couldn't get any relief from (SR). (VK) said that he would help me as much as he could. At this point (VK) informed me of the background of (SR). He said that (SR) was a convicted murderer with a nickname of "Hatchet Jack."

I called (VK) several times following this meeting due to continuing problems on the property. (VK) said that there were so many problems created by Range Resources contractors that he had a difficulty time keeping up with all the phone calls. All the problems on my property are still existing to this day. The pond vegetation has never grown back since it was contaminated. Garbage was buried on location #6, by a contractor. Why should my farm be treated like a landfill? Also, Range Resources pumped contaminated water from my pond to a neighboring pond for fracing purposes. The DEP told a concerned neighbor that the water was being pumped into a plastic lined pond. This was not true. So many issues with no resolution. What was going on? My property, pond and life have been destroyed. It's outrageous that someone can come onto your property and do all this destruction. There have been so many instances of insult to the property and me, personally. One includes a break-in of the garage with the removal and destruction of my equipment by a rig hand.

My wife and I are currently in litigation with Range Resources because of these lies. We were deceived and baited with a different piece of property in Hickory, Pennsylvania. Obtaining legal representation has been difficult and not without trials and tribulations. When I retained Burns, White & Hickton, attorneys at law, Pittsburgh, Pa over these matters, I was treated rudely, unprofessionally, overcharged and lied to numerous times. After my assigned attorney left the firm ( to work for an Oil and Gas Co.), I was badgered by the replacement. I was told that I didn't stand a chance against Range Resources. Overall, they didn't represent me as a client as they should have done. Additionally, during a meeting I learned that White of Burns, White & Hickton, attorneys at law, was personal friends with Range's attorney, Lambert. I am quite sure that this influenced how the firm treated me.

Once the case went to court, it was assigned to Judge Mark E. Mascara, Washington County, Pa. I wanted this judge to be recused off my case and/or felt that he should recuse himself due to a conflict of interest. The reason for this is that in the late 1980's Mascara was involved with my grandparents' estate, as an attorney. During that time he came onto the property more than once with a pistol in a shoulder holster, while in my presence.

Overall, I could never understand what was going on. Nothing was getting resolved and I was puzzled and frustrated. After learning of the exemptions the puzzle all came together and many questions were answered. Questions of how I couldn't get help, relief, support from attorneys, DEP, Range Resources personnel and even judges. Learned that Mark Keil, of the DEP, went to work directly for Range Resources. How do you as a landowner stand a chance legally when the industry wrote the Oil and Gas Act? And yet, the burden of proof is upon the individual landowner against the powerful company. The industry is polluting our air, land and water. I knew that one day other problems would

surface and now it is beginning. There are many issues to speak of, but the most important is that water wells are now contaminated.

Deborah Goldberg, Managing Attorney from Earth Justice has visited and toured the community. She was appalled at what she saw.

The corruption and lies are out of hand. There are many other situations other than mine. There are other unhappy property owners who have experienced the corruption and lies and cannot get relief. Our local township officials have been lied to by Range Resources and Atlas Energy from the very beginning. Range Resources is "lining pockets" every step of the way. A local representative has received monetary contribution. It is getting out of hand. They throw money around to convince all that it is safe, when in truth it is not. Evidence is around to prove it. Trying to seek legal help and representation is impossible. No one wants to help or fight.

We need help as soon as possible. Our children are exposed to danger. Their health, home, and the water they bathe in is jeopardized. Our children, our future, our country are at risk. Where will we be without water and air?

cc: Administrator Lisa Jackson, EPA  
Senator Robert P. Casey, Jr., PA  
Senator Arlen Specter, PA  
Bill Early, Regional Administrator, EPA Region 3  
Congresswoman Diana DeGette, CO  
Congressman Maurice Hinchey, NY  
Congressman Jared Polis, CO

References:

Larry Grimm, Township Supervisor, Mt. Pleasant Twp, Washington County,  
Pennsylvania 724-356-7301

Deborah Goldberg, Managing Attorney, Earth Justice  
dgoldberg@earthjustice.org 212-791-1881 x227

Ron and Laurel Gulla  
29 Gulla Lane  
Hickory, Pennsylvania 15340  
Mt. Pleasant Township, Washington County

currently residing at  
302 Linden Creek Road  
Canonsburg, Pennsylvania 15317

724-745-3962

# frackorporation

.....blowing away the smoke to reveal the players

JANUARY 27, 2016 JANUARY 30, 2016 DHIPPAUF

## TERRY GREENWOOD'S FIGHT CONTINUES

(<https://frackorporation.files.wordpress.com/2016/01/greenwood-ny.gif>) Terry and Kathy Greenwood did not own the gas rights on their farm in Daisytown, Washington County PA.

The mineral rights were sold in 1921. At an unknown date Dominion Exploration and Production Inc. had ownership.

This is known as a split estate where the surface is owned by one person, but everything below is owned by someone else.

In October 2007, Dominion received a permit to drill a vertical well, (<http://pawatersheds.org/2009/11/curious-case-of-cow-deaths-in-southwest-pa/>) and not in the Marcellus Shale. Drilling began in December of that year.

The natural gas wells were located atop a hill, just above an area where the Greenwood's cattle grazed, and a pond.

(<https://frackorporation.files.wordpress.com/2016/01/greenwood-water-bottle.gif>) In January 2008, Kathy was preparing a spaghetti dinner. When she filled a pot with water, she noticed it was cloudy. Terry reported it to the Pennsylvania Department of Environmental Protection (DEP) the next day.

Gas drilling wastewater was found to have spilled into the pond used by his cattle.

A DEP inspector was sent to the farm and found higher than normal levels of iron and manganese in their drinking water. DEP ordered Dominion to drill a new drinking water well and restore the water supply for farm operations in March 27, 2008.

