

02-866-CD
RANDY ZARTMAN et al -vs- MICHAEL POWERS CONSTRUCTION

COURT OF COMMON PLEAS
CLEARFIELD

JUDICIAL DISTRICT

46-3-01

46th

FROM

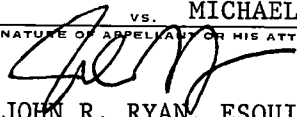
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

02-866-00

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT MICHAEL POWERS CONSTRUCTION		MAG. DIST. NO. OR NAME OF D.J. 46-3-01	
ADDRESS OF APPELLANT 970 Treasure Lake		CITY DuBois	STATE PA
		ZIP CODE 15801	
DATE OF JUDGMENT 5/3/02	IN THE CASE OF (Plaintiff) RANDY & BOBBI ZARTMAN		
		(Defendant) MICHAEL POWERS CONSTRUCTION	
CLAIM NO. TA 19 CV-203-02 LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT  (JOHN R. RYAN, ESQUIRE)	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon **RANDY & BOBBI ZARTMAN**, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. **02-866-00**) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To **RANDY & BOBBI ZARTMAN**, appellee(s)
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: **May 30, 2002**

Signature of Prothonotary or Deputy

FILED

MAY 30 2002

William A. Shaw
Prothonotary

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 19____, ☐ by personal service ☐ by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____, on
_____, 19____ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to
whom the Rule was addressed on _____, 19____, ☐ by personal service ☐ by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 19____.

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19____.



COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORDAddress: **309 MAPLE AVENUE****P.O. BOX 452****DUBOIS, PA**Telephone: **(814) 371-5321 15801****NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**ZARTMAN, RANDY & BOBBI
875 TREASURE LAKE
DUBOIS, PA 15801**

VS.

DEFENDANT:

NAME and ADDRESS

**MICHAEL POWERS CONSTRUCTION
970 TREASURE LAKE
DUBOIS, PA 15801****RANDY & BOBBI ZARTMAN
875 TREASURE LAKE
DUBOIS, PA 15801**Docket No.: **CV-0000203-02**Date Filed: **3/13/02****THIS IS TO NOTIFY YOU THAT:**

Judgment:

FOR PLAINTIFF☒ Judgment was entered for: (Name) **ZARTMAN, RANDY & BOBBI**☒ Judgment was entered against: (Name) **MICHAEL POWERS CONSTRUCTION**in the amount of \$ **7,000.80** on: (Date of Judgment) **5/03/02**☐ Defendants are jointly and severally liable. (Date & Time) _____☐ Damages will be assessed on:☐ This case dismissed without prejudice.☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____☐ Levy is stayed for _____ days or ☐ generally stayed.☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ 6,899.80
Judgment Costs	\$ 101.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 7,000.80

Post Judgment Credits \$ _____

Post Judgment Costs \$ _____

Certified Judgment Total \$ _____

Date:

Place:

Time:

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

5/3/02 Date **Patrick N. Ford/M. A. McNeill** District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

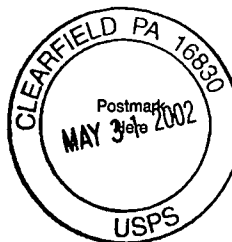


(Domestic Mail Only; No Insurance Coverage Provided)

7001 1940 0001 9404 9957

OFFICIAL USE

Postage	\$.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94



Sent To

Mr. and Mrs. Randy Zartman

Street, Apt. No.;

or PO Box No. 875 Treasure Lake

City, State, ZIP+ 4

DuBois, PA 15801

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

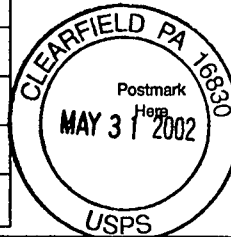
- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

Official Use Only
(Domestic Mail Only, No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94



Sent To
Patrick N. Ford, District Justice
Street, Apt. No.;
or PO Box No. P.O. Box 452
City, State, ZIP+ 4 Dubois, PA 15801

PS Form 3800, January 2001 See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

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- Certified Mail is not available for any class of international mail.
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- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

COURT OF COMMON PLEAS
CLEARFIELD

JUDICIAL DISTRICT

46-3-01

46-11

FROM

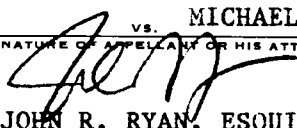
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

02-866-00

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT MICHAEL POWERS CONSTRUCTION		MAG. DIST. NO. OR NAME OF D.J. 46-3-01	
ADDRESS OF APPELLANT 970 Treasure Lake		CITY DuBois	STATE PA
		ZIP CODE 15801	
DATE OF JUDGMENT 5/3/02	IN THE CASE OF (Plaintiff) RANDY & BOBBI ZARTMAN		
		(Defendant) MICHAEL POWERS CONSTRUCTION	
CLAIM NO. TA 19 CV-203-02 LT 19 _____		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT  (JOHN R. RYAN, ESQUIRE)	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.
This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon **RANDY & BOBBI ZARTMAN**, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. **02-866-00**) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To **RANDY & BOBBI ZARTMAN**, appellee(s)
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: **May 30, 2002**

Signature of Prothonotary or Deputy

FILED

01/30/02
MAY 31 2002

William A. Shaw
Prothonotary

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

MAY 30 2002

Attest.

Prothonotary/
Clerk of Courts

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

AFFIDAVIT

X

May 31, 2002

X

02-866-CD

X

Randy and Bobbi Zartman

X

May 31, 2002 X

X

May 31, 2002

X

X

31st

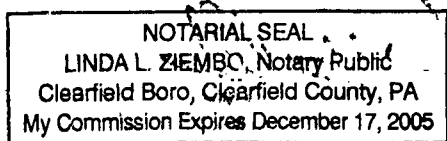
May

2002



Linda L. Ziembo
Notary Public

12-17-~~05~~ - 2005



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD

Address: **309 MAPLE AVENUE**

P.O. BOX 452

DUBOIS, PA

Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:

NAME and ADDRESS

ZARTMAN, RANDY & BOBBI
875 TREASURE LAKE
DUBOIS, PA 15801

VS.

DEFENDANT:

NAME and ADDRESS

MICHAEL POWERS CONSTRUCTION
970 TREASURE LAKE
DUBOIS, PA 15801

Docket No.: **CV-0000203-02**

Date Filed: **3/13/02**



02-816-cs

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **ZARTMAN, RANDY & BOBBI**

☒ Judgment was entered against: (Name) **MICHAEL POWERS CONSTRUCTION**

in the amount of \$ **7,000.80** on: (Date of Judgment) **5/03/02**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

☐ Levy is stayed for _____ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ 6,899.80
Judgment Costs	\$ 101.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 7,000.80

Post Judgment Credits \$ _____
Post Judgment Costs \$ _____

Certified Judgment Total \$ _____

FILED

Date:

Place:

Time:

m110:49
JUN 05 2002

WAS **William A. Shaw**

Prothonotary

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

SKK Date *Patrick N. Ford* District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD

Address:

309 MAPLE AVENUE

P.O. BOX 452

DUBOIS, PA

Telephone: **(814) 371-5321**

15801

**PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**POWERS, MICHAEL
970 TREASURE LAKE
DUBOIS, PA 15801**

VS.

DEFENDANT:

NAME and ADDRESS

**ZARTMAN, RANDY, ET AL.
875 TREASURE LAKE
DUBOIS, PA 15801**

Docket No.: **CV-0000203-02**

Date Filed: **4/05/02**

CROSS COMPLAINT 001



Amended 5-13-02

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF



Judgment was entered for:

(Name) **POWERS, MICHAEL**



Judgment was entered against:

(Name) **ZARTMAN, RANDY**

in the amount of \$ **1,724.24** on:

(Date of Judgment) **5/03/02**



Defendants are jointly and severally liable.

(Date & Time)



Damages will be assessed on:



This case dismissed without prejudice.



Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$



Levy is stayed for _____ days or ☐ generally stayed.



Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ 1,724.24
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,724.24
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

Date:

Place:

Time:

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

MAY - 3 2002 Date **Patrick N. Ford**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date

, District Justice

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**
DJ Name: Hon. **PATRICK N. FORD**
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321 15801**

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: **POWERS, MICHAEL**
NAME and ADDRESS
970 TREASURE LAKE
DUBOIS, PA 15801

VS.
DEFENDANT: **ZARTMAN, RANDY, ET AL.**
NAME and ADDRESS
875 TREASURE LAKE
DUBOIS, PA 15801

Docket No.: **CV-0000203-02**
Date Filed: **4/05/02**
CROSS COMPLAINT 001



Amended 5-13-02

02-866-2

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **POWERS, MICHAEL**

☒ Judgment was entered against: (Name) **ZARTMAN, BOBBY**

in the amount of \$ **1,724.24** on: (Date of Judgment) **5/03/02**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on: _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

☐ Levy is stayed for _____ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ 1,724.24
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,724.24
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

FILED

JUN 05 2002

William A. Shaw

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY THE COURT. NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

MAY - 3 2002 Date **Patrick N. Ford**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
_____, Date _____, District Justice

My commission expires first Monday of January, **2006**

SEAL

COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD

Address: 309 MAPLE AVENUE

P.O. BOX 452

DUBOIS, PA

15801

Telephone: (814) 371-5321

PLAINTIFF:

NAME and ADDRESS

Randy & Bobbi Zartman
875 Treasure Lake
DuBois, Pa. 15801

VS.

DEFENDANT:

NAME and ADDRESS

Michael Powers Construction
970 Treasure Lake
DuBois, Pa. 15801

Docket No.: C V203-02
Date Filed:



	AMOUNT	DATE PAID
FILING COSTS \$	101	/ /
SERVING COSTS \$		/ /
TOTAL \$		/ /

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 7,900.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

FOR ALL WORK NOT COMPLETED (SUCH AS BRICK) AND ALL WORK PAID TO SOMEONE ELSE TO FINISH (CONCRETE, BENCH, FINAL GRADE, ETC) AND THINGS THAT NEED FIX THAT YOU REFUSED TO DO (CEILING YELLOW SPOTS, DOORS STICKING, ETS) AND ALSO ITEMS ON CONTRACT THAT WERE NOT DONE RIGHT (DOORS TO BEDROOMS, DOOR TO PATIO BOTH TO SMALL, POSTS IN BASEMENT 3" not 4", etc) AND FINALLY ALL COSTS.

