

APPENDIX

APPENDIX

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APPENDIX A

IN THE SUPREME COURT OF PENNSYLVANIA MIDDLE DISTRICT

No. 161 MAL 2021

[Filed: October 1, 2021]

| | |
|----------------------------|---|
| NORTH COVENTRY TOWNSHIP, |) |
| |) |
| Respondent |) |
| |) |
| v. |) |
| |) |
| JOSEPHINE TRIPODI, ET AL., |) |
| |) |
| Petitioner |) |
| |) |

Petition for Allowance of Appeal
from the Order of the
Commonwealth Court

ORDER

PER CURIAM

AND NOW, this 1st day of October, 2021, the
Petition for Allowance of Appeal is **DENIED**.

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A True Copy Amy Dreibelbis, Esquire
As Of 10/01/2021

Attest: /s/ Amy Dreibelbis
Deputy Prothonotary
Supreme Court of Pennsylvania

APPENDIX B

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

No. 1073 C.D. 2019

Submitted: November 12, 2020

[Filed: March 9, 2021]

| | |
|----------------------------|---|
| North Coventry Township |) |
| |) |
| v. |) |
| |) |
| Josephine Tripodi, et al., |) |
| Appellants |) |
| |) |

BEFORE: HONORABLE PATRICIA A.
McCULLOUGH, Judge
HONORABLE ANNE E. COVEY, Judge
HONORABLE J. ANDREW CROMPTON,
Judge (P)

OPINION NOT REPORTED

MEMORANDUM OPINION

BY JUDGE CROMPTON

FILED: March 9, 2021

Before this Court is the appeal of Josephine Tripodi (Tripodi or, alternatively, Tripodis)¹ from the July 9,

¹ The caption of this case, over time, including before this Court, has, alternatively, reflected one appellant, Josephine Tripodi, and

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2019 orders (individually, Order or, collectively, Orders)² of the Chester County Court of Common Pleas

at other times read “Josephine Tripodi, et al.,” as it does currently, apparently reflecting the participation of Ms. Tripodi along with her daughter Geri Carr Tripodi, who intervened in this matter in 2009. The caption of the Order at issue in the matter *sub judice* identifies Josephine M. Tripodi and Geri Carr Tripodi as Defendants.

² The trial court issued three Orders dated July 9, 2019.

In the first [O]rder, the trial court merely indicates that the court is issuing the [O]rder and a contemporaneous [O]rder because a fund needs to be established for payment of inspection fees, remediation, and costs. The [O]rder indicates that failure to comply with the [O]rder may result in the [Kline Place Apartments] [(Property)] being sold and/or a finding of contempt. The second [O]rder denies what is characterized as Appellant Josephine Tripodi’s “Motion for New Trial/Hearing.” This [O]rder specifically states “an appeal from this Order will be considered interlocutory and will not divest [the trial court] of jurisdiction.” The third [O]rder is more detailed, and it directs [the Tripodis] to deliver to an appointed Master [(Master)] either[]: 1) [a] \$500,000 check; or 2) personal financial information The Order directs how the \$500,000 is to be used by the Master including the payment of [a] judgment of \$34,093.65 in favor of [North Coventry] Township [(Township)], [a] judgment of \$61,803.75 in favor of the Master, and a second judgment of \$37,091.25 in favor of the Master. The rest of the [O]rder indicates how the remaining money is to be utilized. If [the Tripodis] decide to provide financial information to the Master rather than make the \$500,000 deposit, the [O]rder indicates what information must be submitted to the Master.

N. Coventry Twp. v. Tripodi (Pa. Cmwlth., No. 1073 C.D. 2019, filed Aug. 17, 2020), slip op. at 2.

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(trial court), establishing a fund to inspect and remediate Tripodi's property (Property), and pay costs and fees and stating that failure to comply may result in the sale of the Property and/or a finding of contempt against the Tripodis.

I. Background

Tripodi owns Kline Place Apartments (Property), which is located within North Coventry Township (Township). On November 14, 2007, the Township filed an action in the trial court seeking relief relative to Tripodi's non-compliance with the Township's property maintenance, plumbing, and electrical codes at the Property. The litigation in this matter has been ongoing from 2007 through the present, including multiple appeals to this Court.³ In February 2009, the parties reached an agreement, in which Tripodi agreed to sell the Property to her daughter, Geri Carr Tripodi.⁴ *See N. Coventry Twp. v. Tripodi* (Pa. Cmwlth., No. 851 C.D. 2017, filed June 4, 2018), slip op. at 2. In a June 12, 2009 order, the trial court approved the parties' stipulation and approved the request that Geri Carr Tripodi be joined as a party defendant to the litigation.

³ *See N. Coventry Twp. v. Tripodi* (Pa. Cmwlth., No. 1214 C.D. 2010, filed Mar. 24, 2011); *N. Coventry Twp. v. Tripodi* (Pa. Cmwlth., No. 2075 C.D. 2010, filed June 15, 2011); *N. Coventry Twp. v. Tripodi* (Pa. Cmwlth., Nos. 831, 832 C.D. 2012, filed Feb. 20, 2013); *N. Coventry Twp. v. Tripodi* (Pa. Cmwlth., No. 851 C.D. 2017, filed June 4, 2018). The background information in the present opinion is gleaned, substantially, from these earlier opinions of this Court.