*Dan Donovan, a spokesman for Dominion (<http://pawatersheds.org/2009/11/curious-case-of-cow-deaths-in-southwest-pa/>), said the Greenwoods did not have a water quality issue, but one of quantity. In addition to drilling the couple a new drinking well, Dominion has submitted a plan to the DEP to provide a water trough for cattle, he said. Currently, the company is paying to have a 2,000-gallon water buffalo on the property filled every four days to provide the farm's 35 head of cattle with water.*

*The Greenwoods had four separate water sources on their property: a well and spring for the house and a spring and pond for cattle. While water for human consumption is tested prior to drilling, other sources are not, leaving Greenwood to wonder whether hydraulic fracturing chemicals leached into a farm pond where his cows drank.*

*The Greenwoods lost 10 cows that year, including the four born blind and one born with a cleft palate.*

Blaming pre-existing conditions and DEP not forthcoming with information became the status quo for water contamination complaints for natural gas drilling in Pennsylvania.

(<https://frackcorporation.files.wordpress.com/2016/01/greenwood-wells.gif>) Although the wells on the Greenwood farm were vertical wells and not in the Marcellus Shale, leaks, spills and other problems are can be harmful since the drilling muds, chemicals, flowback (wastewater) and gas processing facilities contain toxic constituents which move through water and air and harm plants, animals, and humans.

## **DEAD CALVES-STERILE BULL**

Spring is a time of renewal, for farmers with livestock it usually means new additions being born.

For the Greenwoods, the spring of 2008 revealed deep problems. 10 out of 18 calves were still-born that spring.

By 2011 things were worse, not a single one of the Greenwoods' thirteen remaining cows gave birth to a live calf. And his favorite bull was found to be sterile.

In one interview, Greenwood said he believes the lack of any calves born that year on his farm may be due to his bull becoming sterile after being exposed to gas drilling chemicals. He said, "I talked to Tara Meixsell, author of [Collateral Damage: A Chronicle of Lives Devastated by Gas and Oil Development](http://frackingsilt.blogspot.com/2011/02/collateral-damage-by-tara-meixsell.html) (<http://frackingsilt.blogspot.com/2011/02/collateral-damage-by-tara-meixsell.html>) and she said bulls went sterile" due to contaminants from heavy gas drilling in Garfield County, Colorado.

**CORRECTION 1/30/2016: It is unknown if the question of Terry's bull's sterility was due to exposure to the fracking waste fluids per communications with Michelle Bamberger.**

**According to a 2012 report, [Impacts of Gas Drilling on Human and Animal Health](http://psehealthyenergy.org/data/Bamberger_Oswald_NS22_in_press.pdf) ([http://psehealthyenergy.org/data/Bamberger\\_Oswald\\_NS22\\_in\\_press.pdf](http://psehealthyenergy.org/data/Bamberger_Oswald_NS22_in_press.pdf)), prepared by Robert E. Oswald, a biochemist and Professor of Molecular Medicine at Cornell University, and Michelle**

## **Bamberger, a veterinarian with a master's degree in pharmacology:**

*“Animals can nevertheless serve as sentinels for human health impacts. Animals, particularly livestock, remain in a confined area and, in some cases, are continually exposed to an environmental threat.”*

*“Cattle that have been exposed to wastewater (flowback and/or produced water) or affected well or pond water may have trouble breeding,” veterinarian Michelle Bamberger and Cornell Professor Robert Oswald wrote “Of the seven cattle farms studied in the most detail, 50 percent of the herd, on average, was affected by death and failure of survivors to breed.”*

Terry sold the bull. (<https://protectingourwaters.wordpress.com/2011/11/04/gas-drilling-impacts-pa-farmer-terry-greenwoods-cows-gave-birth-to-zero-calves-this-year-after-ten-dead-calves-in-2008/>) “It hurt me to see him go, but I couldn’t keep him around as a pet,” he said. The 1800 – pound bull, who was “only nine years old, in good shape, normal-looking,” went to auction a few months ago. “I got another bull from a place with no [gas drilling] well sites anywhere nearby,” he said.

DEP had told Terry the cattle shouldn’t be drinking from the pond, and it was “farmer’s luck” referring to the still-born calves and later dead cattle. Terry remained skeptical. (<http://thedailyreview.com/news/western-pa-communities-changed-by-natural-gas-drilling-offer-local-lessons-1.860595>) “I said, ‘Them cows have been drinking out of that pond for 18 years and I never had this problem before.’”

## **TELL MY STORY**

Terry was diagnosed with a rare form of brain cancer in 2014. Terry died on Sunday, June 9, 2014. In his last days, as family and friends asked what they could do, Terry simply said “Tell my story.”

Terry’s friends remember him and tell his story. ([https://www.youtube.com/watch?v=Lu5Q\\_1U5L\\_4](https://www.youtube.com/watch?v=Lu5Q_1U5L_4)) His motto was, “Water is more important than gas.”

Surviving are his wife of 43 years, Kathryn Yanachik Greenwood and their children, Terence (<https://frackcorporation.files.wordpress.com/2016/01/remembering-terry.gif>) Greenwood of Daisytown, Todd (Amy) Greenwood of Charleroi and Tracy Greenwood of Bentleyville; his son, Jeffrey (Tina) Greenwood of Cincinnati, Ohio; two grandchildren, Cassidy and Eric Greenwood; two brothers, Dennis (Cindi) Greenwood of Ruffsedale and Randy (Jo) Greenwood of Rostraver Township; two nieces; a dear cousin, Gaylen Spinnenweber; and his best friend, Barry “Sunday” Nartowicz. Deceased, in addition to his parents, are two nephews, Tim Greenwood and Allan Greenwood.

Josh Fox, Producer and Director of the Gasland Documentaries, interviewed Terry in 2009 or 2010. This interview was released in June 2014 (<https://vimeo.com/98104966>).

## TERRY'S STORY CONTINUES

(<https://frackorporation.files.wordpress.com/2016/01/tell-my-story.gif>) Although Dominion was ordered to restore water supplies by the DEP in 2008, they did not.

In 2009 Dominion completed operations and told Terry "We're done with you." (<https://protectingourwaters.wordpress.com/2011/11/04/gas-drilling-impacts-pa-farmer-terry-greenwoods-cows-gave-birth-to-zero-calves-this-year-after-ten-dead-calves-in-2008/>)

Terry described a standoff in 2009 when Dominion told him to sign a release form, threatening to take the water buffalo away if he did not. Greenwood says he told them, "You know what you can do with that piece of paper," and called Channel 11 News and the newspaper. He said Dominion then backed down.