I, Randy Zartman verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

Randy Zartman
(Signature of Plaintiff or Authorized Agent)

Plaintiff's
Attorney:

Address:

Telephone:

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

RANDY ZARTMAN and BOBBI
ZARTMAN,

Plaintiffs

vs.

MICHAEL POWERS, an individual,
trading as MICHAEL POWERS
CONSTRUCTION and MICHAEL
POWERS CONSTRUCTION, INC.,
Defendants

CIVIL ACTION

No. 02-866-CD

Type of pleading:

COMPLAINT

Filed on behalf of

PLAINTIFFS

Counsel of record for this party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

JURY TRIAL DEMANDED

FILED

JUN 21 2002

0110:531no cc
William A. Shaw
Prothonotary

CR
K22

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

RANDY ZARTMAN and BOBBI
ZARTMAN,
Plaintiffs

vs.

No. 02-866-CD

MICHAEL POWERS, an individual,
trading as MICHAEL POWERS
CONSTRUCTION and MICHAEL
POWERS CONSTRUCTION, INC.,
Defendants

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Second floor
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

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

RANDY ZARTMAN and BOBBI
ZARTMAN,
Plaintiffs

vs.

No. 02-866-CD

MICHAEL POWERS, an individual,
trading as MICHAEL POWERS
CONSTRUCTION and MICHAEL
POWERS CONSTRUCTION, INC.,
Defendants

COMPLAINT

AND NOW, come the Plaintiffs, by their Attorneys,
Hanak, Guido and Taladay, and aver a cause of action as follows:

1. Plaintiffs are Randy Zartman and Bobbi Zartman, husband and wife, of 875 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant is Michael Powers, an individual, trading as Michael Powers Construction, whose business address is 970 Treasure Lake, DuBois, Clearfield County, Pennsylvania. The Defendant is also Michael Powers Construction, Inc. of the same address.
3. On April 8, 2000, the parties hereto entered a construction contract wherein Defendant(s) was to build a residence structure on Plaintiffs' lot in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania. A copy of the agreement is attached hereto as Exhibit A and incorporated by reference.
4. Immediately after the agreement, the Defendant(s) commenced work and completed the work on or about December 2000, to a point where Plaintiffs could move into the structure.

5. Defendant(s) did not complete all work required by the contract of the parties, particularly as follows:

(a) Defendant did not install the front porch as required by the specifications to the contract, which resulted in Plaintiffs' paying the sum of \$2,100.00 to have the front porch installed.

(b) Defendant did not tie-in French drains with the gutters and down spouts. This resulted in Plaintiffs have to expend the sum of \$704.23 to tie-in the storm water management system.

(c) Defendant did not put closet shelving in which required Plaintiffs to expend the sum of \$299.20 for labor and material for installation of shelving.

(d) Defendant did not prime or paint the interior ceilings and only calcoated the ceilings without priming. The cost per quotes of redoing with proper priming and painting is \$3,600.00.

(e) The contract specifications required Defendant to install brickwork on the front elevation of the building structure. Defendant only applied brick to 192 square feet of the building structure, leaving undone 398 square feet of front structure on which brick was not applied. At the contract rate of 40¢ per brick, and at the industry standard of seven brick per square feet, Plaintiff is entitled to a credit against the construction price of \$1,114.40.

6. In addition to failure to complete pursuant to the terms of the contract, the Defendant(s) performed work and installed materials on Plaintiffs' residence which were not commensurate with

the standard of the industry in the DuBois area, constituted faulty work, or alternately was negligently installed, particularly as follows:

(a) The front brick work was never cleaned and mortar remains on facings of the brick. The masonry work was not in accordance with masonry standards, and large gaps exist in the mortar joints and corners creating an unsightly condition. The cost to repair such brick work in a proper manner is \$3,684.00.

(b) Defendant(s) installed three inch jack posts for support of the first floor joisting, wherein the contract called for nine four inch posts. The cost difference for the posts is \$282.20, which should credit to the construction price.

(c) Defendant(s) failed to properly install expansion joints in the basement poured concrete floor resulting in cracking. Expansion joints were put in at 20 feet intervals and 17 feet intervals, rather than the industry standard of 10 feet intervals. The cost of correction is \$967.00.

(d) Pursuant to the agreement of the parties, six windows were deleted from the construction, with the understanding that the cost of such windows and installation would be credited against the purchase price.

(e) Defendant installed smaller doors than called for by the plans or specifications, without Plaintiffs' consent

VERIFICATION

I, BOBBI ZARTMAN, do hereby verify that I have read the foregoing COMPLAINT. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Date: 6-14-02



Bobbi Zartman

AGREEMENT

MICHAEL E. POWERS
AND
HOMEOWNERS

THIS AGREEMENT, MADE THIS 8th DAY OF APRIL, 2000, BY
AND BETWEEN MICHAEL E. POWERS CONSTRUCTION, HEREINAFTER
CALLED THE CONTRACTOR, AND RANDY ZARTMAN / BOBBI GUIDO,
HEREINAFTER CALLED THE OWNERS, WITNESSETH;

THAT THE CONTRACTOR AND OWNER FOR THE CONSIDERATION
HEREINAFTER NAMED AGREE AS FOLLOWS;

ARTICLE 1: THE CONTRACTOR AGREES TO PROVIDE ALL THE MATERIALS
AS SPECIFIED AND TO PERFORM ALL THE LABOR INDICATED IN THE
SPECIFICATIONS FOR THE ERECTION OF A DWELLING FOR THE OWNER,
ZARTMAN / GUIDO AT TREASURE LAKE IN THE CITY
OF DUBOIS, STATE OF P.A.

ARTICLE 2: THE OWNER AGREES TO PAY THE CONTRACTOR IN CURRENT
FUNDS FOR THE PERFORMANCE OF THE CONTRACT THE AMOUNT
OF ONE HUNDRED SEVENTY SIX THOUSAND EIGHT HUNDRED DOLLARS (176,800.⁰⁰).
SUBJECT TO ANY ADDITIONS OR DEDUCTIONS TO THE GENERAL
CONDITIONS OF THE CONTRACT AGREED UPON IN WRITING AND TO MAKE
PAYMENTS ON ACCOUNT HEREOF UPON PRESENTATION OF PROPER LEIN
WAIVERS, AS THE WORK PROGRESSES AND AS FOLLOWS;

PAYMENT SCHEDULE:

<u>25,000.⁰⁰</u>	COMPLETION OF FOUNDATION
<u>65,000.⁰⁰</u>	COMPLETION OF ROUGH FRAME
<u>40,000.⁰⁰</u>	COMPLETION OF ROUGH MECHANICS
<u>36,800.⁰⁰</u>	COMPLETION OF DRYWALL
<u>10,000.⁰⁰</u>	COMPLETION OF CONTRACT

ARTICLE 3: FINAL PAYMENT SHALL BE DUE IMMEDIATELY IN FULL AFTER
COMPLETION OF THE WORK ABOVE MENTIONED. UNTIL SUCH FINAL
PAYMENT IS MADE, OWNER SHALL NOT TAKE UP RESIDENCE OR MOVE ANY
PERSONAL PROPERTY INTO THE HOUSE. IF THE SAME SHOULD OCCUR,
THIS SHALL BE CONSTRUED AS POSSESSION BY THE OWNER AND
ACCEPTANCE OF ALL WORK AS IS, AND COMPLETION IN FULL OF THE
CONTRACT HEREIN SET FORTH. UPON FINAL PAYMENT, THE PROPER
KEYS WILL BE DELIVERED TO THE OWNER AT THAT TIME.

ARTICLE 4: IN THE EVENT THAT CONSTRUCTION CANNOT COMMENCE
WITHIN SIXTY DAYS FROM THE DATE OF THIS AGREEMENT AND IF THE
REASON FOR THE SAME IS BECAUSE THE OWNER HAS NOT YET OBTAINED
FINANCING OR FOR ANY OTHER REASON DOES NOT PROCEED, THEN IT IS
UNDERSTOOD, THAT IF PRICE CHANGES IN MATERIALS SHALL OCCUR

AFTER THAT SIXTY DAY PERIOD, THE PRICE OF THIS CONTRACT SHALL BE ADJUSTED TO PROPORTIONATELY REFLECT SUCH ADDITIONAL COSTS ATTRIBUTED TO PRICE INCREASES. HOWEVER, IF CONSTRUCTION DOES NOT COMMENCE WITHIN SIXTY DAYS FROM THE DATE OF THIS AGREEMENT BECAUSE CONTRACTOR CANNOT OR DOES NOT BEGIN, THEN ANY SUCH PRICE INCREASES SHALL NOT AFFECT THE BASE PRICE OF THIS CONTRACT.

ARTICLE 5: UPON THE COMMENCEMENT OF CONSTRUCTION, THE OWNER WILL PROVIDE FOR FIRE, VANDALISM, AND OTHER CASUALTY AND LIABILITY INSURANCE. (HOMEOWNERS POLICY).

ARTICLE 6: THE OWNER WILL ALSO SUPPLY ELECTRIC AND FUEL SERVICE AND PAY THE COST OF SUCH SERVICE AFTER THE COMMENCEMENT OF CONSTRUCTION AND AT THE APPROPRIATE TIME.

ARTICLE 7: CONTRACTOR DOES NOT AND CANNOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR WORK DONE BY THE CUSTOMER/OWNER, NOR SHALL ANY CREDIT BE GIVEN TO THE OWNER FOR WORK OR LABOR PERFORMED UNLESS THE SAME IS APPROVED BEFOREHAND BY THE CONTRACTOR.

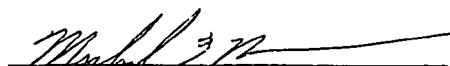
ARTICLE 8: IN THE EVENT THAT THERE ARE ANY SPECIAL CODES FOR REGULATIONS OTHER THAN NORMAL ZONING LAWS AND RESTRICTIONS, THE CUSTOMER SHALL NOTIFY THE CONTRACTOR OF THE SAME.

