

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FOURTH JUDICIAL DISTRICT AT FAIRBANKS

State of Alaska, Department
Of Environmental Conservation,

Plaintiff,

vs.

Andrew and Gloria Straughn,

Defendants.

Case No. 4FA-13-01205 CI

**FILED in the Trial Courts
State of Alaska Fourth District**

JAN 29 2013

By _____ Deputy

ANSWER TO COMPLAINT

COMES NOW the Defendants, Andrew and Gloria Straughn, through undersigned counsel, and hereby answer the Complaint for filed by the Plaintiff as follows:

1. Defendants neither admit nor deny the allegations in paragraph 1 as it contains a legal conclusion.
2. Defendants neither admit nor deny the allegations in paragraph 2 as it contains a legal conclusion.
3. Defendants neither admit nor deny the allegations in paragraph 3 as it contains a legal conclusion.
4. Defendants deny the allegations in paragraph 4.
5. Defendants deny the allegations in paragraph 5.
6. Defendants deny the allegations in paragraph 6.
7. Defendants admit to owning the residential property located at 5055 Palo Verde Avenue in Fairbanks, Alaska.

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8. Defendants' admit to renting the property out at 5055 Palo Verde Avenue in Fairbanks, Alaska but deny they live nearby as the term "lives nearby" is vague and undefined.

9. Defendants neither admit nor deny they installed a new source of heat sometime prior to October 2008, as the term "a new source of heat" is vague and undefined. Defendants also neither admit nor deny they installed an "Outdoor Wood Boiler ("OWB" below)", as such description is overly broad and undefined.

10. Defendants neither admit nor deny operating an "OWB" at 5055 Palo Verde Avenue sometime during the fall of 2008 as the term "OWB" is vague and undefined.

11. Defendants neither admit nor deny that an "OWB" has been the primary source of heat. The term "primary source of heat" is vague and undefined as is the term "OWB."

12. Defendants neither admit nor deny operating the "OWB" as such term is vague and undefined.

13. Defendants admit to owning residential property located at 58 Trinidad Drive in Fairbanks, Alaska. Defendants deny this property is in close proximity to the 5055 Palo Verde Avenue property and to the defendants' residence, as the term "is in close proximity" is vague and undefined and subject to multiple interpretations.

14. Defendants' admit they rent the Trinidad Drive property out.

15. Defendants neither admit nor deny they installed a new source of heat sometime prior to October 2008, as the term "a new source of heat" is vague and undefined. Defendants also neither admit nor deny they installed an "Outdoor Wood Boiler ("OWB" below)", as such description is overly broad and undefined.

16. Defendants neither admit nor deny operating an "OWB" at 5055 Palo Verde Avenue sometime during the fall of 2008 as the term "OWB" is vague and undefined.

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17. Defendants neither admit nor deny that an “OWB” has been the primary source of heat. The term “primary source of heat” is vague and undefined as is the term “OWB.”

18. Defendants neither admit nor deny operating the “OWB” as such term is vague and undefined.

19. Defendants deny the two properties are located in the same neighborhood and are situated approximately one block apart, as the term “same neighborhood” is vague and undefined. The physical proximity or lack thereof of the buildings speaks for themselves.

20. Defendants deny the allegations in paragraph 20.

21. Defendants deny the allegations in paragraph 21.

22. Defendants admit that Woodriver Elementary School is located on Palo Verde Avenue. Defendants deny that it is directly across from their property. The location speaks for itself.

23. Defendants deny the allegations in paragraph 23.

24. Defendants’ deny the allegations in paragraph 24.

25. Defendants deny the allegations in paragraph 25.

26. Defendants deny the allegations in paragraph 26.

27. Defendants deny the allegations in paragraph 27.

28. Defendants neither admit nor deny the allegations in paragraph 28 as it calls for a legal conclusion.

29. Defendants neither admit nor deny the allegations in paragraph 29 as it is beyond their knowledge.

30. Defendants neither admit nor deny the allegations in paragraph 30 as it is beyond their knowledge.

31. Defendants deny the allegations in paragraph 31.

32. Defendants deny the allegations in paragraph 32.
33. Defendants deny the allegations in paragraph 33.
34. Defendants deny the allegations in paragraph 34.
35. Defendants deny the allegations in paragraph 35.

AFFIRMATIVE DEFENSES

1. Estoppel
2. Waiver
3. Laches
4. Statute of Limitations
5. Failure to name necessary and indispensable parties
6. Failure to state a claim
7. Defendants at all points acted in good faith and with reasonable grounds to believe their actions were not in violation of any applicable law.
8. Defendants did not negligently or intentionally engage in conduct toward anyone.
9. Any alleged distress claimed by claimants was not caused by Defendants.
10. Defendants reserve the right to add additional affirmative defenses as may be discovered through future discovery.

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