The next year on March 15, 2010, CONSOL announced the purchase of Dominion's Exploration & Production (<http://www.sourcewatch.org/index.php/Dominion>) business for \$3.475 billion. The sale included 193 employees working for Dominion. The transaction includes 1.46 million acres for oil and gas drilling with over 9,000 already-producing wells. This transaction includes 491,000 acres of land in the Marcellus shale formation of Pennsylvania and West Virginia, and almost triples the amount of land rights CONSOL owns in the Marcellus area. According to CONSOL's press release, this purchase will make the company the largest producer of natural gas in the Appalachian basin and give CONSOL "a leading position" in the Marcellus area. Bank of America, Merrill Lynch and Stifel, Nicolaus & Company were financial advisors for CONSOL, while Barclays Capital Inc. advised Dominion. Legal counsel for CONSOL came from Wachtell, Lipton, Rosen & Katz and Akin Gump Strauss Hauer & Field LLP. Baker Botts LLP served as Dominion's legal adviser.

Many may have thought the fight for clean water ended with Terry's death, but Kathy Greenwood and her son continue to live with the water contamination.

**On December 30, 2015 the Greenwoods filed a lawsuit against CNX Gas Company and Consol Energy, Inc in the Court Of Common Pleas of Allegheny County, Pennsylvania, Civil Division.** (<https://www.scribd.com/doc/295714683/Greenwood-v-CNX-Gas-Company-and-Consol-Energy-Case-GD-15-23255>)

Among the complaints in the lawsuit:

The lawsuit states "Plaintiffs have and continue to have to suffer the following which further (<https://frackorporation.files.wordpress.com/2016/01/lawsuit.gif>)impairs and continues to impair their use and enjoyment of property:

- a. Plaintiffs must fill 4 large tubs manually with water from the water buffalo provided by Consol;
- b. The water in the large tubs often freezes, which often requires the use of heaters;

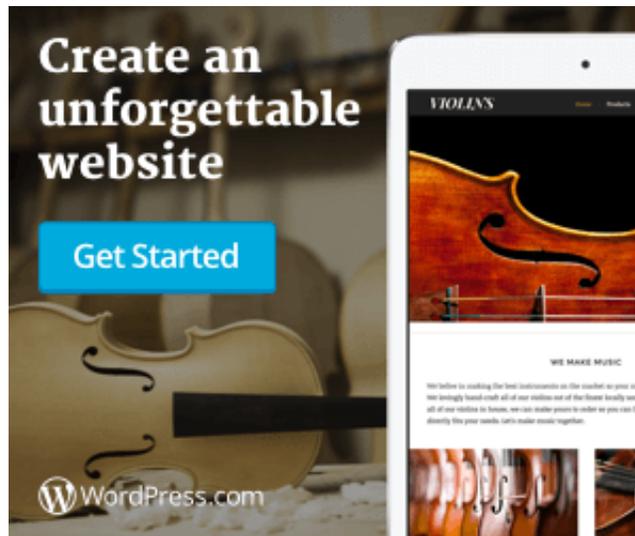
- c. The water often becomes stagnant and the cows refuse to drink from the tubs, such that Plaintiffs have to routinely clean them;
- d. When applicable, Plaintiffs must keep their 2/10 of a mile-long driveway clear of snow and ice for water deliveries necessitated by Defendants' actions;
- e. Plaintiffs must continually purchase drinking and cooking water;
- f. The truck bringing the water deliveries continually produces ruts in Plaintiffs' driveway, which necessitates frequent repair and maintenance by Plaintiffs;
- g. Defendants do not maintain the water buffalo to standards Plaintiffs' livestock will endure, such that algae often forms during warm weather and the cows will not drink the water;
- h. Plaintiffs must frequently clean and maintain the water buffalo;
- i. In cold weather, the hoses from the water buffalo must be brought inside daily to prevent freezing;
- J. Plaintiffs had to purchase a heat gun specifically to thaw the water buffalo valve in cold weather;
- k. Plaintiffs had to purchase a Gator and five 20 gallon containers to haul the water from the water buffalo to the livestock;
- I. Prior to the purchase of the Gator, Plaintiffs had to haul this water by hand;
- m. The frequent deliveries of water have caused problems with Plaintiffs' neighbors, inasmuch as the driveway is a "shared private lane" and Defendants' trucks sometimes get stuck in inclement weather, tear up the driveway, and Plaintiffs have to constantly maintain the road to make sure it is passable;
- n. Plaintiffs have to continually purchase and unload tons of stone at a time to keep their ditch open and draining properly;
- p. Plaintiffs must constantly manually maintain the continued growth of weeds on the side of the driveway and ditch, without the use of a mower;
- q. Plaintiffs must check daily the three gates installed by Defendants to make sure no livestock has escaped, as the Defendants' well tenders sometimes do not close the gates;
- r. Plaintiffs' hay production has been impacted due to poor contouring by Defendants;
- s. The back edge of Plaintiffs' field must be mowed manually with a weedeater because poor contouring makes it unsafe to use a riding mower;
- t. Plaintiff have to replace water tubs more frequently due to rust;

- u. Plaintiffs are no longer able to sell any of their hay because of the loss of significant hay producing areas;
- v. Thistle is starting to take over the lower field because it cannot be mowed properly, and the livestock will not eat the thistle;
- w. Plaintiffs must continually load 5-gallon water bottles into a dispenser inside their home; and
- x. Other problems.

Terry and his family’s story continues. It will not be forgotten and will be told.

© 2016 by Dory Hippauf

About these ads (<https://wordpress.com/about-these-ads/>)



**CNX                  CONSOL                  DEAD CALVES                  DEP                  DOMINION**  
**FRACKING MARCELLUS SHALE PENNSYLVANIA                  STERILE BULL**  
**STILL BORN CALVES                  TERRY GREENWOOD**  
**WATER CONTAMINATION**

dhippauf

1

My name is Terry Greenwood.