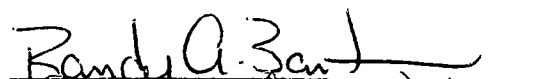

ARTICLE 9: IF ANY CHANGES ARE TO BE MADE TO THIS CONTRACT, SPECIFICATIONS OR THE WORK CALLED FOR HEREIN, AND IF SUCH CHANGES ENTAIL AN INCREASE OR DECREASE IN THE COST OF CONSTRUCTION, A CHANGE ORDER MUST BE EXECUTED IN WRITING BY BOTH OF THE PARTIES HERETO, AND SUCH MODIFICATIONS OR CHANGES PAID FOR BEFORE THERE IS AN OBLIGATION TO THE SAME.

ARTICLE 10: THE CONTRACTOR AND OWNER FURTHER AGREE THAT THE GENERAL SPECIFICATIONS, CONDITIONS, AND BLUEPRINTS TOGETHER WITH THIS AGREEMENT FORM THE ENTIRE CONTRACT, SUCH SPECIFICATIONS, PRINTS, AND CONDITIONS TO BE ATTACHED HERETO.

ARTICLE 11: THE CONTRACTOR RECOGNIZES THE 3-DAY RIGHT TO CANCEL CLAUSE THAT IS MANDATED BY STATE LAW. AFTER SIGNING THIS AGREEMENT, THE CUSTOMER HAS THE RIGHT TO CANCEL THE CONTRACT AND ALL PRECEDING STATEMENTS WILL BE CONSIDERED NULL AND VOID.

THUS, THE CONTRACTOR AND OWNERS HAVE SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.


Michael E. Powers, Contractor


Owner

Owner

MICHAEL E. POWERS CONSTRUCTION

CUSTOM QUALITY HOMES

970 TREASURE LAKE

DUBOIS, PA

814-375-2688

CONSTRUCTION PAYMENT SCHEDULE

Date: 4-8-00

Owners: RANDY ZARTMAN | BOBBI GUIDO

Address SEC 7 LOT 5 HURRICANE CT. T.L. DUBOIS, PA

Telephone 375-2364

In accordance with the attached specifications which include:

☒ Perspective Views ☒ Specification Sheets

☒ Floor Plans, Blueprints ☒ Agreement

MICHAEL E. POWERS CONSTRUCTION will build same and warrant all workmanship for a period of one year according to the following payment schedule:

1. Completion of foundation.....	<u>25,000.00</u>
2. Completion of rough frame.....	<u>65,000.00</u>
3. Completion of rough mechanical.....	<u>40,000.00</u>
4. Completion of drywall.....	<u>36,800.00</u>
5. Completion of contract.....	<u>10,000.00</u>
TOTAL CONTRACT PRICE.....	<u>176,800.00</u>

Any changes, deletions, additions or alterations to the work as specified herein will require a written change order. The undersigned intend to be legally bound hereby this 8th day of APRIL, 2000.

Michael E. Powers
Michael E. Powers, Contractor

Randy Zartman
Owners
Bobbi Guido
(Bobbi)

Michael E. Powers Construction

970 Treasure Lake

DuBois, Pa 15801

814-375-2688

CONTRACT SPECIFICATIONS

NAME RANDY ZARTMAN / BOBBY GUIDO PHONE 375-2364

PROPERTY ADDRESS HURRICANE CT. SEC 7 LOT 5 T.L. DUBOIS, PA

TYPE OF

HOUSE RANCH GARAGE ATTACHED

TOTAL SQUARE FOOTAGE OF FINISHED LIVING

AREA 2290

FIRST FLOOR 2290 SECOND
FLOOR BASEMENT

GARAGE OTHER

EXCAVATION

☒ Clear lot, stumps and debris necessary for house construction and driveway only.

☒ Dig foundation and footers.

☒ Dig runoff ditch for footer drains.

☒ Dig ditch for utilities and install - 60' max. - additional distance is extra.

☒ Shale or crushed stone for driveway base - 60' max. - additional is extra

☒ Backfill with material on site. If additional drainage material is necessary, shale will be provided at an additional cost to the homebuyer.

☒ Fill material for house, garage, porches.

☒ Rough grading.

☒ Finish grading.

☒ Standard "rock clause" applies to excavation.

☒ Gravel or crushed stone for driveway at 60' max.

☐ Survey, building permits and POA fees for Treasure Lake homes to be provided by contractor.

<<<<<ADDITIONAL>>>>>

- ☒ Culvert pipe for driveway _____
- ☒ Downspouts piped into drain pipe to gravity _____
- ☐ Additional fill needed or removed _____
- ☐ Water tap on fee, if required _____
- ☐ Landscaping and/or Topsoil _____
- ☐ Natural Gas tap on fee, if required _____
- ☐ _____

FOUNDATION

- ☒ Footer: 8" x 18" formed. _____
- ☒ Footer drains: 4" pipe on gravel base, covered with gravel. _____
- ☒ Floor drains: _____ / _____ basement _____ / _____ garage
- ☒ Rough grade basement floor: 2" average gravel _____
- ☒ Foundation walls: 1/3 course 10" block for house foundations: 4 courses minimum 8" block for garages, porches, etc. 4 courses minimum 10" block for step footers. _____
- ☒ Waterproofing: Parge and Tar _____
- ☐ Cellar windows: 2 2-block standard _____
- ☒ Garage _____
- ☒ Porches _____
- ☒ Anchor bolts 1/2" x 10" _____

<<<<<ADDITIONAL>>>>>

- ☐ Additional block courses over 5 for porches, garages, etc. will be charged to the homeowner at a per-block price _____

FRAMING

- ☒ 2" x 6" treated sill plates with sill sealer _____
- ☒ 2" x 10" main beam _____
- ☒ 4" steel beam support columns _____

☒ 2" x 10" floor joists 2 X 12 ALL JOISTS

☒ 3/4" subfloor tongue and groove ~~plywood~~, nailed and glued D.S.B.

☒ 2" x 6" exterior wall plates with double top plate

☒ 2" x 6" exterior stud walls 16" on center

☒ 2" x 10" window and door headers

☒ 7/16" OSB exterior wall sheathing

☒ 2" x 4" interior stud walls 16" on center

☒ Roof trusses 2' ON CENTER. 6/12 PITCH

☐ Rafters and ceiling joists

☐ Vaulted ceilings

☒ Cathedral ceilings LIVING ROOM ONLY

☒ Tray ceilings MASTER BED.

☒ 5/8" OSB roof sheathing

☒ 15# felt paper

☒ 240# fiberglass shingles 30 YR.

☒ Ridge vent

☒ 2" x 6" sub-fascia

☒ 12" overhangs: front, rear, gable

☒ Windows and doors:(see windows and doors schedule)

<<<<<ADDITIONAL>>>>>

☐ Sunken living room area

☐ Shutters

☐ Sky lights

☒ Dimensional shingles

☐ Tyvek or Barricade housewrap

☐

SIDING, SOFFIT/FASCIA, GUTTERS

☒ Vinyl siding: Alcoa Brentwood _____

☐ Soffit: 12" vinyl _____

☐ Fascia: aluminum _____

☒ Gutters: seamless aluminum: downspouts run to grade _____

<<<<<ADDITIONAL>>>>>

☐ Siding: Cedar () 1/2" x 8" lap, () tongue and groove, () 1" x 10" channel rustic
T-1-11 _____ Other _____

☐ Soffit: exterior grade plywood _____

☐ Fascia: wood _____

☐ Trim boards _____

☐ Decorative trims _____

☐ Stain _____

☐ Porch posts _____

☐ _____

MASONRY

☒ Brickwork FRONT ELEVATION ONLY 40¢ PER brick _____

☒ Concrete: (✓) Basement floor, 4" average (✓) Garage floor, 4" average (✓) Porches and
patios LOWER BACK ELEVATION - 14' x 14' _____

<<<<<ADDITIONAL>>>>>

☐ Stonework _____

☐ Walkways _____

☐ Driveway _____

☐ Colored Mortar _____

☐ Brick to grade _____

FIREPLACE: ON 2,500.⁰⁰ ALLOWANCE. CUSTOMERS' ALLOWANCE TO INCLUDE ANY AND ALL OF THE FOLLOWING ITEMS FOR THE FIREPLACE IN THE HOME. ANYTHING ABOVE ALLOWANCE AMOUNT IS CUSTOMERS' RESPONSIBILITY TO

PURCHASE.

Fireplace Unit, Brick, Stone, Marble, Granite, Mantel, Hearth, Woodburner, Flue, and Labor.

PLUMBING

☒ Exterior frost-free spigots-2 _____

☒ Hot water heater 50 GALLON NAT. GAS _____

☒ Supply lines: copper _____

☒ PVC waste lines _____

☒ Washer/Dryer hook-ups _____

☐ Kitchen sink: DBSS _____

<<<<<ADDITIONAL>>>>>

☒ Laundry Tub _____

☒ Basement stub-ups _____

☐ Central Vac _____

☐ Laundry Chute _____

☐ Appliance Hook-ups _____

ELECTRIC

☒ Exterior outlets - 4 _____

☒ 200 amp breaker service _____

☒ Smoke alarms 2 _____

☒ Phone and cable jacks 5 EACH _____

☐ Ceiling lights _____

<<<<<ADDITIONAL>>>>>

☐ Closet lights _____

☐ Security system _____

☐ Carbon monoxide detectors _____

☐ _____

HEATING

- ☐ Electric baseboard _____
- ☐ Propane gas baseboard hot water _____
- ☐ Propane gas forced air _____
- ☐ Natural gas baseboard hot water _____
- ☒ Natural gas forced air H.I. EFFICIENCY _____
- ☐ Fuel oil baseboard hot water _____
- ☐ _____

<<<<ADDITIONAL>>>>

- ☒ Air conditioning 10 S.E.E.R. _____
- ☒ Basement heat: minimum _____
- ☐ Basement heat: living space _____
- ☒ Garage heat MINIMAL _____
- ☐ _____

INSULATION

- ☒ 6" fiberglass exterior walls R-19 _____
- ☒ 12" fiberglass ceilings R-38 _____
- ☐ 6" basement ceilings _____
- ☐ 3 1/2" basement exterior walls _____

<<<<ADDITIONAL>>>>

- ☒ Garage R-13 WALLS R-19 CEILING PAINTED DRYWALLED. _____
- ☐ _____

BATHROOMS: ON 4,700.00 ALLOWANCE. CUSTOMERS' ALLOWANCE AMOUNT IS TO INCLUDE ANY AND ALL OF THE FOLLOWING ITEMS FOR ALL BATHROOMS IN THE HOME. ANYTHING ABOVE ALLOWANCE AMOUNT IS CUSTOMERS' RESPONSIBILITY TO PURCHASE.