⁴ The record does not reveal whether this sale actually occurred.

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On July 9, 2019, the trial court issued the Orders that are currently before us on appeal. As noted above, the most detailed of the three, and the one that is the primary focus in the present matter, is the Order requiring that the Tripodis deliver a check in the amount of \$500,000 to John A. Koury Jr., Esquire, the trial court's appointed master (Master), or, alternatively, to provide personal financial information to him. Reproduced Record (R.R.) at 12-18.⁵

The aforementioned Order, at its essence, states that the Master shall use the \$500,000, for full payment, in favor of the Township against the Tripodis, jointly and severally, in the amounts of \$34,093.65 and of \$61,803.75, per paragraphs 4 and 5 of the trial court's April 25, 2017 order.⁶ In addition, \$37,091.25 is to be used for matters contemplated under paragraph

⁵ Pa.R.A.P. 2173 states, in pertinent part, as follows:

[e]xcept as provided in Rule 2174 (tables of contents and citations), the pages of briefs, the reproduced record and any supplemental reproduced record shall be numbered separately in Arabic figures and not in Roman numerals: thus 1, 2, 3, etc., followed in the reproduced record by a small a, thus 1a, 2a, 3a, etc., and followed in any supplemental reproduced record by a small b, thus 1b, 2b, 3b, etc.

We note that the reproduced record, herein, does not follow the above rule.

⁶ Paragraph 4 of this order addressed costs incurred by the Master for his services from September 1, 2009, through May 14, 2010, and from June 2, 2010, through August 25, 2016. Paragraph 5 of the order addressed attorney's fees and costs incurred by the Township in litigating this case. R.R. at 21.

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4 of the present Order.⁷ The remainder of the \$500,000 balance is to be deposited into an IOLTA⁸ account to be used for payment of invoices submitted to the Master by consultants, contractors, and others for completion of inspection and review of all buildings, dwelling units, and other areas of the Property to determine whether they are contaminated by mold. In addition, the trial court ordered these funds be used for the remediation of mold, in order to permit a full building and maintenance code inspection, and for necessary corrections to bring the Property into compliance. Beyond that, the funds were established to be used to obtain an appraisal of the Property to determine its fair market value and for payment of other expenses as the trial court might from time to time direct. Further, the Order directs the Master to provide an interim accounting of the amounts he expends, and, upon a final accounting, to distribute any unpaid balance to the Tripodis, unless otherwise directed by the trial court.

In addition, the trial court's Order provides that, if the Tripodis choose to provide their personal financial information to the Master, instead of a check for \$500,000, the information they provide will be utilized to determine their financial ability, both individually and together, to obtain and post sufficient personal funds to make the payments addressed in the Order

⁷ This latter amount was ordered as payment for fees and services of the Master from the period August 12, 2016, through June 7, 2019.

⁸ "IOLTA" is an acronym for "Interest on Lawyer Trust Accounts."

and/or for such other purposes as the trial court directs. In addition, the Order requires the Tripodis to be present at the Property as requested by the Master, but only at times designated by him, and, otherwise, not to be present at the Property when any inspections, review, remediation, correction, and/or appraisal activities are occurring.

Tripodi now appeals to this Court.⁹

II. Arguments

A. Tripodi's Arguments

Tripodi raises two primary questions on appeal: (1) “Did the [trial court] abuse its discretion in ordering [the Tripodis] to pay \$500,000 to fund the alleged mold remediation of the subject [P]roperty owned by Josephine Tripodi?” and (2) “Did the [trial court] misapply governing law and abuse its discretion in ordering Geri Carr Tripodi to comply with the orders . . . when she does not own the [P]roperty and has no interest in it?” Tripodi’s Am. Br. at 3.

⁹ To the extent the issues this Court is asked to address are solely questions of law, the standard of review is *de novo* and the scope of review is plenary, as this Court may review the entire record in making its decision. *Probst v. Dep’t of Transp., Bureau of Driver Licensing*, 849 A.2d 1135 (Pa. 2004). To the extent Tripodi asserts that the trial court abused its discretion, we note that “an abuse of discretion occurs where the trial court ‘reaches a conclusion that overrides or misapplies the law, or where the judgment exercised is manifestly unreasonable, or is the result of partiality, prejudice, bias, or ill will.’” *Mitchell v. Shikora*, 209 A.3d 307, 314 (Pa. 2019) (quoting *Com. v. Wright*, 78 A.3d 1070, 1080 (Pa. 2013)). “To the degree the issue of whether the law has been misapplied involves a purely legal question, it is reviewed *de novo*.” *Id.* at 314.