In 2008, my farm in southwestern Pennsylvania was affected by gas well drilling. My drinking water turned brown in January, and in April four calves were stillborn and six others

had birth defects and died within hours of their birth. Their eyeballs were white or blue without pupil or iris. Their mothers had been drinking from a pond near where the casing failed on a shallow gas well while it was being drilled in February 2008. When I notified the Pennsylvania Department of

Environmental Protection that ten calves were dead, they said "that's a farmers luck"!

At that time I said, "Now its the cattle, soon it will be the people".

On March 7, 2014, after I had an episode of double vision and was extremely tired, an MRI at the hospital revealed that I have multiple brain tumors.

A biopsy on March 11 proved them cancerous.

I currently receive radiation and two forms of chemotherapy. The tumors are inoperable.

I am fighting as hard as I can.

Regretfully, on Sunday June 8, 2014, after a brave three month battle with his brain tumors, Terry Greenwood passed away. His motto, "water is more important than gas" lives on.

Terry helped to pave the way for anti-fracking activists worldwide to continue to strive to protect our environment.

His struggles should not be in vain. <sup>There</sup> ~~They~~ must be a wake-up call for law makers everywhere to realize that those who drill the gas wells don't have all of the information necessary to protect the people.

Families in rural areas should not

have to worry that the well water  
they drink may now flow from a  
gas well drill tainted aquifer.

**E-FILED**

DEC 30 2015

CIVIL/FAMILY DIVISION  
DEPT. OF COURT RECORDS  
ALLEGHENY COUNTY, PA.

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

**COVER SHEET**

<p><b>Plaintiff(s)</b> Estate of Terry Greenwood, by Kathryn Greenwood, Administrator; Kathryn Greenwood; and Terence Greenwood</p>	<p>Case Number : GD - 15 - 23255</p>
	<p>Type of pleading : Complaint</p>
	<p>Code and Classification : _____</p>
	<p>Filed on behalf of Plaintiffs</p>
	<p>(Name of the filing party)</p>
<p><b>Defendant(s)</b> CNX Gas Company, L.L.C.; Consol Energy, Inc.</p>	<p><input checked="" type="checkbox"/> Counsel of Record <input type="checkbox"/> Individual, If Pro Se</p>
<p>Both Defendants to be served at: CT Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101</p>	<p>Name, Address and Telephone Number : Peter Britton Bieri Speer Law Firm, P.A. 104 W. 9th Street, Suite 400 Kansas City, MO 64105 816 472-3560 Fax: 816 421-2150</p>
	<p>Attorney's State ID : 314960</p>
	<p>Attorney's Firm ID : _____</p>

**COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW**

ESTATE OF TERRY GREENWOOD, BY )		
KATHRYN GREENWOOD, ADMINISTRATOR; )		
KATHRYN GREENWOOD; and )		CIVIL DIVISION
TERENCE GREENWOOD )		CASE No.:
)		
Plaintiffs, )		
v. )		<b>JURY TRIAL DEMANDED</b>
)		
CNX GAS COMPANY, L.L.C.; and )		
CONSOL ENERGY, INC.; )		
)		
Defendants. )		

**NOTICE TO DEFEND**

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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

Lawyer Referral Service  
Allegheny County Bar Association  
11<sup>th</sup> Floor Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
Telephone: (412) 261-5555

Official Note

The above notice does not change any of the rules relating to the pleading of objections and defenses.

This rule applies to all complaints including those where service is by publication. For the mandatory content of the publication in such cases see Rule 430(b).

When a defendant is served outside the United States, Rule 1026(b) provides a sixty-day period for pleading.

(c) Each court shall by local rule designate the officer, organization, agency or person to be named in the notice from whom information can be obtained.

(d) A court may by local rule require the notice to be repeated in one or more designated languages other than English.

**COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW**

ESTATE OF TERRY GREENWOOD, BY )  
KATHRYN GREENWOOD, ADMINISTRATOR; )  
KATHRYN GREENWOOD; and )  
TERENCE GREENWOOD )

CIVIL DIVISION

Plaintiffs, )

No. )

v. )

**COMPLAINT**

Filed on behalf of Plaintiffs

CNX GAS COMPANY, L.L.C.; and )  
CONSOL ENERGY, INC.; )

Counsel of Record:

Peter Britton Bieri  
PA Bar No. 314960

Defendants. )

SPEER LAW FIRM, P.A.  
104 W. 9th Street, Suite 400  
Kansas City, MO 64105  
Phone: (816) 472-3560  
Fax: (816) 421-2150

**Service Information:** )  
CNX GAS COMPANY, L.L.C. )  
c/o CT Corporation System )  
116 Pine Street )  
Suite 320 )  
Harrisburg, PA 17101 )

Edward Ciarimboli  
PA Bar No. 85904  
Clancy Boylan  
PA Bar No. 314117

CONSOL ENERGY, INC. )  
c/o CT Corporation System )  
116 Pine Street )  
Suite 320 )  
Harrisburg, PA 17101 )

FELLERMAN & CIARIMBOLI  
183 Market St, Ste 200  
Kingston, PA 18704  
Phone: (570) 714-4878  
Fax: (570) 714-7255

**JURY DEMAND**

**COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW**

ESTATE OF TERRY GREENWOOD, BY )	)	
KATHRYN GREENWOOD, ADMINISTRATOR; )	)	
KATHRYN GREENWOOD; and )	)	CIVIL DIVISION
TERENCE GREENWOOD )	)	
Plaintiffs, )	)	No.
v. )	)	
CNX GAS COMPANY, L.L.C.; and )	)	
CONSOL ENERGY, INC.; )	)	
Defendants. )	)	

**COMPLAINT**

Plaintiffs ESTATE OF TERRY GREENWOOD, BY KATHRYN GREENWOOD, AMDMINISTRATOR; KATHRYN GREENWOOD; and TERENCE GREENWOOD, (hereinafter sometimes collectively referred to as "Plaintiffs"), by and through counsel, for their cause of action against Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC. (hereinafter sometimes collectively referred to as "Defendants"), state and allege as follows:

**NATURE OF THE CASE**

1. This is an action by residents and/or owners of property in Washington County, Pennsylvania for private temporary continuing abatable nuisance and negligence/recklessness against Defendants for damages arising from Defendants' oil and/or natural gas drilling, exploration, extraction, pipeline construction, transportation, and related acts and/or omissions described more fully below.