Mirrors, Vanities and vanity tops, toilets, tubs/showers, spigots, exhaust fan/light, light bars, paperholders, towel bars, whirlpool, garden tubs, stub-ups, medicine cabinets, shower doors (and

labor to install-this pertains to shower doors.)

KITCHEN: ON 9,500.⁰⁰ ALLOWANCE. CUSTOMERS' ALLOWANCE AMOUNT IS TO INCLUDE ANY AND ALL OF THE FOLLOWING ITEMS FOR ALL KITCHEN ITEMS IN THE HOME. ANYTHING ABOVE ALLOWANCE AMOUNT IS CUSTOMERS' RESPONSIBILITY TO PURCHASE.

Wall and base cabinets and labor to install, countertops, sink , faucets, garbage disposal, trash compactor.

<<<<<ADDITIONAL>>>>>

[] Hardware_____

[] Utility Room cabinetry_____

[] Appliances_____

INTERIOR WALL AND CEILING FINISHES

[☒] 1/2" drywall- hung and finished_____

[☒] Kal-Kote/Plaster-ceilings only_____

[☒] Paint - 1 coat prime, 1 coat finish_____

[] _____

<<<<<ADDITIONAL>>>>>

[] Wallpaper_____

[] Suspended ceiling tiles_____

[] Panelling: () 1/2" tongue & groove spruce, () 1" x 10" channel rustic, () other_____

[] Garage_____

[] _____

INTERIOR WOODWORK FINISH AND TRIMWORK

[☒] Interior doors: () Flush oak veneer, (☒) 6-panel masonite, () other_____

[☒] Hardware: Kwikset or Schlage-standard_____

[☒] Window and door casings: () Pine-colonial or ranch, (☒) Oak-colonial or ranch, () other_____

[☒] Shelving: Closet-maid, standard_____

☒ Basement treads PARTICLE BOARD

☒ Interior wood finish: (☒ 1 coat stain, 1 coat sand sealer, (☒ 1 coat polyurethane, () varnish.

<<<<ADDITIONAL>>>>

[] Interior doors: () 6-panel solid pine

[] Hardware

[] Chair rail

[] Stair rail

[] Crown molding

[] Cased openings

[] Oversized windowsills

[] Interior wood finish - paint

☒ Bookshelves 2 UNITS - 8 SHELVES TOTAL IN GREAT ROOM

[] Specialty items

FLOOR COVERINGS: ON 7,500.⁰⁰ ALLOWANCE. CUSTOMERS' ALLOWANCE TO INCLUDE ANY AND ALL OF THE FOLLOWING ITEMS FOR ALL FLOORING IN THE HOME. ANYTHING ABOVE ALLOWANCE AMOUNT IS CUSTOMERS' RESPONSIBILITY TO PURCHASE.

Vinyl, Carpet, Pad, Ceramic tile, Hardwood, and all labor charges.

LIGHTING: ON 1,200.⁰⁰ ALLOWANCE. CUSTOMERS' ALLOWANCE TO INCLUDE ANY AND ALL OF THE FOLLOWING ITEMS FOR LIGHTING OF THE HOME. ANYTHING ABOVE THE ALLOWANCE AMOUNT IS CUSTOMERS' RESPONSIBILITY TO PURCHASE.

Paddle fans, Ceiling lights, Closet lights, Chandeliers, Recessed lights, Track lighting, Exterior lights, Doorbell.

DECKS AND PORCHES

[] Front

☒ Rear APPRX 300 SQ/FT TREATED (12 x 25) w/ RAILING & 1 STAIR RAIL

☐ Side _____

☐ Combination _____

☐ _____

<<<<<ADDITIONAL>>>>>

☐ Screened in _____

☐ Aluminum columns _____

☐ Added stairs, spindles, railing _____

☐ Painting, staining _____

OTHER

☐ Additional square footage _____

☐ Additional living areas to be finished _____

Other items not included above: _____

DOORS

☒ FRONT DOOR ON 1,000.⁰⁰ ALLOWANCE, INCLUDING LOCKSET AND LABOR TO PAINT OR STAIN AND FINISH. ANY AMOUNT ABOVE ALLOWANCE AMOUNT, CUSTOMER IS RESPONSIBLE FOR.

☒ Patio doors 1 UPSTAIRS - 6'0" x 6'8" ANDERSEN

☐ French Swing-set _____

☐ Sliders _____

☒ Steel man-doors 2

☒ 1 3'0" LEADING FROM BED. TO DECK.

GARAGE DOORS

☒ Size 2 9' x 7'

☒ Insulated 1/2"

☒ Style RAISED PANEL

<<<<ADDITIONAL>>>>

☒ Openers 2

☐ Bilco door

☐

WINDOWS

☒ Andersen Hi-Performance(Terratone, White or Sandstone) AS PER CUSTOMERS' PLAN.

☒ Screens

☐ Grilles-front elevation only

☒ Casements

☒ Double-hungs

☒ Fixed

☐ Trapezoid

☐ Octagon

☐ Round

☐

<<<<ADDITIONAL>>>>

☒ BASEMENT AREA - 1 6'0" x 6'8" ANDERSEN PATIO, 7 3' x 5' ANDERSEN DOUB
HUNG

WINDOW/DOOR SCHEDULE AS PER CUSTOMERS' PLAN.

Living Room

Foyer/Entry

Dining Room

Kitchen

Breakfast Nook

Laundry/Mud room

Baths:

Master

Main

Powder or 1/2

Other

Beds:

Master

AS PER CUSTOMERS' PLAN

Bed #2	
Bed #3	
Bed #4	
Other	
Family	
Garage	
Den/Study	
Basement	
Other	

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION
No. 02 - 866 - CD

RANDY ZARTMAN and BOBBI ZARTMAN,
Plaintiffs

vs.

MICHAEL POWERS, An Individual,
trading as MICHAEL POWERS
CONSTRUCTION, and MICHAEL POWERS
CONSTRUCTION, INC.,
Defendants

ANSWER, NEW MATTER
AND COUNTERCLAIM

NOTICE TO PLAINTIFFS:

YOU are hereby notified that
you are required to file an
Answer to the within New Matter
within twenty (20) days after
service upon you or judgment may
be entered against you.

John R. Ryan
JOHN R. RYAN, ESQUIRE
ATTORNEY FOR DEFENDANTS

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

Lap over margin

FILED

JUL 30 2002

01/10:15-4-3-
William A. Shaw
Prothonotary

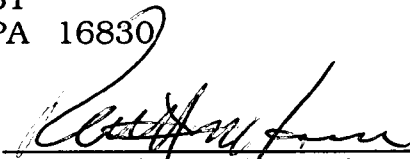
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ES

CERTIFICATE OF SERVICE

I certify that on the 20 day of June, 2002, a true and correct copy of the attached COMPLAINT was sent via first class mail, postage prepaid, to the following:

John R. Ryan, Esq.
Colavecchi, Ryan & Colavecchi
221 East Market Street
P. O. Box 131
Clearfield, PA 16830


Robert M. Hanak
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RANDY ZARTMAN and BOBBI
ZARTMAN,
Plaintiffs

vs.

MICHAEL POWERS, an Individual,
trading as MICHAEL POWERS
CONSTRUCTION, and MICHAEL
POWERS CONSTRUCTION, INC.,

Defendants

CIVIL DIVISION

No 02 - 866 - CD

ANSWER, NEW MATTER AND
COUNTERCLAIM

Filed on behalf of:

Defendant, MICHAEL POWERS,
an Individual, and MICHAEL
POWERS CONSTRUCTION, and
MICHAEL POWERS CONSTRUCTION,
INC.

Counsel of Record for this
Party:

JOHN R. RYAN, ESQUIRE
PA I.D. 38639

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

JUL 30 2002

William A. Shaw
Prothonotary

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

RANDY ZARTMAN and BOBBI ZARTMAN, :
Plaintiffs :

vs. : No. 02 - 866 - CD

MICHAEL POWERS, an Individual, :
trading as MICHAEL POWERS :
CONSTRUCTION and MICHAEL POWERS :
CONSTRUCTION, INC., :
Defendants :

N O T I C E

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this New Matter and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the New Matter or for any other claim or relief requested by the Plaintiffs. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830
Phone 814/765-2641 Ex. 5982

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

RANDY ZARTMAN and BOBBI ZARTMAN, :
Plaintiffs :
: vs. : No. 02 - 866 - CD
: MICHAEL POWERS, an Individual, :
trading as MICHAEL POWERS :
CONSTRUCTION and MICHAEL POWERS :
CONSTRUCTION, INC., :
Defendants :

ANSWER, NEW MATTER AND COUNTERCLAIM

NOW COMES, Michael Powers, an individual, trading as Michael Powers Construction, and by his Attorney, John R. Ryan, Esquire, files his Answer, New Matter and Counterclaim to the Complaint of Plaintiffs as follows:

A N S W E R

1. Admitted.
2. Admitted.
3. Admitted.

4. It is denied that Defendant had completed the work in December of 2000. On the contrary, the Plaintiffs moved into the structure before work was completed and before final payment was made.