Tripodi states:

The [Orders] were entered after a June 7, 2019 hearing before [the trial court] revolving around [the] Master’s claim that 12 of 27 units at the [P]roperty are “contaminated with mold” and the Township’s and [the] Master’s demands for payments from [the Tripodis]. The Master advised the judge that the estimate for “damages” was \$160,000, then demanded \$350,000; then [the trial court] ordered [the Tripodis] to pay even more than that - \$500,000 – within 60 days of the [Orders]

Tripodi’s Am. Br. at 6. Additionally, and as we noted above, the trial court ordered that, in lieu of a check for \$500,000 payable to the Master, the Tripodis could each supply their personal financial information to the Master.

Tripodi argues that the trial court cited no legal standards for its Orders and that, in fact, there is no federal law covering a property owner’s responsibilities relative to mold. Tripodi states that “[n]either the United States, the Commonwealth of Pennsylvania, nor Chester County have laws, codes, or regulations governing mold,” and because no state or federal law requires a property owner to inspect for mold or to remediate it, the trial court’s requirement that the Tripodis pay \$500,000 to perform same, is “a reversible abuse of discretion.” Tripodi’s Am. Br. at 20-21. Tripodi further argues that the trial court conflated prior orders and code violations at issue in the case with the present matter involving mold issues and that the prior

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violations and orders were not grounds for compelling the Tripodis to pay \$500,000.

Tripodi states that the prior order in the case, *i.e.*, the order issued on April 25, 2017, entered judgment in favor of the Master in the amount of \$61,803.75, and entered judgment in favor of the Township for \$34,093.65 for attorney's fees and costs. In addition, the April 25, 2017 order authorized the Township to spend up to \$10,000 from an escrow account of \$15,000 to hire an engineer to conduct a full building and maintenance code inspection and to review all buildings/apartments that are part of the Property. The April 2017 order also authorized the Township to use and expend up to \$5,000 from the escrow fund to engage a real estate appraiser to determine the fair market value of the Property. In addition, the April 2017 order directed the Tripodis to make the Property available for inspections by the engineer, the real estate appraiser, township representatives, and the Master, and directed the Master to issue a report after reviewing the engineer's and appraiser's reports. Tripodi asserts that the April 2017 order did not address the issue of mold, and that it was an insufficient basis for the trial court to compel the Tripodis to make payment for mold inspection and remediation and did "not come anywhere near the . . . \$500,000 that [the trial court] . . . demanded of [the Tripodis] via [its] July 7, 2009 Orders under review . . . in this appeal." Tripodi's Am. Br. at 22-24.

Tripodi argues that it is the Master, rather than she and/or her daughter, who is responsible for the growth of mold at the Property, as the Master was in charge of

inspections of, and access to, the Property since his appointment in 2009, and he failed to maintain the Property. Thus, Tripodi asserts that the growth of mold was the fault of the Master and the Township because they were the ones that had control over the Property. Tripodi's Am. Br. at 24. In addition, Tripodi asserts that there were no detailed cost estimates of mold remediation from the Master to the trial court, the Master's reports were "vague and incomplete" and failed to "detail the mold alleged to be contained within each townhouse at the [P]roperty," and the trial court failed to assess Josephine Tripodi's ability to pay the \$500,000 as ordered. Tripodi's Am. Br. at 25.

Furthermore, Tripodi contends that the trial court abused its discretion and committed an error of law by imposing requirements on "non-owner, Geri Carr Tripodi." *Id.* Tripodi maintains that "Geri Carr Tripodi does not own the [Property] and has no interest in it. Geri appeared in the litigation below because, in 2009, Geri was the prospective purchaser for the [Property]. But this sale never occurred. Geri does not own the [Property] and has no interest in it." *Id.* Further, "[t]here is no state or federal law that provides that a non-owner should be made responsible for property maintenance or like obligations or, in this case, responsible 'equally' with the property owner for paying the . . . \$500,000 that [the trial court] ordered below." Tripodi's Am. Br. at 26. Tripodi requests that this Court vacate the Orders of the trial court entered against her/them.

B. The Township's Arguments

The Township succinctly argues that Tripodi offered no defense for failing to comply with the trial court's Order and, thus, the appeal should be denied.

III. Discussion

Briefly, to recap, the primary arguments of substance put forward by Tripodi are that it was inappropriate for the trial court to require \$500,000 be deposited in a fund for repairs, when the Master determined that, at most, \$350,000 would be necessary, and there is no requirement in law that mold must be remediated. Further, Tripodi contends that, in fact, the existence of mold is a result of the Master's failure(s) over time. In addition, Tripodi asserts that Geri Carr Tripodi should not have been treated as if she is an owner of the Property and made subject to any of the requirements placed upon her mother. We address the issues raised by Tripodi in reverse order.