2. Plaintiffs, Plaintiffs' home, Plaintiffs' Property, and Plaintiffs' quality of life have all been negatively impacted and Plaintiffs are no longer able to enjoy their lives, and use and enjoy their homes and properties in the way they previously enjoyed prior to Defendants' acts and/or omissions.

### PARTIES

3. Plaintiffs ESTATE OF TERRY GREENWOOD, BY KATHRYN GREENWOOD, ADMINISTRATOR; KATHRYN GREENWOOD AND TERENCE GREENWOOD (hereinafter sometimes referred to as "Plaintiffs") are or were individuals residing or who resided at 45 Berry Lane, Daisytown, Pennsylvania in Washington County. Terry, Kathryn and Terence Greenwood are adults, and competent individuals.<sup>1</sup>

4. On June 8, 2014, Terry Greenwood passed away. His surviving rights and interests are herein asserted by his wife and administrator of his estate, Kathryn Greenwood.

5. Defendant CNX GAS COMPANY, L.L.C. is a Virginia Limited Liability Company, registered to conduct business within the Commonwealth of Pennsylvania with its primary offices located at 200 Evergreen Drive, Waynesburg, Pennsylvania.

6. Defendant CONSOL ENERGY, INC. is a Delaware Corporation, registered to conduct business within the Commonwealth of Pennsylvania with its primary offices located at 1000 Consol Drive, Canonsburg, Pennsylvania.

7. Upon reasonable belief, Defendant CNX GAS COMPANY, L.L.C. is a wholly owned subsidiary of Defendant CONSOL ENERGY, INC.

### JURISDICTION AND VENUE

8. Jurisdiction and venue are proper in the Circuit Court of Allegheny County because at least one Defendant, Consol Energy, Inc. has its registered office, and/or principal

---

<sup>1</sup> Prior to his death, Terry Greenwood was an adult and a competent individual.

place of business, and/or regularly conducts business within Allegheny County; the harms complained of occurred in the State of Pennsylvania and the Plaintiffs' claims arise under Pennsylvania law.

### FACTS

9. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

10. Plaintiffs all have possessory interests in their property in Washington County, Pennsylvania.

11. Plaintiffs acquired their property in 1988 and it is used for residential living, farming and cattle-raising (hereinafter referred to as "Plaintiffs' Property").

12. Plaintiffs' Property consists of approximately 57 acres that includes pastures, hay fields, a pond, and natural spring used for the purpose of raising cattle and other uses.

13. Since living in Washington County, the Plaintiffs had come to expect and enjoy the quiet, fresh air, fresh water, privacy, darkness of night, and overall peacefulness of the area.

14. Significant oil and/or natural gas drilling, exploration, extraction, pipeline construction, transportation and related activities have occurred on or in close proximity to Plaintiffs' Property on numerous wells and well pads reasonably believed to be owned, operated, drilled, maintained or otherwise controlled by Defendants, including but not limited to:

- a. C.W. Wright #3 (hereinafter referred to as "Wright #3");
- b. C.W. Wright #5 (hereinafter referred to as "Wright #5");
- c. Other unnamed/unknown natural gas wells, pads, and/or other structures in the vicinity of Plaintiffs' Property.

15. Defendants are drillers, natural gas extraction companies, and well site operators that are responsible for exploring, contracting, licensing, supplying, manufacturing, erecting,

assembling, drilling, fracking, extracting, operating, supervising, and/or managing personnel, equipment, vehicles, and/or machinery used in natural gas drilling, completions, transportation, and production (hereinafter referred to as "Natural Gas Activities").

16. In order to extract natural gas from their wells, Defendants used a drilling process known as hydraulic fracturing. Hydraulic fracturing requires the discharge of enormous volumes of hydraulic fracturing fluids otherwise known as "fracking fluid" or "drilling mud" into the ground under extreme pressure in order to dislodge and discharge the gas contained under the ground. The composition of "fracking fluid" and/or drilling mud includes chemicals that are hazardous and toxic.

17. The equipment, vehicles, machinery, and/or processes used in Defendants' Natural Gas Activities include but are not limited to drill rigs, pipes, pumps, valves, tanks, engines, motors, compressors, trucks, other vehicles, condensate tanks, storage tanks, containment ponds, pits and/or separators (hereinafter referred to "Instrumentalities").

18. Defendants' Natural Gas Activities and Instrumentalities frequently produce releases, spills, emissions and discharges of hazardous gases and materials, chemicals, and other industrial/hazardous wastes.

19. Defendants' Natural Gas Activities often use pits which are used to store wastewater, drilling waste, and fracking waste. These pits are reasonably believed to contain hundreds of different hazardous chemicals, some of which frequently escape and invade Plaintiffs' Property and substantially contribute to Plaintiffs' injuries and damages.

20. Upon reasonable belief, in December 2007, Dominion Exploration Production, Inc. ("Dominion") drilled and/or constructed, or had drilled and/or constructed on its behalf, the C.W. Wright #5 natural gas well.

21. Dominion drilled and/or constructed Wright #5 within approximately 436 feet from the water well, located on Plaintiffs' Property, which provides water to Plaintiffs' home including water used for drinking and cooking (hereinafter referred to as "Water Well").

22. Also located on Plaintiffs' Property, adjacent to the Water Well, is the spring that serves as the primary source of drinking water for Plaintiffs' cattle (hereinafter referred to as "Cattle Spring") and which is also located approximately 436 feet from where Dominion drilled and/or constructed Wright #5.

23. Upon reasonable belief, Defendants' Natural Gas Activities caused or contributed and continue to cause or contribute to the continuing and intermittent migration of toxic gases, radioactive material, and/or other dangerous chemicals and substances into the groundwater used by Plaintiffs.

24. In January, 2008, immediately after the Wright #5 well was drilled, Plaintiffs noticed a dramatic and intermittent change in the color, quality, odor, and consistency of their drinking water.