5. Defendant responds to the allegations of Paragraph 5 as follows:

a. It is denied that the contract required the installation of a front porch. On the contrary, the architects plan commissioned by the Plaintiffs, as well as the house plan prepared by Plaintiffs, did not include a front porch. The sole reference to porches in the contract, house plan and architectural design and blueprints with respect to porches was that the contract specifications had the category of "porches" checked under the foundation category. If Plaintiffs chose to have a front porch constructed, costing them the amount of Two Thousand One Hundred (\$2100) Dollars, that was their own choice and this was outside the scope of the contract with the Defendant.

b. It is admitted that the Defendant did not tie in the french drains with the gutters and down spouts. However, as set forth in the response to Paragraph 4 herein above, Plaintiffs moved into the house before the work was completed; thus, under the provisions of the contract in Article 3, they accepted all work as is and accepted the contract as complete at that time. With respect to the amount allegedly expended by the Plaintiffs to tie in the storm water management system, Defendant is without knowledge as to the truth or falsity of that allegation and strict proof thereof is demanded at time of trial.

c. It is denied that Defendant is responsible for any sums expended by Plaintiffs' for closet shelving. As alleged above, the Plaintiffs moved into the home before work was completed by the Defendant and thus, took the home as is under the terms of the contract. In addition, the contract specifically states at Article 7 that Defendant does not and cannot assume any liability responsibility for work done by the customer\owner, nor shall any credit be given to the owner for work or labor performed unless the same is approved beforehand by the contractor. By way of further response, it is believed and therefore averred that the closet shelving was purchased by the Plaintiffs for their own convenience and not in accordance with the terms of the contract.

d. It is denied that Defendant was responsible under the terms of the contract for priming or painting the interior ceilings. Contract specifications called for the Defendant to plaster the ceilings only, which was done in accordance with the terms of said contract. By way of further response, Defendant is without knowledge as to the truth or falsity of the allegations regarding the cost alleged by Plaintiffs for the priming and painting and strict proof thereof is demanded at time of trial.

e. Denied in that the Defendant had contracted and agreed to brick a portion of the front of the structure. Plaintiffs hired their own workers to place the siding on the structure which was excluded from the contract. It is believed and

therefore averred that part of the area that Plaintiffs had sided on their own is now the subject of Plaintiffs' complaint that Defendant failed to install the brick work. Defendant is without knowledge as to the allegations regarding the cost of the brick work as alleged by Plaintiffs and strict proof thereof is demanded at the time of trial.

6. The allegations of Paragraph 6 are denied as follows:

a. Plaintiff admits that he agreed to repair a relatively small area of the brick work, and not as alleged by the Plaintiffs. It is denied that the masonry work was performed as alleged. Defendant is without knowledge as to the cost of repairing such brick work, and strict proof thereof is demanded at the time of trial. By way of further response, as set forth herein above, Plaintiffs moved into the home before all work was completed. Therefore, under the terms of the contract, they took the home as is.

b. Denied in that the jack posts installed by Defendant will hold 10,000 pounds apiece and there is no loss in quality for the installation of three (3") inch jack posts as opposed to four (4") inch jack posts. By way of further response, Defendant specifically denies that the cost difference in the posts is Two Hundred Eighty-two Dollars and Twenty Cents (\$282.20) and further denies that Plaintiffs are entitled to any credit to the construction price.

c. It is denied that the Defendant failed to install expansion joints in the basement poured concrete floor. It is further denied that the expansion joints were placed incorrectly. It is further denied that the cost of correction is as alleged by the Plaintiffs. Strict proof thereof is demanded at time of trial.

d. It is specifically denied that six (6) windows were deleted from the construction. The contract specifications specifically state that windows would be as per the customer's plan and in fact, all windows were installed in accordance with the plan prepared by Plaintiffs.

e. Denied. There is nothing in the contract, the plan or the architect's plan as commissioned by Plaintiffs to indicate door sizes.

f. Denied. There is no provision in the contract, the plans, or the contract specifications for the installation of a garage closet and shelving. Defendant built the closet at the request of Plaintiffs and did so at his cost without any charge for labor or materials over and above the cost of those materials.

7. It is admitted that Plaintiffs owe Defendant the sum of One Thousand Seven Hundred Twenty-four Dollars and Twenty-four Cents (\$1,724.24). It is denied that said amount should be offset by any obligation of Defendant to Plaintiffs.

8. It is specifically denied that due and proper notice has been given by Plaintiffs and strict proof thereof is demanded at time of trial. By way of further response, the only notice ever received by Defendant as to any dissatisfaction on the part of Plaintiffs was the letter dated January 31, 2002 which is attached hereto as Exhibit "A". This letter was sent to Defendant and received more than one (1) year after Plaintiff took possession of the house.

WHEREFORE, Defendant requests that the Complaint of Plaintiffs be dismissed and judgment be entered in favor of Defendant and against Plaintiffs.

NEW MATTER

Paragraphs 1, through and including Paragraph 8, of Defendant's Answer are incorporated herein by reference as if set forth at length.

9. Article 3 of the contract specifically states that final payment shall be due immediately in full after completion of the work required by the contract.

10. Further, Article 3 states that until such final payment is made, the owner shall not take up residence or move any personal property into the house. The contract goes on to provide that if the same should occur, this shall be construed as possession by the owner and acceptance of all work as is and completion in full of

the contract herein set forth. Plaintiffs did in fact move into the house before work was completed and before final payment was made. Plaintiffs have admitted same under oath in testimony given at a hearing before District Justice Michael Rudella.

11. The contract specifically provides for a warranty given by the Defendant to warrant all workmanship for a period of one (1) year after completion of the contract. Said warranty is set forth in the construction payment schedule dated April 8, 2000 and is signed by all parties. By their own admission under oath, Plaintiffs moved into the home before work was completed which therefore establishes the completion date of the contract as December of 2000. Accordingly, the one year warranty went into effect on that date and expired in December of 2001. For this reason, any allegations regarding workmanship are outside the warranty period and are not the responsibility of Defendant.

12. By letter dated January 31, 2002, Plaintiffs submitted to Defendant a list of items they claimed needed fixed or finished. A true and correct copy of said letter is attached hereto marked Exhibit "A", incorporated by reference as if set forth at length. As set forth herein above, this letter claims that repairs or corrections are needed which are clearly outside the one year warranty. Further, Plaintiffs now claim that Defendant is responsible for several items which are not even mentioned in the letter of January 31, 2002.

WHEREFORE, Defendant requests that Plaintiffs' Complaint be dismissed and judgment entered in his behalf and against the Plaintiffs.

COUNTERCLAIM


NOW COMES, Michael Powers, an individual trading as Michael Powers Construction, Defendant above-named, and by his Attorney, John R. Ryan, Esquire, files his Counterclaim against the Plaintiffs as follows:

Paragraphs 1, through and including Paragraph 12, of Defendant's Answer and New Matter are incorporated herein by reference as if set forth at length.

14. There remains due and owing by Plaintiffs to Defendant the sum of One Thousand Seven Hundred Twenty-four Dollars and Twenty-four Cents (\$1,724.24) under the contract for labor and materials provided by the Defendant.

15. Said amount remains due and owing to the Defendant, and remains unpaid by the Plaintiffs.

WHEREFORE, Defendant requests that Judgment be entered in his favor and against the Plaintiffs in the amount of One Thousand Seven Hundred Twenty-four Dollars and Twenty-four Cents (\$1,724.24), together with interest and costs of suit.



JOHN R. RYAN, ESQUIRE
Attorney for Defendant

VERIFICATION

I verify that the statements made in this Answer, New Matter and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.


MICHAEL POWERS

January 31, 2002

**Michael E. Powers Construction
970 Treasure Lake
DuBois, Pa. 15801**

Mike,

Hear is a list of thing that need fixed or finished.

- 1. Door to Master bath is tight and will not close in summer.**
- 2. Drywall is cracked on three different corners-steps to basement, above doorway to master bedroom, and in kitchen.**
- 3. Brick in front of house was never fixed as promised in note, and it must be done right.**
- 4. Gaps almost ¼ in basement floor-must be sealed.**
- 5. Ceiling has yellow spot, why wasn't it primed first? Needs painted**
- 6. Straps breaking in basement that holds heat runs-must replace.**
- 7. Tile on steps to Whirlpool needs painted on corners to match.**
- 8. Front window is chipped and wood is exposed-needs replaced.**
- 9. Fill all holes in trim with wood putty.**
- 10. Between ceiling and wall silver corner bead showing and needs to be painted.**
- 11. Change door from in mudroom-like was on blueprint.**
- 12. Doors in spare bedroom and bath 2" to small-print calls for 32" and 30" in bath and only 30" and 28" what can we do, we would like fixed.**

We would like all this finished no later than May 15, 2002. When it is complete to our satisfaction we will discuss any final payment. Respond by March 1, 2002

Randy and Bobbi Zartman

Exhibit

"A"

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

RANDY ZARTMAN and BOBBI
ZARTMAN,

Plaintiffs

vs.

MICHAEL POWERS, an individual,
trading as MICHAEL POWERS
CONSTRUCTION and MICHAEL
POWERS CONSTRUCTION, INC.,
Defendants

CIVIL ACTION

No. 02-866-CD

Type of pleading:

**REPLY TO NEW MATTER
AND COUNTERCLAIM**

Filed on behalf of:

PLAINTIFFS

Counsel of record for this party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

FILED

AUG 21 2002

m/10:50/10cc
William A. Shaw
Prothonotary

E
HEE

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

RANDY ZARTMAN and BOBBI
ZARTMAN,

Plaintiffs

vs.

No. 02-866-CD

MICHAEL POWERS, an individual,
trading as MICHAEL POWERS
CONSTRUCTION and MICHAEL
POWERS CONSTRUCTION, INC.,

Defendants

REPLY TO NEW MATTER AND COUNTERCLAIM

AND NOW, come the Plaintiffs, by their Attorneys,
Hanak, Guido and Taladay, and responds to the New Matter and
Counterclaim of the Defendant as follows:

9. Admitted in part and denied in part. It is admitted as
to the terms of the contract as stated, however, it is further averred
that the Defendant failed to timely complete the construction of the
residence, and because of delays in construction, Plaintiffs were forced
to move personal property into the property. Such move-in was with
the knowledge and consent of the Defendant, and the Defendant
continued working after the Plaintiffs' move-in.

10. Denied. Defendant failed to timely complete the
property necessitating a move-in by the Plaintiffs. Plaintiffs further
incorporate their answer of Paragraph No. 9 above. At no time did
Plaintiffs accept the work, and Defendant continued working after
Plaintiffs' move of personal property into the building.

11. It is denied that the warranty expired on December
2001. To the contrary, Defendant did not complete the house, and at

VERIFICATION

I, RANDY ZARTMAN, do hereby verify that I have read the foregoing REPLY TO NEW MATTER AND COUNTERCLAIM. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

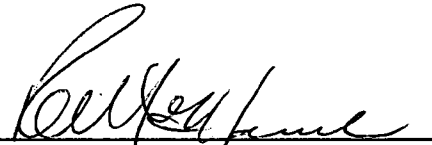
Date: August 20, 2002

Randy Zartman
Randy Zartman

CERTIFICATE OF SERVICE

I hereby certify that on 20th day of August, 2002,
I mailed a copy of the foregoing REPLY TO NEW MATTER and
COUNTERCLAIM by first class mail, postage prepaid to:

John R. Ryan, Esq.
Colavecchi, Ryan & Colavecchi
221 East Market St., P. O. Box 131
Clearfield, PA 16830


Robert M. Hanak
Attorney for Plaintiffs

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

August 22, 2002

CASE NUMBER	TYPE TRIAL REQUESTED	DATE PRESENTED
02-866 CD	() Jury () Non-Jury	ESTIMATED TRIAL TIME
Date Complaint Filed: 6-21-02	(x) Arbitration	<u>1/2</u> Days

PLAINTIFF(S)

Randy Zartman and Bobbi Zartman

DEFENDANT(S)

Michael Powers, an individual, trading as Michael

Powers Construction and Michael Powers Construction, Inc.

ADDITIONAL DEFENDANT(S)

Check Block if
a Minor is a
Party to the
Case

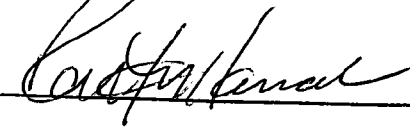
JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE	CONSOLIDATION	DATE CONSOLIDATION ORDERED
more than \$10,000.00 less than \$25,000.00	() yes () no	
\$		

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.



FOR THE PLAINTIFF

Robert M. Hanak, Esq.

TELEPHONE NUMBER

814-371-7768

FOR THE DEFENDANT

John R. Ryan, Esq.

TELEPHONE NUMBER

814-765-1566

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

FILED

AUG 22 2002

ma:slattyhanak pd 20.00

William A. Shaw nccc

Prothonotary Copy CA





OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-~~6089~~ 7449

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

October 16, 2002

Robert M. Hanak, Esquire
Hanak, Guido & Taladay
Post Office Box 487
DuBois, PA 15801

John R. Ryan, Esquire
Colavecchi, Ryan & Colavecchi
Post Office Box 131
Clearfield, PA 16830

RE: RANDY ZARTMAN, al
vs.
MICHAEL POWERS, al
No. 02-866-CD

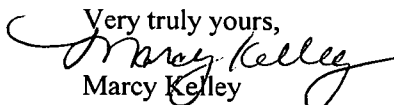
Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Thursday, November 21, 2002.** The following have been appointed to the Board of Arbitrators:

Thomas F. Morgan, Esquire
Ronald L. Collins, Esquire
Christopher J. Shaw, Esquire
Mark A. Falvo, Esquire
Brian K. Marshall, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

Very truly yours,

Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-~~8080~~ 7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

September 25, 2002

Robert M. Hanak, Esquire
Hanak, Guido & Taladay
Post Office Box 487
DuBois, PA 15801

John R. Ryan, Esquire
Colavecchi, Ryan & Colavecchi
Post Office Box 131
Clearfield, PA 16830

RE: RANDY ZARTMAN, al
vs.
MICHAEL POWERS, al
No. 02-866-CD

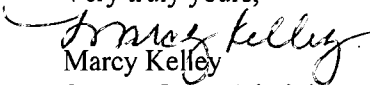
Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Thursday, November 21, 2002 at 8:30 A.M.** The following have been appointed as Arbitrators:

Thomas F. Morgan, Esquire, Chairman
Ronald L. Collins, Esquire
Mark A. Falvo, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local rule of Court.

Very truly yours,


Marcy Kelley

Deputy Court Administrator

cc: Thomas F. Morgan, Esquire
Ronald L. Collins, Esquire
Mark A. Falvo, Esquire

Arb 11-21-02

Law Offices
COLAVECCHI, RYAN & COLAVECCHI

Joseph Colavecchi
John R. Ryan
Paul Colavecchi

221 East Market Street
(across from Courthouse)
P.O. Box 131
Clearfield, Pennsylvania 16830
(814) 765-1566

FAX
(814) 765-4570

November 14, 2002

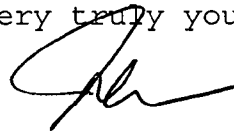
Marcy Kelley
Deputy Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

In Re: Zartman, et al vs. Powers, et al; No. 02-866-CD

Dear Marcy:

Enclosed please find the Pre-trial Statement with respect to the Arbitration scheduled for November 21, 2002, in the above matter.

Very truly yours,



John R. Ryan

JRR:llh

Enclosure

cc: Robert M. Hanak, Attorney at Law
Thomas F. Morgan, Attorney at Law
Ronald L. Collins, Attorney at Law
Mark A. Falvo, Attorney at Law
Michael Powers

RECEIVED

NOV 14 2002

**COURT ADMINISTRATOR'S
OFFICE**

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 02 - 866 - CD

RANDY ZARTMAN and BOBBI
ZARTMAN,

Plaintiffs

vs.

MICHAEL POWERS an individual,
trading as MICHAEL POWERS
CONSTRUCTION, and MICHAEL POWERS
CONSTRUCTION, INC., Defendant

DEFENDANT'S PRE-TRIAL STATEMENT

COLAVECCHI
RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

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

RANDY ZARTMAN and BOBBI ZARTMAN, :
Plaintiffs: No. 02 - 866 - CD

Vs. :

MICHAEL POWERS an individual, :
trading as MICHAEL POWERS :
CONSTRUCTION, and MICHAEL POWERS :
CONSTRUCTION, INC., :

Defendants:

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NOV 14 2002

**COURT ADMINISTRATOR'S
OFFICE**

DEFENDANT'S PRE-TRIAL STATEMENT

NOW COMES, Michael Powers, an individual, trading as Michael Powers Construction and Michael Powers Construction, Inc. and by his attorney, John R. Ryan, Esquire, files his Pre-Trial Statement in accordance with Local Rule of Court 1306A, as follows:

A. STATEMENT OF THE CASE:

This is an action for damages allegedly sustained by the Plaintiffs arising from a contract for the construction of a home in Treasure Lake, Clearfield County. Plaintiffs allege failure by the Defendant to complete certain work as required by the terms of the contract, and further allege that certain work done by the Defendant was defective.

Defendant's position is that Plaintiffs' took possession of the home prior to completion of construction, which under the terms of the contract, means they took the home as is was at that time,

2. Spec sheet (as attached to Plaintiffs' Complaint);
3. Computer-generated drawing of home prepared by Plaintiffs;
4. Blueprints prepared by architect and provided by Plaintiffs; and,
5. Letter from Plaintiffs to Defendant dated 1/31/02.

Respectfully submitted,



JOHN R. RYAN, ESQUIRE
Attorney for Defendant

Ab

11-21-02

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Telephone: (814) 371-7768
Fax: (814) 371-1974

498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Nicole Hanak Bankovich
Jeffrey S. DuBois

November 13, 2002

Marcy Kelley
Deputy Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Randy Zartman and Bobbi Zartman
vs. Michael Powers, et al
No. 02-866-CD - Arbitration

Dear Marcy:

Enclosed please find the original Pre-Arbitration
Memorandum filed on behalf of the Plaintiffs. Kindly note that a
certificate of service is attached.

Sincerely,



Robert M. Hanak

RMH/eh

Encl.

cc: John R. Ryan, Esq.
Thomas F. Morgan, Esq.
Ronald L. Collins, Esq.
Mark A. Falvo, Esq.

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NOV 14 2002

COURT ADMINISTRATOR'S
OFFICE

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

RANDY ZARTMAN and BOBBI
ZARTMAN,

Plaintiffs

vs.

MICHAEL POWERS, an individual,
trading as MICHAEL POWERS
CONSTRUCTION and MICHAEL
POWERS CONSTRUCTION, INC.,
Defendants

CIVIL ACTION

No. 02-866-CD

Type of pleading:

PRAECIPE FOR JUDGMENT

Filed on behalf of:

PLAINTIFFS

Counsel of record for this party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

FILED

JAN 02 2003

William A. Shaw
Prothonotary

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

RANDY ZARTMAN and BOBBI
ZARTMAN,

Plaintiffs

vs.

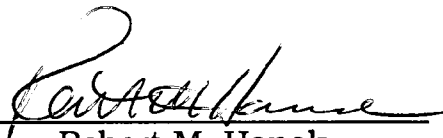
No. 02-866-CD

MICHAEL POWERS, an individual,
trading as MICHAEL POWERS
CONSTRUCTION and MICHAEL
POWERS CONSTRUCTION, INC.,
Defendants

PRAECIPE FOR JUDGMENT

AND NOW, come the Plaintiffs, and by their Attorney,
Robert M. Hanak, hereby praecipes the Prothonotary of
Clearfield County to enter judgment on Plaintiffs' behalf in
accordance with the Notice of Award from a Board of Arbitrators
entered on November 21, 2002. Judgment should be entered
in the principal amount of \$5,534.29, with interest from
November 21, 2002.

Date: December 31, 2002



Robert M. Hanak
Attorney for Plaintiffs
498 Jeffers St.
P. O. Box 487
DuBois, PA 15801

CERTIFICATE OF SERVICE

I hereby certify that on December 31, 2002, I mailed
a copy of the foregoing Praecipe for Judgment by first class mail,
postage prepaid to:

MICHAEL POWERS
t/a Michael Powers Construction
Michael Powers Construction, Inc.
%John R. Ryan, Esq.
Colavecchi, Ryan & Colavecchi
221 East Market St., P. O. Box 131
Clearfield, PA 16830

A handwritten signature in cursive script, appearing to read "Robert M. Hanak", is written over a horizontal line.

Robert M. Hanak
Attorney for Plaintiffs

FILED

Atty Harak

M 11-18-01
JAN 02 2003

pd. 20.00

Notice to Atty Ryan

William A. Shaw
Prethontary

Statement to Atty Harak



NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Randy Zartman and Bobbi Zartman

Vs.

No. 2002-00866-CD

Michael Powers, an individual, trading as
Michael Powers Construction and Michael
Powers Construction, Inc.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$5,534.29 on the 2nd day of January, 2003.

William A. Shaw
Prothonotary

William A. Shaw

CCPY

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Randy Zartman and
Bobbi Zartman
Plaintiff(s)

No.: 2002-00866-CD

Real Debt: \$5,534.29

Atty's Comm:

Vs.

Costs: \$

Int. From:

Michael Powers, an individual, trading as
Michael Powers Construction and Michael
Powers Construction, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Arbitration Judgment

Date of Entry: January 2, 2003

Expires: January 2, 2008

Certified from the record this 2nd day of January, 2003

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

RANDY ZARTMAN and BOBBI
ZARTMAN,

Plaintiffs

vs.

MICHAEL POWERS, an individual,
trading as MICHAEL POWERS
CONSTRUCTION and MICHAEL
POWERS CONSTRUCTION, INC.,
Defendants

CIVIL ACTION

No. 02-866-CD

Type of pleading:

**PRE-ARBITRATION
MEMORANDUM - PLAINTIFFS**

Filed on behalf of:

PLAINTIFFS

Counsel of record for this party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

RECEIVED

NOV 14 2002

COURT ADMINISTRATOR'S
OFFICE

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

RANDY ZARTMAN and BOBBI	:	
ZARTMAN,	:	
Plaintiffs	:	
vs.	:	No. 02-866-CD
MICHAEL POWERS, an individual,	:	
trading as MICHAEL POWERS	:	
CONSTRUCTION and MICHAEL	:	
POWERS CONSTRUCTION, INC.,	:	
Defendants	:	

PRE-ARBITRATION MEMORANDUM - PLAINTIFFS

AND NOW, come the Plaintiffs, Randy Zartman and Bobbi Zartman, and present this Pre-Trial Statement pursuant to Local Rule 1306A.

A. STATEMENT OF CASE

Plaintiffs have filed a claim against the named Defendants because of a breach of a construction contract of April 8, 2000. Defendant was to construct a new home of Plaintiffs on Plaintiffs' lot in the Treasure Lake Subdivision of Sandy Township. A formal agreement was entered and specifications and drawings were agreed and became part of the overall construction contract. Plaintiffs have claimed failure to perform timely completion of the work and also Plaintiffs claim damages for uncompleted work, or work that had to be re-done or repaired by Plaintiffs because of the Defendant's failure to complete or negligence in completion.

B. APPLICABLE CASES OR STATUTES

Plaintiffs believe that this case will be determined by general contract principles and no statutory law need be presented.

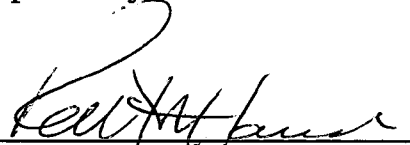
C. LIST OF WITNESSES

- (1) Randy Zartman
- (2) Bobbi Zartman
- (3) Michael Powers on cross-examination

D. STATEMENT OF DAMAGES AND COPIES OF BILLS

The Plaintiffs have presented Notice of Intention to Offer Evidence pursuant to Pa. R.C.P. No. 1305(B). A copy of the notice, together with attached invoices and estimates are enclosed with this document. These frame the damages. The damages approximate \$12,000.00.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert M. Hanak", is written over a horizontal line.

Robert M. Hanak
Attorney for Plaintiffs

CERTIFICATE OF SERVICE


I hereby certify that on 13th day of November, 2002,
I mailed a copy of the foregoing PRE-ARBITRATION MEMORANDUM
by first class mail, postage prepaid to:

John R. Ryan, Esq.
Colavecchi, Ryan & Colavecchi
221 East Market St., P. O. Box 131
Clearfield, PA 16830

Thomas F. Morgan, Esq.
301 E. Pine St.
Clearfield, PA 16830

Ronald L. Collins, Esq.
218 South Second
Clearfield, PA 16830

Mark A. Falvo, Esq.
7 Bigler Road
Clearfield, PA 16830


Robert M. Hanak
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

RANDY ZARTMAN and BOBBI
ZARTMAN,

Plaintiffs

vs.

MICHAEL POWERS, an individual,
trading as MICHAEL POWERS
CONSTRUCTION and MICHAEL
POWERS CONSTRUCTION, INC.,
Defendants

CIVIL ACTION

No. 02-866-CD

Type of pleading:

**NOTICE OF INTENTION TO
OFFER EVIDENCE PURSUANT
TO Pa. R.C.P. NO. 1305(b)**

Filed on behalf of:

PLAINTIFFS

Counsel of record for this party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

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

RANDY ZARTMAN and BOBBI
ZARTMAN,

Plaintiffs

vs.

No. 02-866-CD

MICHAEL POWERS, an individual,
trading as MICHAEL POWERS
CONSTRUCTION and MICHAEL
POWERS CONSTRUCTION, INC.,

Defendants

NOTICE OF INTENTION TO OFFER EVIDENCE
PURSUANT TO Pa. R.C.P. No. 1305(B)

Plaintiffs intend to introduce the following evidence in proof of
their case:

(1) Estimate of correction of doing brick and mason work
to front of house by J. P. Vetri dated April 23, 2002, in the
amount of \$4,651.00.

(2) Bill paid to Callari Concrete Construction per invoice
included in the amount of \$2,100.00 for building of the front
porch of Plaintiffs' residence.

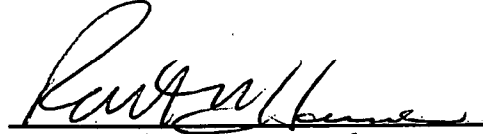
(3) Invoice of Bassetti's Landscaping for tying in of surface
drainage, roof drains and etc. to storm sewer drain in the
amount of \$704.73.

(4) Bills paid to Lowe's for material for closet
construction.

(5) Estimate of primer and painting of ceilings in
residence by Von Berger dated April 2, 2002 - \$3,600.00.

(6) Compilation of prices for windows required per specs,
and actually installed, compiled by Plaintiffs through quotes by
YBC Building Centers.

Respectfully submitted,

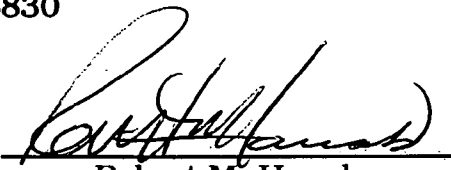
A handwritten signature in black ink, appearing to read "Robert M. Hanak", is written over a horizontal line.

Robert M. Hanak
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on 25th day of October, 2002,
I mailed a copy of the foregoing NOTICE OF INTENTION TO
OFFER EVIDENCE PURSUANT TO PA. R.C.P. NO. 1305(B) by
first class mail, postage prepaid to:

John R. Ryan, Esq.
Colavecchi, Ryan & Colavecchi
221 East Market St., P. O. Box 131
Clearfield, PA 16830


Robert M. Hanak
Attorney for Plaintiffs

Proposal

FROM J. P. Veltai
Masonary
265-1571

Proposal No.

Sheet No.

Date

Proposal Submitted To

Name Randy Zartman
Street 825 TL
City Du Bois
State PA
Telephone number 375-2364

Work To Be Performed At

Street _____
City _____ State _____
Date of Plans _____
Architect _____

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Taking down old Brick in front of house & Garage

hauling old materials away

Bringing in new Brick & laying them

\$3684.00

Filling in cracks on basement floor

and sealing them \$962.00

All Materials Included

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$ 4651.00).

with payments to be made as follows:

1/2 down to start Balance when finished

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by ERIC

Respectfully submitted

Joseph P. Veltai

Per _____

Note — This proposal may be withdrawn by us if not accepted within 3 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____

Signature _____

Joseph P. Veltai

Date 4/23/02

Signature _____

Bobli Zartman



CALIARI

Concrete Construction



RR2, Box 170, DuBois, PA 15801
Telephone (814) 371-1339

1426

Commercial & Residential • Concrete Finishing • Paver Brick Driveways & Sidewalks
Skid Steer Service • Concrete Cutting

TO: Randy Cartman

Date: _____

P.O. # Front Porch

TERMS: UPON RECEIPT

1½% interest charged on accounts past 30 days.

DATE	DESCRIPTION	PRICE PER LIN. FT.	PRICE PER SQ. FT.	AMOUNT
	Build Front Porch on House with Front Footers material & labor			
			TOTAL	\$2100.00

Thank You!

"Do it right the first time...Use The Professionals"

Thank You!

Bassetti's Landscaping

265 – 8683

Invoice

Randy Zartman
Treasure Lake Rd.
Dubois, PA 15801

Date: 10/25/02

Phone: 375 – 2364

1	Catch Basin	\$ 45.00	\$ 45.00
2	100' Roll 4' Pipe	35.00	70.00
	Accessories	59.78	59.78
	Equipment Rental	169.95	169.95

18hr Labor	3men	20.00	360.00
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Total:			\$ 704.73
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LOWE'S

(814)372-8640

THANK YOU FOR SHOPPING LOWE'S

1010 07 12/24/00 11:12:23 REF#: 556

CASH : 40.00
CHANGE : 5.86

BALANCE DUE: 34.14

SUBTOTAL: 32.20
TAX 38550 : 1.94
INVOICE 556 TOTAL: 34.14

50193 6'X12" S&R SHELV 17.72
53373 8'X12" WARDROBE S 6.19
53373 8'X12" WARDROBE S 6.19
54943 SHELF CLIPS 2.10
SALES #: S1010SC2 13 12-24-00
- 10.00% OFF DISCOUNT SALE
- SALE-

LOWE'S

(814)372-8640

LOWE'S

(814)372-8640

- 10.00% OFF DISCOUNT SALE
- SALE-

SALES #: S1010WH1 116006 12-21-00

53373 8'X12" WARDROBE S 6.19
53373 8'X12" WARDROBE S 6.19
50039 4'X12" SUPER SLID 2.59
48187 PRELOADED EXP. BR 14.04
62155 12" SUPPORT EXPRES 4.48