To the extent Tripodi, and/or the Tripodis, argue that Geri Carr Tripodi is not an owner of the Property, and, thus, should not be held to any of the requirements of the true owner, Josephine Tripodi, we find this argument unconvincing. Geri Carr Tripodi sought to intervene in this litigation many years ago and was joined as a party defendant in June 2009. As the Pennsylvania Rules of Civil Procedure make plain: "After the entry of an order allowing intervention, **the intervener shall have all the rights and liabilities of a party** to the action." Pa.R.C.P. No. 2330 (emphasis added). Further, as our Supreme Court enunciated in *In re Appeal of the Municipality of Penn*

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Hills, 546 A.2d 50, 52 (Pa. 1988): “Given the absence of limitations to the contrary . . . an intervenor participates in the appeal with all the attendant rights of any other party.”

Geri Carr Tripodi chose to intervene in the present matter in 2009. She cannot now assert she is a mere representative or observer or that she can move in and out of the litigation at will. Further, to suggest that Geri Carr Tripodi has no interest in the Property seems disingenuous in light of the fact that, at one time, the parties had agreed Geri Carr Tripodi would purchase the Property from her mother. Ironically, the very financial statements to which the Tripodis object would establish whether, in fact, Geri Carr Tripodi has an interest in the Property. Accordingly, we reject the argument that Geri Carr Tripodi cannot be held accountable in the same way Tripodi may be. Thus, the trial court did not err by determining Geri Carr Tripodi may be subject to the same requirements as her mother in this matter, including the provision of financial statements.

Next, we address Tripodi’s contention that the trial court abused its discretion when it ordered the payment of \$500,000 to create a fund to inspect and remediate the Property of mold, to pay the Master, and to offset other necessary expenses as directed by the trial court. In this Court’s April 2, 2020 Memorandum and Order, we stated:

[i]n its July 9, 2019 Order, the trial court ruled that the Tripodis could make a \$500,000.00 payment **or** provide personal financial information to determine the Tripodis’ financial

ability to provide the \$500,000.00 check The Tripodis' counsel offered no reason for not submitting financial information rather than making the \$500,000.00 payment The Tripodis had the option to provide the ordered financial information but chose not to do so.

N. Coventry Twp. v. Tripodi (Pa. Cmwlth., No. 1073 C.D. 2019, filed Apr. 2, 2020), slip op. at 4 (emphasis in original).

Initially, we review whether the trial court abused its discretion or committed an error of law when it required the Tripodis to remediate mold at the Property. While it may be true, as the Tripodis assert, that no law requires mold remediation, the purpose of the mold remediation is to make it safe enough for the inspectors to enter the premises to determine the extent of the code violations. Thus, without mold remediation, nothing further can occur. Accordingly, we see no error in the trial court's determination that the Tripodis must fund mold remediation as a precursor to meeting the other requirements for which they are responsible under the Orders.

In other circumstances, we might be skeptical of the trial court affixing a sum to be escrowed, in the absence of more specific information about the cost of remediation. However, we reiterate here, the Tripodis were given the alternative of providing the Master with their financial documentation, in lieu of the \$500,000. Thus, paying the \$500,000 was not the only option available to them. Further, given the Tripodis' failure to comply, their dilatory tactics to date, including multiple changes in legal representation over the

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lifetime of the litigation in this matter, and the unknown extent of the mold damage to the Property, along with the uncertainty of the costs associated with inspection, remediation, and bringing the Property up to code, we do not think it was unreasonable for the trial court to set the escrowed amount at \$500,000 in this particular case. This is especially true where the passage of time, in and of itself, very likely has added, and may continue to add, to the deteriorating condition of the Property, and where safety concerns make an accurate assessment of that condition difficult to obtain. We note here that there should be no confusion that the \$500,000 is entirely for mold remediation, when indeed that is not the case, despite some obfuscation of the issue in Tripodi's arguments to this Court as stated above. A significant portion of the \$500,000 total set by the trial court is to cover costs already incurred and for additional costs that will be incurred to bring the Property up to code requirements. Any costs for mold remediation will represent only a portion of the overall total costs. Further, we note that we see Tripodi's attempt to lay the blame for the development of mold on the Property at the feet of the Master as disingenuous where there has been an ongoing lack of cooperation by the Tripodis with the Master's and the Township's collective efforts to bring the Property into compliance over the past 14 years.

The trial court clearly recognizes it is not unfettered in its ability to set an appropriate fund amount. This is evidenced by its self-imposed mitigation measures, i.e., (1) allowing the Tripodis an alternative to paying the \$500,000, (2) making it explicit that the fund is to be placed in an IOLTA account, subject to accounting by

the Master, and (3) directing any unexpended funds from the \$500,000 be returned to the Tripodis, once the Property is brought into compliance. Similar to our Superior Court's view in determining the equitable distribution of property in divorce matters, we believe that "a trial court has broad discretion" in fixing the amount which must be set aside to effectuate justice. *See Dalrymple v. Kilishek*, 920 A.2d 1275, 1280 (Pa. Super. 2007). Thus, we see no error or abuse of discretion by the trial court in the present instance.

IV. Conclusion

Based on the foregoing, we affirm the July 9, 2019 Orders of the trial court.