25. On March 27, 2008, the Pennsylvania Department of Environmental Protection issued an order to Dominion that declared Plaintiffs' water supply to be polluted and thereby a public nuisance and further ordered Dominion to restore or replace permanently the Water Well supply.

26. Upon reasonable belief, in February, 2008, Dominion drilled and/or constructed, or had drilled and/or constructed on its behalf, the Wright #3 natural gas well.

27. Dominion drilled and/or constructed Wright #3 within approximately 295 feet from the cattle pond located on Plaintiffs' Property and that is used as a source of water for Plaintiffs' cattle livestock. (hereinafter referred to as "Cattle Pond").

28. Upon reasonable belief, Defendants' Natural Gas Activities, caused or contributed to Plaintiffs' Water Well and Cattle Spring running dry, which continues to the present.

29. Upon reasonable belief, in or around April 30, 2010 Dominion sold all interests and obligations associated with the Wright #3 and Wright #5 wells to Defendants, who have from that time forth owned, operated, and maintained those Natural Gas Activities and Instrumentalities.

30. Upon reasonable belief, Defendants' Natural Gas Activities caused or contributed to the intermittent and continuing migration of toxic gases, radioactive material, and/or other dangerous chemicals and substances into the Cattle Pond used by Plaintiffs' cattle.

31. Due to Defendants' Natural Gas Activities, Plaintiffs began experiencing the death of livestock, stillborn calves and calves with fatal birth defects.

32. Upon reasonable belief, Defendants' Natural Gas Activities contributed to destruction of Plaintiffs' hay fields and grazing pastures.

33. Due to Defendants' Natural Gas Activities and subsequent contribution to the destruction of significant portions of Plaintiffs' hay fields and grazing pastures, Plaintiffs' once thriving, lucrative cattle business and hay business have been substantially impaired.

34. Upon reasonable belief, Defendants have long been aware of the dangers and health risks posed by their Natural Gas Activities and the Instrumentalities used therein.

35. Defendants' Natural Gas Activities, acts, omissions, and Instrumentalities are within Defendants' exclusive control, are dangerous, and have caused grave harms to Plaintiffs.

36. Upon reasonable belief, Defendants are responsible for all Natural Gas Activities, Instrumentalities, actions, and/or inactions and the well pads identified above.

37. Due to Defendants' Natural Gas Activities, and other of Defendants' actions and omissions, individually, or collectively, Plaintiffs have suffered and continue to suffer significant damages to themselves, their property, their quality of life, their cattle business, hay business and their rights to the use and enjoyment of their property for which they are entitled to compensation.

38. Defendants' Natural Gas Activities, actions, and/or omissions were effectuated by Defendants, their employees, agents, service providers, officers, directors, assigns, and/or individuals under the control and/or direction of Defendants. As such, each of them is liable for all harms and losses suffered by Plaintiffs.

**COUNT I—PRIVATE CONTINUING TEMPORARY NUISANCE (ALL DEFENDANTS)**

39. Plaintiffs incorporate all preceding paragraphs above as if fully set forth herein.

40. Defendants, through their intentional, negligent, and/or unreasonable Natural Gas Activities, acts, and/or omissions have frequently, continuously and substantially interfered with Plaintiffs' use and enjoyment of their property through the following, but not limited to the following:

- a. releases, spills, emissions and discharges of hazardous gases, chemicals, and industrial/hazardous wastes which have and continue to frequently migrate onto Plaintiffs' Property;
- b. the threat of and/or actual contamination and continuing contamination of nearby waterways and Plaintiffs' water supply, including Plaintiffs' Water Well;
- c. The continued loss of Plaintiffs' Cattle Spring;

- d. The continued loss/impairment of pond water, including that of the Cattle Pond;
- e. damage to the natural resources in and around Plaintiffs' Property;
- f. loss of use of Plaintiffs' land;
- g. loss of use of hay fields and cattle grazing pasture;
- h. injury to Plaintiffs' livestock;
- i. other associated problems.

41. Further, as a result of Defendants' activities, Plaintiffs have and continue to have to suffer the following which further impairs and continues to impair their use and enjoyment of property:

- a. Plaintiffs must fill 4 large tubs manually with water from the water buffalo provided by Consol;
- b. The water in the large tubs often freezes, which often requires the use of heaters;
- c. The water often becomes stagnant and the cows refuse to drink from the tubs, such that Plaintiffs have to routinely clean them;
- d. When applicable, Plaintiffs must keep their 2/10 of a mile-long driveway clear of snow and ice for water deliveries necessitated by Defendants' actions;
- e. Plaintiffs must continually purchase drinking and cooking water;
- f. The truck bringing the water deliveries continually produces ruts in Plaintiffs' driveway, which necessitates frequent repair and maintenance by Plaintiffs;

- g. Defendants do not maintain the water buffalo to standards Plaintiffs' livestock will endure, such that algae often forms during warm weather and the cows will not drink the water;
- h. Plaintiffs must frequently clean and maintain the water buffalo;
- i. In cold weather, the hoses from the water buffalo must be brought inside daily to prevent freezing;
- j. Plaintiffs had to purchase a heat gun specifically to thaw the water buffalo valve in cold weather;
- k. Plaintiffs had to purchase a Gator and five 20 gallon containers to haul the water from the water buffalo to the livestock;
- l. Prior to the purchase of the Gator, Plaintiffs had to haul this water by hand;
- m. The frequent deliveries of water have caused problems with Plaintiffs' neighbors, inasmuch as the driveway is a "shared private lane" and Defendants' trucks sometimes get stuck in inclement weather, tear up the driveway, and Plaintiffs have to constantly maintain the road to make sure it is passable;
- n. Plaintiffs have to continually purchase and unload tons of stone at a time to keep their ditch open and draining properly;
- o. Plaintiffs had to purchase and have to maintain a pipe to divert run-off of water into the ditch and away from the driveway;
- p. Plaintiffs must constantly manually maintain the continued growth of weeds on the side of the driveway and ditch, without the use of a mower;

- q. Plaintiffs must check daily the three gates installed by Defendants to make sure no livestock has escaped, as the Defendants' well tenders sometimes do not close the gates;
- r. Plaintiffs' hay production has been impacted due to poor contouring by Defendants;
- s. The back edge of Plaintiffs' field must be mowed manually with a weedeater because poor contouring makes it unsafe to use a riding mower;
- t. Plaintiff have to replace water tubs more frequently due to rust;
- u. Plaintiffs are no longer able to sell any of their hay because of the loss of significant hay producing areas;
- v. Thistle is starting to take over the lower field because it cannot be mowed properly, and the livestock will not eat the thistle;
- w. Plaintiffs must continually load 5-gallon water bottles into a dispenser inside their home; and
- x. Other problems.