SUBTOTAL: 33.49
TAX 38550 : 2.01
INVOICE 556 TOTAL: 35.50

BALANCE DUE: 35.50

CASH : 35.50
C/M

SALES #: S1010WH1 116006 12-21-00
REF#: 900

AMOUNT: 05.56

1010 29 12/21/00 20:55:50 REF#: 900

61643 CORNER SHELF F/12 15.75

48188 PRELOADED EXP. BR 15.21

48188 PRELOADED EXP. BR 15.21

48171 COMBINED END CAP 1.43

50029 8'X12" SUPER SLID 5.18

50193 6'X12" S&R SHELV 4.43

50193 6'X12" S&R SHELV 4.43

50193 6'X12" S&R SHELV 4.43

50193 6'X12" S&R SHELV 4.43

50193 6'X12" S&R SHELV 4.43

SUBTOTAL: 74.93
TAX 38550 : 4.50
INVOICE 833 TOTAL: 79.43

BALANCE DUE: 79.43

CASH : 79.43
C/M

M/C XXXXXXXXXXXXXXXX8986 0802 385968

AMOUNT: 79.43

1010 29 12/21/00 18:24:31 REF#: 833

Cash

Von Berger

R.D. 3, Box 178
Punxsutawney, PA 15767

Interior and Exterior

Painting and

Architectural Finishes

Custom Painting

Marbelizing

Lacquering

Faux Finishes

Graining

Wall Glazing

Crackle Lacquer

Antiquing

Toning

Gold Leafing

Silver Leafing

Wallpapering

Big Run, PA 814-427-5171

DuBois, PA 814-375-9923

Fax 814-427-2935

Cell Phone 814-590-4373

Randy Zartman
875 Treasure Lake
DuBois, PA 15801

April 2, 2002

INTERIOR OF HOME:

Ceilings

1. Protect all carpet and furniture throughout house with rolled plastic.
2. Repair any cracks in ceilings.
3. Apply one coat of stain killer/primer to all ceilings.
4. Apply one coat of ceiling white to all ceilings.

* *Note if the stains are not taken care of now they will become more & more noticeable in Sept.*

- ##### *Walls*
1. Repair flaws or cracks in walls that the customer pointed out.
 2. Prime fixed areas on walls.
 3. Paint fixed areas on walls.

Labor: 4 men 5 days or 160 hrs @ \$20.00 per man per hr \$ 3,200.00

Materials: \$ 400.00

Total cost for labor and materials: \$ 3,600.00

If you accept this proposal, please sign one copy of this estimate and return it to us in the envelope provided. The other copy is for your records.
Thank you.

_____ Date _____ Randy Zartman

_____ Date _____ Von Berger Painting

Von Berger

R.D. 3, Box 178
Punxsutawney, PA 15767

Interior and Exterior

Painting and

Architectural Finishes

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_____ Date _____ Randy Zartman

_____ Date _____ Von Berger Painting

DOORS AND WINDOWS / ANDERSON

Room	Quoted	Total Price		Actual Windows	Total Price	
Front	(1) 24" X 60" Crank (CW23)	\$	401.90	(2) 20"x54" DH	\$	492.00
Bedroom	(1) 60" x 72" RD TP (AFFW605)	\$	1,177.80	(1) 66" X 54" 2 DH	\$	700.00
Main Bath	(1) 30" x 42" DH (TW2432)	\$	200.46	(1) 30" X 36" DH	\$	200.46
Spare Bed	(2) 30" x 60" DH (TW24410)	\$	515.58	(2) 30" X 54" DH	\$	515.58
Kitchen	(1) 60" x 60" Crank (CW25)	\$	537.10	(1) 54" x 60" Crank	\$	537.10
Powder Room	(1) 30"x36" (TW24210)	\$	189.09	(1) 28"X33" DH	\$	189.09
Family Rm	(1) 96" x 120" AW	\$	1,311.00	(1) 80" x 106" AW	\$	1,150.00
	(1) 24" X 60" Crank (CW23)	\$	401.90			
	(1) 6' French Door	\$	1,338.00	(1) 6' French Door	\$	1,338.00
Master Bath	(1) 60" x 60" Crank (CW25)	\$	537.10	(1) 54" x 60" Crank	\$	537.10
Master Bed	(1) 24" x 48" Crank (C14)	\$	215.67	(1) 72" X 60" AW	\$	850.00
	(1) 72" x 72" AW	\$	850.00	(1) 30" French Door	\$	951.00
	(1) 32" French Door	\$	960.00			
Garage	(1) 36" x 60" DH (TW210410)	\$	274.76	None		
Basement	(7) 36" x 60" DH (TW210410)	\$	1,923.32	(2) 30" X 36" DH	\$	492.00
	(1) 6' French Door	\$	1,338.00	(3) 30" X 60" DH	\$	824.28
				(1) 30" French Door	\$	951.00
				(1) Triple French Door	\$	1,890.00
		\$	12,171.68		\$	11,617.61

P.01

YBC SUPPLY
A DIVISION OF YOUR BUILDING CENTERS, INC.
 Telephone: 814-944-5098 Fax: 814-944-5068

Mailing Address: PO Box 1230
 Altoona, PA
 16603

Street Address: 2607 Beale Ave.
 Altoona, PA
 16601

OF PAGES (INCLUDING
 THIS SHEET) 1

ATTN: Randy
 COMMENT:

FROM: Pat Hilger

ANDERSEN WINDOW QUOTE

Hi Randy,

Here is a quote for the windows off the list that you faxed me. This quotation is based on purchasing them through our Van-Load program. The lead-time for Van-Load product is approximately 4-5 weeks. Product is available sooner than that, if time is an issue. However they would be at a higher price. If that is the case, please let me know and I will re-quote you.

ID	Window	Description	Price
1	CW23	Casement Window	\$401.90
2	AFFW805	Arch Window	\$1,177.80
3	TW2432	Tilt Wash Dbl Hung Window	\$200.46
4	TW24410	Tilt Wash Dbl Hung Window	\$257.79
5	CW25	Casement Window	\$537.10
6	TW24210	Tilt Wash Dbl Hung Window	\$189.09
7	CW23	Casement Window	\$401.90
8	C14	Casement Window	\$215.67
9	TW210410	Tilt Wash Dbl Hung Window	\$274.76
10		7'x9' 3pane window (1'x36)	\$1150.00
		5'x10' " 2'x4'	\$1311.00

Thanks.

PAT HILGER

Masende Doors
6 Panel

30" 66.49
32" 66.99
36" 68.99
24" 63.99



Altoona _ Bedford _ Bloomsburg _ Dubois _ Everett _ Huntingdon _ Lewistown _ Lock Haven _
Milton _ Muncy _ Philipsburg _ State College _ Sunbury _ Williamsport _

Special Order Worksheet

QUOTE

Sold To Georgino's YBC Acct# _____ Today's Date 10-17

Address _____ YBC Salesperson Clair

City _____ Vendor _____

FAX Phone # 637-5967 Vend. Contact _____

Job Name _____ Date Ordered _____ YBC P.O.# _____

Quantity	Description	Price	Amount
	ANDERSON WINDOWS		
	TW 20 410 24"	246	
	TW 30 410 36"	281	
	TW 18 46	223	
	C.R. 24	347	
	C.R. 25	414	
	French Doors		
Single	5' Double	1263	1280
30"	951 6' Double	1292	1338
32"	960 8' Triple	1862	
36"	976 9' Triple	1890	
	Anderson - Vanload Basic Unit Price		
	Grills, Ext. Jamb. - extra		
	9 Lite Steel Door - Stanley	160	
	3" Post	31.00	36.00
	4" Post	34.00	45.00

Satisfaction Guaranteed. In order to insure your Order is correct, we need to verify the following Information. Please understand that special order merchandise is not returnable. Some orders may be returned with vendor approval however, they will be subject to a return fee.

Customer _____ Date _____

Please Initial for your approval.

Size _____
Quantity _____
Model _____
Color _____
Price _____

021802



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Randy Zartman and Bobbi Zartman

vs.

Michael Powers t/d/b/a/
Michael Powers Construction

No. 2002-00866-CD



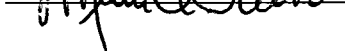
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 21st day of November, 2002, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.


Thomas F. Morgan, Esquire

Ronald L. Collins, Esquire

Mark A. Falvo, Esquire


Chairman





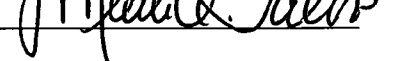
Sworn to and subscribed before me this
November 21, 2002


Prothonotary

AWARD OF ARBITRATORS

Now, this 21st day of NOVEMBER, 2002, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

JUDGMENT IN FAVOR OF PLAINTIFFS AND AGAINST DEFENDANTS
IN THE AMOUNT OF SIX THOUSAND FOUR HUNDRED EIGHTY-EIGHT DOLLARS
AND SEVENTY-THREE CENTS (\$6,488.73). AS TO COUNTER-CLAIM FOR
DEPENDANTS, JUDGMENT IN FAVOR OF DEFENDANTS IN THE AMOUNT OF
NINE HUNDRED FIFTY-FOUR DOLLARS AND TWENTY-FOUR CENTS (\$954.24).
(Continue if needed on reverse.)


Chairman



ENTRY OF AWARD

Now, this 21 day of November, 2002, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

By _____

Randy Zartman
Bobbi Zartman

: IN THE COURT OF
PLEAS OF CLEARF

Vs.

: No. 2002-00866-CD

Michael Powers Construction

:

NOTICE OF AWARD

TO: Copies to: Michael Powers Construction (Defendant), 970 Treasure Lake, , DuBois, PA, 15801, Randy Zartman (Plaintiff), 875 Treasure Lake, , DuBois, PA, 15801, Bobbi Zartman (Plaintiff), 875 Treasure Lake, , DuBois, PA, 15801, John R. Ryan (Defense Attorney), Robert M. Hanak (Plaintiff Attorney)

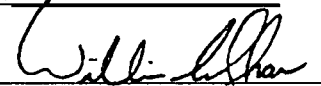
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 21, 2002 and have awarded:

Judgment in favor of Plaintiffs and against Defendants in the amount of Six Thousand Four Hundred Eighty-eight Dollars and Seventy-Three Cents (\$6,488.73). As to Counter-claim for Defendants, judgment in favor of Defendants in the amount of Nine Hundred Fifty-Four Dollars and Twenty-Four Cents (\$954.24).

William A. Shaw

Prothonotary

By



November 21, 2002

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.