/s/ J. Andrew Crompton
J. ANDREW CROMPTON, Judge

APPENDIX C

**IN THE COMMONWEALTH COURT OF
PENNSYLVANIA**

No. 1073 C.D. 2019

[Filed: March 9, 2021]

| | |
|----------------------------|---|
| North Coventry Township |) |
| |) |
| v. |) |
| |) |
| Josephine Tripodi, et al., |) |
| Appellants |) |
| |) |

ORDER

AND NOW, this 9th day of March 2021, the July 9, 2019 Orders of the Chester County Court of Common Pleas are **AFFIRMED**.

/s/ J. Andrew Crompton
J. ANDREW CROMPTON, Judge

APPENDIX D

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

NO. 2007-10957

[Filed: October 2, 2019]

| | |
|--------------------------|---|
| NORTH COVENTRY TOWNSHIP |) |
| |) |
| V. |) |
| |) |
| JOSEPHINE M. TRIPODI and |) |
| GERI CARR TRIPODI |) |
| |) |

Lawrence Sager, Esquire, Attorney for Plaintiff
No Entry of Appearance for Defendant Josephine M. Tripodi
No Entry of Appearance for Defendant Geri Carr
Tripodi
John A. Koury, Jr., Esquire, Master

ORDER

AND NOW, this 2nd day of October, 2019, this Order is filed in lieu of a Pa.R.A.P. No. 1925(a) Opinion and in response to Defendant Josephine Tripodi's timely Concise Statement of Errors Complained of on Appeal Pursuant to Pennsylvania Rule of Appellate

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Procedure 1925(b) (“Concise Statement”), filed with the Court on September 9, 2019.¹

In lieu of addressing the metis of Appellant’s claim we respectfully request that the Commonwealth Court quash this appeal as it represents an impermissible appeal from an interlocutory Order.²

¹ We note that the instant appeal was filed only by Defendant, Josephine Tripodi. Defendant, Geri Carr Tripodi, did not file her own appeal and Josephine Tripodi may not represent the interests of Geri Carr Tripodi because she is not licensed to practice law in Pennsylvania.

² Defendant, Josephine Tripodi, filed a Notice of Appeal on August 7, 2019, stating that she is appealing from (the “Order entered in this matter on the 9th Day of July, 2019). We note that Defendant’s Concise Statement was not served upon the undersigned. Knowledge of this appeal was obtained by the undersigned directly from the Prothonotary.

Because Defendant perplexingly attached three (3) separate and distinct Orders to her Notice of appeal, all of which were entered on July 9, 219; the Court is unsure which Order Defendant is actually appealing. Notwithstanding the aforementioned procedural deficiency, this appeal is from an interlocutory Order, whichever of the three Orders is appealed, as none of the Orders at issue resolved this matter with finality, or are otherwise immediately appealable. A copy of the three (3) July 9, 2019 Orders are attached as “Court Exhibit A” for the Commonwealth Court’s review.

We write further only to point out that on August 20, 2019, the Court issued an Order directing Defendant to file and serve upon the undersigned a Concise Statement. The Court’s Order further required Defendant to address why this appeal should not be quashed as interlocutory. Defendant filed and properly served her Concise Statement on September 9, 2019, but failed to address why this appeal should not be quashed.

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BY THE COURT:

/s/ William P. Mahon
William P. Mahon, J.

Having once again reviewed the record in this matter, we conclude that Defendant is impermissibly appealing from an interlocutory Order. It is for this reason, that this Court now requests that Defendant's appeal be quashed as interlocutory.

The trial Court is inclined to proceed in this matter as Defendant is impermissibly attempting to appeal from a non-appealable, interlocutory, Order. To do otherwise would allow Defendant to further delay the already protracted litigation by continuing to collaterally attack prior rulings, which have previously been affirmed by the appellate court.

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

NO. 2007-10957-IR

CIVIL ACTION

[Sent: July 11, 2019]

| | |
|--------------------------|---|
| NORTH COVENTRY TOWNSHIP, |) |
| Plaintiff |) |
| |) |
| V. |) |
| |) |
| JOSEPHINE M. TRIPODI and |) |
| GERRI CARR TRIPODI. |) |
| Defendants |) |
| |) |

Lawrence Sager, Esquire, Attorney for Plaintiff
Josephine M. Tripodi, Defendant
Geri Carr Tripodi, Defendant
John A. Koury, Jr., Esquire, Master

ORDER

AND NOW, this 9th day of July, 2019, after a status hearing before the undersigned on June 7, 2019, it appearing that the Order or this Court, containing six numbered paragraphs, dated April 25, 2017, and entered April 26, 2017, in the above-captioned matter (the “April 25, 2017, Court Order”), a copy of which appears in Appendix A to this Order, has become final

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and no longer appealable,¹ and it further appearing that, since on or before the entry of the April 25, 2017, Court Order, portions of the Kline Place Apartments property, the subject property of this matter, have become contaminated by mold, it is hereby ORDERED that:

1. Within sixty (60) from the date of this Order, Josephine M. Tripodi and Gerri Carr Tripodi, Defendants, shall deliver to John A. Koury, Jr., Esquire, the Court-appointed Master in this matter, at his offices at 41 East High Street, Pottstown, Pennsylvania, EITHER of the following:
 - a. A check, payable to the order of "John A. Koury, Jr., Esquire, Master," in the amount of Five Hundred Thousand Dollars (\$500,000.00), under,

¹ The April 25, 2017, Court Order was one of four orders, dated April 25, 2017, and entered on April 26, 2017, in this matter by this Court, by the Honorable Ronald C. Nagle.

All four orders were appealed by Defendants to the Pennsylvania Commonwealth Court at No. 851 C.D. 2017. By Memorandum Opinion and Order dated and filed June 4, 2018, at No. 851 C.D. 2017, the Commonwealth Court quashed the appeal.

Defendant Josephine M. Tripodi then filed a Petition for Allowance of Appeal with the Pennsylvania Supreme Court from the June 4, 2018, Commonwealth Court Order, quashing the appeal. The Petition was filed at No. 337 MT 2018, later transferred to No. 508 MAL 2018. The Supreme Court, at No. 508 MAL 2018, by Order dated and filed February 4, 2019, denied the Petition for Allowance of Appeal, and by Order dated and filed March 15, 2019, denied the Application for Reconsideration filed by Defendant Josephine M. Tripodi.

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subject to, and otherwise in accordance with the provisions of Paragraph 2 of this Order; OR

b. Personal financial information for each of the Defendants, subject to, and otherwise in accordance with, the provisions of Paragraph 3 of this Order.

2. The \$500,000.00 check, payable and to be delivered to the Master under Paragraph 1.a. of this Order, shall be under, subject to and otherwise in accordance with the following:

a. The check shall be a cashier's check issued by a Federal or Commonwealth of Pennsylvania chartered banking institution selected by the Defendants.

b. Master shall deposit the \$500,000.00 amount into an non-interest bearing account, in the name of "John A. Koury, Jr., Esquire, Master," in a Federal or Commonwealth of Pennsylvania chartered banking institution selected by the Master. The tax identification numbers of the Defendants shall be listed on the account, which numbers shall be provided to the Master by the Defendants at the same time Defendants deliver the \$500,000.00 check to the Master.

c. Master shall use the \$500,000.00 deposited by him in the non-interest bearing account, for the following purposes:

(1) Payment in full of the judgment, together with interest accrued thereon to the date of payment, entered in favor of North Coventry Township against Defendants, jointly and severally, in the amount of Thirty-Four Thousand Ninety-Three Dollars and Sixty-

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Five Cents (\$34,093.65), under and by Paragraph 5 of the April 25, 2017, Court Order.²

(2) Payment in full of the judgment, together with interest accrued thereon to the date of payment, entered in favor of the Master against Defendants, jointly and severally, in the amount of Sixty-One Thousand Eight Hundred Three Dollars and Seventy-Five Cents (\$61,803.75), under and by Paragraph 4 of the April 25, 2017, Court Order.³

(3) Payment in full of the judgment, together with interest accrued thereon to the date of payment, entered in favor of the Master against Defendants, jointly and severally, in the amount of Thirty-Seven Thousand Ninety-One Dollars and 25 Cents (\$37,091.25), under and by Paragraph 4 of this Order.⁴

(a) Upon payment of all currently outstanding judgments and invoices, the remaining balance of the \$500,000.00 shall be deposited into an IOLTA interest bearing account.

(4) Payment of invoices, to the extent approved by the Master, which are submitted to the Master by consultants, contractors, and/or other

² Upon receipt of the full payment of the judgment, North Coventry Township shall cause the judgment to be marked paid and satisfied of record.

³ Upon full payment of the judgment, the Master shall cause the judgment to be marked paid and satisfied of record.

⁴ Upon full payment of the judgment, the Master shall cause the judgment to be marked paid and satisfied of record.

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persons, who have been or shall be engaged by North Coventry Township and who shall be approved by the Master, for the following work or services:

(a) Completion of the inspection and review of all buildings, dwelling units, and other areas of the Kline Place Apartments property to determine the extent that the property is contaminated by mold, and thereafter the remediation of the mold contamination of the property so determined as necessary to permit the independent full building and maintenance code inspection, review and correction of the property referred to in Subparagraph c.(4)(b) below.

(b) Completion of an independent full building and maintenance code inspection and review of all buildings, dwelling units, and other areas of the Kline Place Apartments property to determine the extent that the property does not comply with current building and maintenance codes of North Coventry Township,⁵ and thereafter the correction of the code non-compliances so determined so as to bring the said property into full compliance with the current building and maintenance codes.⁶

⁵ Paragraph 1 of the April 25, 2017. Court Order provides for such code inspection and review.

⁶ Payment of invoices, to the extent approved by the Master, for such code inspection and review and for such correction of the code non-compliances determined shall be paid by the Master to extent the amounts of the invoices approved by him exceed the unexpended balance of the Ten Thousand Dollar (\$10,00.00) portion of the Fifteen Thousand Dollar (\$15,000.00) escrow currently held by North Coventry Township pursuant to and in accordance the Paragraph 1 of the April 25, 2017, Court Order.

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(5) Payment of invoices, to the extent approved by the Master, which are submitted to the Master by such real estate appraiser, who shall be engaged by North Coventry Township and who shall be approved by the Master, to perform an appraisal of the present fair market value of the Kline Place Apartments property, including all buildings, dwelling units, and other areas thereof.^{7, 8}

(6) Payment of amounts for such other purposes as the Court, from time to time, may direct.

d. The Master shall provide an interim accounting of the amounts which he expends from the \$500,000.00 deposited amount to North Coventry Township, Defendants, and the Court, not more frequently than quarterly, and to such other persons and at such other times as the Court may direct.

e. Upon final accounting of the Master, as reviewed and approved by the Court, of the amounts, which the Master has expended from the \$500,000.00 amount deposited by him, the Master shall pay the unpaid balance of the amount, if any, to Defendants

⁷ Paragraph 2 of the April 25, 2017, Court Order provides for such appraisal.

⁸ Payment of invoices, to the extent approved by the Master, for such appraisal shall be paid by the Master to extent the amounts of the invoices approved by the Master exceed the unexpended balance of the Five Thousand Dollar (\$5,000.00) portion of the Fifteen Thousand Dollar (\$15,000.00) escrow currently held by North Coventry Township pursuant to and in accordance the Paragraph 2 of the April 25, 2017, Court Order.

unless otherwise directed by the Court, as indicated in the approved final accounting.

3. The personal financial information for each of the Defendants, to be delivered to the Master under Paragraph 1.b. of this Order if the amount of \$500,000.00 is not received by the Master, shall be subject to and otherwise in accordance with the following:

a. The personal financial information for each Defendant shall be in written form and shall consist of: (i) full copies of Federal and Pennsylvania individual income tax returns filed for years 2016, 2017, and 2018; (ii) a fully completed Personal Financial Statement (“PFS”), in the form appearing in Appendix B to this Order, setting forth, as of the date of this Order or later, the information and the financial condition of each Defendant required by the PFS, and including with the completed form copies of the most recent monthly statements for each of the accounts disclosed on the form; and (iii) credit reports and other financial information that may be provided the Master under Subparagraph b. below.

b. Each Defendant shall execute such documents and/or take such actions as may be necessary to authorize any person or consumer credit reporting agency to provide the Master a copy of the credit report and any other financial information maintained by such person or consumer credit reporting agency on each Defendant.

c. The Master is authorized to make all inquiries he deems necessary to verify the accuracy of the

information set forth in or accompanying the PFS for each Defendant.

d. The Master shall use the financial information of each Defendant delivered to him for the following purposes:

(1) To determine the financial ability of each and both Defendants to provide the \$500,00.00 check, for use by the Master, as provided by Paragraph 2 of this Order, and to make recommendation to the Court with respect to such financial ability of each and both Defendants to obtain and post sufficient personal funds with the Master to fully make the payments for the purposes set forth in Paragraph 2.c.(1)-(6) of this Order.

(2) Such other purposes as the Court may direct.

e. The Master shall hold confidential the personal financial information for each of the Defendants delivered to or otherwise provided the Master in accordance with or pursuant to this Order, provided, however, that the Master shall or may disclose and deliver the originals or copies of such personal financial information to the Court and to such other persons as the Court may authorize or direct.

4. Judgment in the amount of Thirty-Seven Thousand Ninety-One Dollars and 25 Cents (\$37,091.25) is hereby entered against Josephine M. Tripodi and Geri Carr Tripodi, Defendants, jointly and severally, in favor John A. Koury, Jr., Esquire, Master, for fees and costs of the Master, for the period August 12, 2016, through June 7, 2019, as set forth in the

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Master's statement for services and fees, submitted at the Court hearing held June 7, 2019.

5. Paragraph 3 of the April 25, 2017. Court Order is hereby supplemented to require the cooperation of Defendants in making the Kline Place Apartments property fully available to the North Coventry Township, the Master and others, as provided by Paragraph 3, not only for purposes of a full building and maintenance code review and inspection and a real estate appraisal, as provided in Paragraph 3, but also for purposes of:

(i) The inspection and review of all buildings, dwelling units, and other areas of the Kline Place Apartments property to determine the extent that the property is contaminated by mold, and thereafter the remediation of the mold contamination of the property so determined;

(ii) The correction of building and maintenance code non-compliances, which are revealed by the full building and maintenance code inspection and review of the Kline Place Apartments, so as to bring the property into full compliance with the current building and maintenance codes; and

(iii) Such other purposes as the Court may direct.

6. The cooperation of the Defendants under Paragraph 3 of the April 25, 2019, Order, as supplemented by Paragraph 5 of this Order, shall include the presence of the Defendants on or at the Kline Place Apartments property, as requested by the Master, but only during those times as designated by

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the Master. Otherwise, the Defendants shall not be present on or at the property during any time when any of the inspection, review, remediation, correction, and/or appraisal activities, as referred to in Paragraphs (4) and (5) of this Order, are being conducted or otherwise occurring on or at the property.

BY THE COURT:

/s/ William P. Mahon
William P. Mahon, J.

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

NO. 2007-10957

[Sent: July 11, 2019]

| | |
|--------------------------|---|
| NORTH COVENTRY TOWNSHIP |) |
| |) |
| V. |) |
| |) |
| JOSEPHINE M. TRIPODI and |) |
| GERI CARR TRIPODI |) |
| |) |

Lawrence Sager, Esquire, Attorney for Plaintiff
No Entry of Appearance for Defendant Josephine M.
Tripodi
No Entry of Appearance for Defendant Geri Carr
Tripodi
John A. Koury, Jr., Esquire, Master

ORDER

AND NOW, this 9th day of July, 2019, upon consideration of Defendant Josephine Tripodi's Motion for a New Trial/Hearing¹, and any response thereto; it is hereby **ORDERED** and **DECREED** that the relief is **DENIED**.

¹ Defendant failed to file the Motion of record despite having done so in the past. The attached copy of the Motion was mailed directly to Chambers.

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IT IS FURTHER ORDERED that an appeal from this Order will be considered interlocutory and will not divest this Court of jurisdiction,

BY THE COURT:

/s/ William P. Mahon
William P. Mahon, J.

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

NO. 2007-10957-IR

[Sent: July 11, 2019]

| | |
|--------------------------|---|
| NORTH COVENTRY TOWNSHIP |) |
| |) |
| V. |) |
| |) |
| JOSEPHINE M. TRIPODI and |) |
| GERI CARR TRIPODI |) |
| |) |

Lawrence Sager, Esquire, Attorney for Plaintiff
Josephine M. Tripodi, Defendant
Geri Carr Tripodi, Defendant
John A. Koury, Jr., Esquire, Master

ORDER

AND NOW, this 9th day of July, 2019, after conducting a status hearing with the Master and parties,¹ the Court hereby issues this Order and

¹ Defendants appeared without counsel and requested a continuance for purposes of again obtaining counsel. That request was denied by the Court. This action has been ongoing for twelve (12) years and Defendants have been represented of record by at least five (5) different attorneys, the last one having withdrawn in the Supreme Court on February 12, 2019 and in this Court on May 6, 2019. The averment stated by Defendants most recent counsel in withdrawing is that all appeal issues that could be addressed have been exhausted. Counsel so advised Defendants and withdrew because Defendants will not accept his advice. It is obvious to this Court after observing the conduct of Defendants

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another detailed contemporaneous Order.² The Court

during the status hearing that Defendants are obstructionist and refuse to take meaningful actions to comply with the Orders of Court to resolve this litigation.

² This Court issued its last substantive Order on April 25, 2017. That Order was appealed by Defendants to the Commonwealth Court, which quashed the appeal with all issues waived. That decision of the Commonwealth Court was then appealed to the Supreme Court which denied review. In the trial Court's April 25, 2017 Order, judgment in favor of Master, John A. Koury, Jr., Esquire, court appointed master, was entered against Defendants in the amount of \$61,803.75. Mr. Koury has not executed on that judgment. Additionally, judgment was entered in favor of North Coventry Township against Defendants in the amount of \$34,093.65 and \$15,000.00 placed in escrow to engage Yerkes Engineers to perform a full building and maintenance code inspection of all buildings and apartments at issue and to engage a real estate appraiser to perform an appraisal of the fair market value of the properties. These monies were represented to derive from the supersedes appeal bond herein posted by Defendants. The deterioration of the properties is such now that Yerkes Engineers cannot perform the inspections because of extensive mold infestation. Yerkes obtained an estimate from Lewis Environmental that it would cost approximately \$155,835.50 to remediate the mold infiltration in the properties. The Master informed the Court that neither Yerkes employees nor real estate appraisers will enter the properties because of the mold problem. Because of Defendants obstructionism and malfeasance, this Court cannot determine the extent of the building code violations that were the basis for this litigation some twelve (12) years ago because of the continued deterioration of the properties.

The Master appointed by the Court is now owed approximately \$100,000 in fees; and North Coventry Township over \$34,000. There is an estimate of approximately \$155,000 for mold remediation. None of those amounts include costs for bringing the properties up to current code, the objective first initiated in 2007. In order for the Court to gain effective legal and financial control

further finds the need for the establishment of a fund to inspect and remediate the properties in question and pay costs and fees.

Failure by Defendants to comply with this Order may result in the sale of the properties and/or a finding of contempt against Defendants.³

BY THE COURT:

/s/ William P. Mahon
William P. Mahon, J.

of the remediation and upgrading of the properties in question, the Court will enter a detailed Order contemporaneously with this Order.

³ These actions are necessary to determine whether Defendants have the financial resources to comply with the Court's Order of April 25, 2017, and fund the remediation and upgrades necessary. If Defendants do not comply with the Orders of Court and continue with their obstructionism, contempt proceedings and/or the sale the properties must be addressed.