42. The aforementioned lists are by no means exhaustive or exclusive, and Plaintiffs do not waive their ability to submit additional evidence of such issues throughout the course of this case.

43. As a proximate result of Defendants' Natural Gas Activities, acts, and/or omissions, Plaintiffs have suffered frequent, substantial, and significant impairment to their use and enjoyment of their property, including, but not limited to some or all of the following: property damage, substantial discomfort, inconvenience, annoyance, offense to the senses, loss of peace of mind, angst, anxiety, distress, disgust, embarrassment, fear, apprehension, concern,

difficulty sleeping, health concerns, deprivation of the ability to further develop their property, destruction of the serene nature of their property, concern for water quality, destruction of hay fields, contaminated drinking water, contaminated pond water, loss of spring water and problems with Plaintiffs' livestock, for which they are entitled to compensation.

44. Defendants' conduct constitutes a frequent and continued temporary nuisance to Plaintiffs.

45. Defendants, including their officers, agents, and/or employees knew or should have been substantially certain that their Natural Gas Activities would create and maintain such a repeated and continuing nuisance to these Plaintiffs.

46. Each of the aforesaid frequent or repeating injurious conditions created by Defendants are reasonably and practicably abatable through better operation, procedures, management, repair, technology, oversight, maintenance, or otherwise.

47. However, Defendants have failed to take known reasonable, practicable, and necessary steps to abate, minimize, or eliminate such conditions.

48. Defendants' Natural Gas Activities, acts and/or omissions, and use of property have been and continue to be unreasonable and abnormally dangerous.

49. Defendants have repeatedly concealed the dangerous nature of their Natural Gas Activities and the impact these activities have upon nearby landowners and the environment.

50. As a result, Defendants are liable for all of the damages and injuries to the Plaintiffs caused by their repeated acts and/or omissions and natural gas exploration activities, and their failure to abate such nuisances.

51. Further, some or all of the Defendants' Natural Gas Activities, acts, and/or omissions, including those of its officers, agents, contractors, and/or employees, were

intentional and/or grossly, recklessly, and/or wantonly negligent, and were done with utter disregard for the Plaintiffs' rights and therefore, Plaintiffs are entitled to an award of punitive damages.

**WHEREFORE**, the Plaintiffs pray for judgment, jointly and severally, against Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC. awarding Plaintiffs actual damages in a fair and reasonable sum and in an amount to be determined at trial by jury sufficient to compensate Plaintiffs for the interference of their right to the use and quiet enjoyment of their property; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC., for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC.; and for such other and further relief as the Court may deem just and appropriate.

**COUNT II—CONTINUING NEGLIGENCE (ALL DEFENDANTS)**

52. Plaintiffs incorporate the preceding paragraphs above as if fully set forth below.
53. Defendants, at all times relevant herein, owed the following ongoing duties of care in conducting their Natural Gas Activities, acts, and/or omissions:
  - a. to reasonably and responsibly own, operate, control, and maintain their Natural Gas Activities and Instrumentalities so as not to injure Plaintiffs, Plaintiffs' Property or otherwise impair their use and enjoyment of their property;
  - b. to operate under the Reasonably Prudent Operator Standard;
  - c. to prevent injury to others;

- d. to exercise reasonable care to avoid foreseeable risk of injury to others;
- e. to take affirmative action to control or avoid increasing the danger from a condition that has been created by Defendants' conduct;
- f. to use ordinary care in protecting others from peril that is under the Defendants' control;
- g. to be responsible for all acts, omission, harms, and losses occurring as part of their Natural Gas Activities;
- h. to ensure that Defendants' operations, equipment, and trucking activity do not cause or contribute and continue to cause and contribute to a nuisance or contamination of water;
- i. to take all measures reasonably necessary to inform and protect the Plaintiffs from dangerous and/or unreasonable Natural Gas Activities;
- j. to prevent releases of hazardous, toxic, and/or radioactive substances into water sources;
- k. to properly hire, train, manage, and supervise skilled employees and contractors;
- l. to promptly repair any leaks in any structures or Instrumentalities used in Natural Gas Activities;
- m. to conduct frequent and routine monitoring;
- n. to properly manage their Natural Gas Activities and Instrumentalities;
- o. to operate their leases and well pads with reasonable care;
- p. to minimize the impacts of their Natural Gas Activities on neighbors;
- q. to mitigate emissions;

- r. to not cause damage to land or persons;
- s. to not cause damage to Plaintiffs' water sources;
- t. to not cause damage to Plaintiffs' livestock;
- u. to properly maintain water buffalo;
- v. to promptly repair Plaintiffs' water sources; and
- w. to follow all state and federal law related to Natural Gas Activities.

54. Further, as a result of Defendants' activities, Plaintiffs have and continue to have to suffer the following which further causes Plaintiffs to be frequently damaged:

- a. Plaintiffs must fill 4 large tubs manually with water from the water buffalo provided by Consol;
- b. The water in the large tubs often freezes, which often requires the use of heaters;
- c. The water often becomes stagnant and the cows refuse to drink from the tubs, such that Plaintiffs have to routinely clean them;
- d. When applicable, Plaintiffs must keep their 2/10 of a mile-long driveway clear of snow and ice for water deliveries necessitated by Defendants' actions;
- e. Plaintiffs must continually purchase drinking and cooking water;
- f. The truck bringing the water deliveries continually produces ruts in Plaintiffs' driveway, which necessitates frequent repair and maintenance by Plaintiffs;
- g. Defendants do not maintain the water buffalo to standards Plaintiffs' livestock will endure, such that algae often forms during warm weather and the cows will not drink the water;
- h. Plaintiffs must frequently clean and maintain the water buffalo;

- i. In cold weather, the hoses from the water buffalo must be brought inside daily to prevent freezing;
- j. Plaintiffs had to purchase a heat gun specifically to thaw the water buffalo valve in cold weather;
- k. Plaintiffs had to purchase a Gator and five 20 gallon containers to haul the water from the water buffalo to the livestock;
- l. Prior to the purchase of the Gator, Plaintiffs had to haul this water by hand;
- m. The frequent deliveries of water have caused problems with Plaintiffs' neighbors, inasmuch as the driveway is a "shared private lane" and Defendants' trucks sometimes get stuck in inclement weather, tear up the driveway, and Plaintiffs have to constantly maintain the road to make sure it is passable;
- n. Plaintiffs have to continually purchase and unload tons of stone at a time to keep their ditch open and draining properly;
- o. Plaintiffs had to purchase and have to maintain a pipe to divert run-off of water into the ditch and away from the driveway;
- p. Plaintiffs must constantly manually maintain the continued growth of weeds on the side of the driveway and ditch, without using a mower;
- q. Plaintiffs must check daily the three gates installed by Defendants to make sure no livestock has escaped, as the Defendants' well tenders sometimes do not close the gates;
- r. Plaintiffs' hay production has been impacted due to poor contouring by Defendants;

- s. The back edge of Plaintiffs' field must be mowed manually with a weedeater because poor contouring makes it unsafe to use a riding mower;
- t. Plaintiff have to replace water tubs more frequently due to rust;
- u. Plaintiffs are no longer able to sell any of their hay because of the loss of significant hay producing areas;
- v. Thistle is starting to take over the lower field because it cannot be mowed properly, and the livestock will not eat the thistle;
- w. Plaintiffs must continually load 5-gallon water bottles into a dispenser inside their home; and
- x. Other problems.

55. The aforementioned list is by no means exhaustive or exclusive, and Plaintiffs do not waive their ability to submit additional evidence of additional duties, breaches of duties, and damages, throughout the course of this case.

56. Defendants, including their officers, agents, contractors, and/or employees, have frequently breached these duties of care to Plaintiffs, and were otherwise repeatedly and continuously negligent, thereby directly and proximately causing significant damages to Plaintiffs for which they are entitled to compensation.

57. Defendants knew or should have known that Defendants' Natural Gas Activities, acts, omissions, and use of Instrumentalities were negligent.

58. Defendants, including their officers, agents, and/or employees, should have taken reasonable precautions and measures to prevent and/or mitigate the problems caused by their Natural Gas Activities, acts, omissions, and Instrumentalities.

59. Further, the doctrine of *res ipsa loquitur* applies because (i) the character of Plaintiffs' injuries are such that they would not have occurred without negligence, and (ii) the instrumentality that caused Plaintiffs' injuries were under the sole management and control of Defendants.

60. Further, some or all of the acts and/or omissions of Defendants described herein, including those of their officers, agents, contractors, and/or employees, were intentional and/or grossly, recklessly, and/or wantonly negligent, and were done with utter disregard for the Plaintiffs' rights and therefore, Plaintiffs are entitled to an award of punitive damages.

**WHEREFORE**, the Plaintiffs pray for judgment, jointly and severally, against Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC., awarding Plaintiffs actual damages in a fair and reasonable sum and in an amount to be determined at trial by jury sufficient to compensate Plaintiffs for all of Plaintiffs' injuries and damages; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC., for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC.; and for such other and further relief as the Court may deem just and appropriate.

Respectfully submitted,

/s/ Peter B. Bieri

Peter B. Bieri (PA Bar No. 314960)

SPEER LAW FIRM, P.A.

104 W. 9th Street, Suite 400

Kansas City, MO 64105

Phone: (816) 472-3560

Fax: (816) 421-2150

Edward Ciarimboli (PA Bar No. 85904)  
Clancy Boylan (PA Bar No. 314117)  
FELLERMAN & CIARIMBOLI  
183 Market Street, Suite 200  
Kingston, PA 18704  
Phone: (570) 714-4878  
Fax: (570) 714-7255

**COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW**

ESTATE OF TERRY GREENWOOD, BY )	
KATHRYN GREENWOOD, ADMINISTRATOR; )	
KATHRYN GREENWOOD; and )	CIVIL DIVISION
TERENCE GREENWOOD )	
Plaintiffs, )	
)	No.
)	
v. )	
)	
CNX GAS COMPANY, L.L.C.; and )	
CONSOL ENERGY, INC.; )	
)	
Defendants. )	

**VERIFICATION**

STATE OF PENNSYLVANIA )  
 )  
COUNTY OF WASHINGTON )

Kathryn Greenwood, being first duly sworn and upon her oath, states as follows:

1. My name is Kathryn Greenwood and I am over eighteen years of age.
2. I am a plaintiff in the above-captioned case, styled *Estate of Terry Greenwood, et al. v. CNX Gas Company, L.L.C., et al.*, and I am familiar with the contents of Plaintiffs'

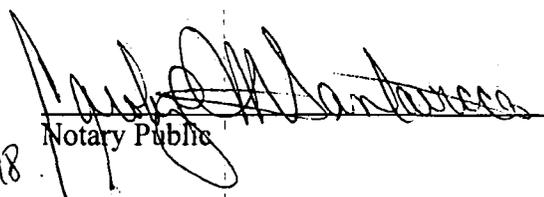
Complaint filed therein.

3. The specific averments of fact contained in Plaintiffs' Complaint are true based upon my personal knowledge and/or information and belief.

  
\_\_\_\_\_  
Kathryn Greenwood

The foregoing Verification was signed and sworn to before me this 21<sup>st</sup> day of

DECEMBER, 2015.

  
Notary Public

My Commission Expires: Sept. 13, 2018

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Carolyn M. Santavica, Notary Public  
Charleroi Boro, Washington County  
My Commission Expires Sept. 13, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES