

05-344-CD
Steve Grove vs. Charles Stiner

CHARLES STINER

Steven Grove v. Charles Stiner
2005-344-CD

COURT OF COMMON PLEAS

46TH DISTRICT
JUDICIAL DISTRICT

CLEARFIELD CO.

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-344-CD

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 STEVE GROVE		MAG. DIST. NO. OR NAME OF D.J. 46-3-04		16851
ADDRESS OF APPELLANT 515 PRUNER ST. Apt #5		CITY OSCEOLA M. 16	STATE PA	ZIP CODE 16851
DATE OF JUDGMENT 2-14-05	IN THE CASE OF (Plaintiff) STEVE GROVE		(Defendant) CHARLES STINER	
CLAIM NO. CV 0000199-04 LT		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT Steven F. Shaw		

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 _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) 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 _____, 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: _____

FILED

Signature of Prothonotary or Deputy

MAR 11 2005

0/10:10/04S
William A. Shaw
Prothonotary

CERT MAILED TO DEPT + D.J.

3-11-05

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

(This proof of service MUST BE FILED WITHIN TEN (10) 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) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, ☐ 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 _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS

Address:

251 SPRING ST

PO BOX 362

HOUTZDALE, PA

Telephone: **(814) 378-7160**

16651-0362

STEVE GROVE
515 PRUNER ST.
OSCEOLA MILLS, PA 16666

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

GROVE, STEVE
515 PRUNER ST.
OSCEOLA MILLS, PA 16666

VS.

DEFENDANT:

NAME and ADDRESS

STINER, CHARLES
ROSE ST.
P.O. BOX 246
IRVONA, PA 16656

Docket No.: **CV-0000199-04**
Date Filed: **12/13/04**



2005-344-CD

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **GROVE, STEVE**

☒ Judgment was entered against: (Name) **STINER, CHARLES**

in the amount of \$ **.00** on: (Date of Judgment) **2/10/05**

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

☐ Damages will be assessed on: _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____

☐ Portion of Judgment for physical damages arising out of residential lease \$ _____

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

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.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

2-10-05 Date **James L. Hawkins**, Magisterial District Judge

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

2-14-05 Date **James P. [Signature]**, Magisterial District Judge

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

SEAL

Original filed for the Court of Appeals for the Fifth Circuit, No. 03-10000, dated 12/1/03. The Court of Appeals for the Fifth Circuit, No. 03-10000, dated 12/1/03. The Court of Appeals for the Fifth Circuit, No. 03-10000, dated 12/1/03.

FILED

MAR 11 2005

William A. Shaw
Prothonotary

COURT OF COMMON PLEAS

46TH DISTRICT
JUDICIAL DISTRICT

CLEARFIELD CO.

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-344-CD

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 STEVE GROVE		MAG. DIST. NO. OR NAME OF D.J. 46-3-04	
ADDRESS OF APPELLANT 515 PRATER ST. APT 5		CITY OSCEOLA MILLS	STATE PA
DATE OF JUDGMENT A-14-05	IN THE CASE OF (Plaintiff) STEVE GROVE		(Defendant) CHARLES STINER
CLAIM NO. CV 0000199-04 LT		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>Steven F. Shave</i>	

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 _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) 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 _____, 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: _____

Signature of Prothonotary or Deputy

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

MAR 11 2005

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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

(This proof of service MUST BE FILED WITHIN TEN (10) 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) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, ☐ 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 _____, _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____

COURT OF COMMON PLEAS

46TH
JUDICIAL DISTRICT

CLEARFIELD CO.

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-344-CD

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 STEVE GROVE		MAG. DIST. NO. OR NAME OF D.J. 46-3-04	
ADDRESS OF APPELLANT 515 PRUNER ST. APT #3		CITY OSCEOLA MI/PA	STATE 16651
DATE OF JUDGMENT 2-14-05	IN THE CASE OF (Plaintiff) CHARLES STINER vs. STEVE GROVE (Defendant)		
CLAIM NO. CV 0000199-04 LT	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>Steven F. Shaw</i>		
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.		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.	
_____ Signature of Prothonotary or Deputy			

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 ~~STEVE GROVE~~ **CHARLES STINER**, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. **2005-344-CD**) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Steve Grove
Signature of appellant or his attorney or agent

RULE: To ~~STEVE GROVE~~ **CHARLES STINER**, 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: **3-11-05**

William A. Shaw
Signature of Prothonotary or Deputy
FILED

MAR 11 2005 (F)

0110:30/0
William A. Shaw
Prothonotary

CERT MAILED TO
PLFF & M.D.J.
CERT TO DEPT.

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

(This proof of service MUST BE FILED WITHIN TEN (10) 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) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, ☐ 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 _____, _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-04
MDJ Name: Hon.	JAMES L. HAWKINS
Address:	251 SPRING ST PO BOX 362 HOUTZDALE, PA
Telephone:	(814) 378-7160 16651-0362

**STEVE GROVE
515 PRUNER ST
OSCEOLA MILLS, PA 16666**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR:
STINER, CHARLES
ROSE ST.
P.O. BOX 246
IRVONA, PA 16656
VS.
DEFENDANT/JUDGMENT CREDITOR:
GROVE, STEVE
515 PRUNER ST
OSCEOLA MILLS, PA 16666

Docket No.: **CV-0000199-04**
Date Filed: **1/03/05**
CROSS COMPLAINT **001**



THIS IS TO NOTIFY YOU THAT:
Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **STINER, CHARLES**

☒ Judgment was entered against: (Name) **GROVE, STEVE**

in the amount of \$ **1,510.00** on: (Date of Judgment) **2/10/05**

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

☐ Damages will be assessed on: _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____

☐ Portion of Judgment for physical damages arising out of residential lease \$ _____

Amount of Judgment	\$ 1,500.00
Judgment Costs	\$ 10.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,510.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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.

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UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

2-10-05 Date *James L. Hawkins*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
2-14-05 Date *James P. Hicks*, Magisterial District Judge

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

SEAL

AOPC 315-05 **DATE PRINTED: 2/10/05 2:12:29 PM**

COURT OF COMMON PLEAS

46TH

JUDICIAL DISTRICT

CLEARFIELD CO.

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-344-CD

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.

STEVE GROVE

NAME OF APPELLANT

515 PRUNER ST. APT #3

OSCEOLA MI/IL

MAG. DIST. NO. OR NAME OF D.J.

46-3-04

16651

ADDRESS OF APPELLANT

CITY

STATE

ZIP CODE

2-14-05

DATE OF JUDGMENT

IN THE CASE OF (Plaintiff)

CHARLES STINER

vs. STEVE GROVE

(Defendant)

CLAIM NO.

CV

0000199-04

LT

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

Steven F. Grove

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

CHARLES STINER

Name of appellee(s)

, appellee(s), to file a complaint in this appeal

(Common Pleas No. 2005-344-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Steve Grove

Signature of appellant or his attorney or agent

RULE: To

CHARLES STINER

Name of appellee(s)

, 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: 3-11-05

William H. Shaw

Signature of Prothonotary or Deputy

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

MAR 11 2005

Attest.

William H. Shaw
Prothonotary/
Clerk of Courts

COURT FILE

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

(This proof of service MUST BE FILED WITHIN TEN (10) 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) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, ☐ 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 _____, _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-04
MDJ Name: Hon.	JAMES L. HAWKINS
Address:	251 SPRING ST PO BOX 362 HOUTZDALE, PA
Telephone:	(814) 378-7160 16651-0362

**JAMES L. HAWKINS
251 SPRING ST
PO BOX 362
HOUTZDALE, PA 16651-0362**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **GROVE, STEVE**
515 PRUNER ST.
OSCEOLA MILLS, PA 16666

VS.
DEFENDANT: **STINER, CHARLES**
ROSE ST.
P.O. BOX 246
IRVONA, PA 16656

Docket No.: **CV-0000199-04**
Date Filed: **12/13/04**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **GROVE, STEVE**

☒ Judgment was entered against: (Name) **STINER, CHARLES**

in the amount of \$ **00** on: (Date of Judgment) **2/10/05**

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

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____

☐ Portion of Judgment for physical
damages arising out of residential
lease \$ _____

FILED
m/12:55A
MAR 15 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

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.

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2-10-05 Date *James L. Hawkins*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
3-14-05 Date *James L. Hawkins*, Magisterial District Judge

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

SEAL

FILED

MAR 15 2005

William A. Shaw
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-04**
MDJ Name: Hon.
JAMES L. HAWKINS
Address: **251 SPRING ST**
PO BOX 362
HOUTZDALE, PA
Telephone: **(814) 378-7160** **16651-0362**

JAMES L. HAWKINS
251 SPRING ST
PO BOX 362
HOUTZDALE, PA 16651-0362

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR:
NAME and ADDRESS

STINER, CHARLES
ROSE ST.
P.O. BOX 246
IRVONA, PA 16656

VS.

DEFENDANT/JUDGMENT CREDITOR:
NAME and ADDRESS

GROVE, STEVE
515 PRUNER ST
OSCEOLA MILLS, PA 16666

Docket No.: **CV-0000199-04**
Date Filed: **1/03/05**
CROSS COMPLAINT **001**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **STINER, CHARLES**

☒ Judgment was entered against: (Name) **GROVE, STEVE**

in the amount of \$ **1,510.00** on: (Date of Judgment) **2/10/05**

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

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____
William A. Shaw
Prothonotary, Clerk of Courts

☐ Portion of Judgment for physical
damages arising out of residential
lease \$ _____

FILED
MAR 15 2005

Amount of Judgment	\$ 1,500.00
Judgment Costs	\$ 10.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,510.00

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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.

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2-10-05 Date **James L. Hawkins**, Magisterial District Judge

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

3-14-05 Date **James L. Hawkins**, Magisterial District Judge

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

SEAL

FILED

MAR 15 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

STEVE GROVE,

Plaintiff

VS.

CHARLES STINER,

Defendant

No. 05-344-CD

TYPE OF CASE:
Civil Action

TYPE OF PLEADING:
Complaint

FILED ON BEHALF OF:
Plaintiff

FILED BY:
Steve Grove
515 Pruner Street
Osceola Mills PA 16666

FILED

APR 01 2005
01/10/05
William A. Shaw

Prothonotary/Clerk of Courts

1 sect. to plants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

STEVE GROVE,

Plaintiff

vs.

CHARLES STINER,

Defendant


*
* No. 05-344-CD
*
*
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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 defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER 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
Clearfield, PA 16830
(814) 765-3641


Steve Grove

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

STEVE GROVE,

Plaintiff

vs.

CHARLES STINER,

Defendant

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No. 05-344-CD

COMPLAINT

AND NOW, comes the Plaintiff, Steve Grove, and files this Complaint against the Defendants of which the following are averments of fact:

1. Plaintiff **STEVE GROVE**, is an adult individual, with a residential address of 515 Pruner Street, Osceola Mills, Pennsylvania, 16666.
2. Defendant, **CHARLES STINER**, is an adult individual, with a residential address of Rose Street, PO Box 246, Irvona, Pennsylvania, 16656.
3. On or about November 9, 2005, entered into an oral business agreement wherein Defendant hired Plaintiff to install and construct a deck at his residence.
4. On or about November 9, 2005, Defendant and Plaintiff initially agreed that Plaintiff would construct an 8 x 12 deck at a price of \$1,600.00. By way of further pleading, during their conversation on that date Defendant increased the size of deck from 8 x 12 to an 8 x 24.

5. On or about November 9, 2004, Plaintiff and Defendant entered into a contract for the construction of an 8 x 24 deck at a price of \$3,000.00. By way of further pleading, Defendant put \$2,000.00 down on the contract, with the balance of \$1,000.00 being due upon completion of the job. (A true and correct copy of the contract is attached hereto and made a part hereof as Exhibit "A").

6. Defendant requested to Plaintiff to begin construction as soon as possible and indicated to Plaintiff that he needed this done for insurance reasons.

7. On or about November 13, 2004, Plaintiff and his helper, David Royer, arrived at Defendants residence to begin the construction of the deck. Plaintiff and is helper worked until dark and had the deck up and framed.

8. On or about November 14, 2004, Plaintiff and his helper, David Royer, returned to commence work at the job. Defendant and some friends were there and indicated that the inspector was there and was unhappy to find out that there was on building permit. By way of further pleading, Defendant indicated to Plaintiff prior to the start of construction that there was no problem with Plaintiff starting the job, because he had applied for the building permit.

9. Defendant at this time requested Plaintiff's insurance information from him. Plaintiff did not understand why Defendant needed this information at this time, and therefore did not provide the information to him. By way of further pleading, Defendant then requested that Plaintiff leave.

10. Plaintiff began to collect his tools when Defendant told him that he would not be paid anything until he delivered the 6 x 6 posts. Plaintiff then left and went to Lowes to purchase the posts and returned with them. Defendant then requested that Plaintiff

install the posts where they were to go. By way of further pleading, Plaintiff indicated to Defendant that once he had the building permit to contact him and he would return to install the posts. Plaintiff and his helper then left the job site.

11. About a week later, Plaintiff was contacted by Defendant's girlfriend who asked when Plaintiff would be returning to complete the deck. Plaintiff told Defendant's girlfriend that he would return to complete the deck only if Defendant was not present.

12. On or about November 27, 2004 Plaintiff and his helper returned to complete the deck. Prior to leaving, Plaintiff asked Defendant's girlfriend if she was happy with the deck and she indicated that she was very happy with it. By way of further pleading, Plaintiff indicated that he would contact the inspector to come out and inspect the deck and sign off on the completion. He further indicated that if there were any problems he would return to correct them.

13. A few days later the inspector received a letter from the Inspector, indicating that there were a few items not up to code. Plaintiff contacted Defendant's girlfriend to let her know he would be returned to correct the problems so that the deck would pass inspection. (A true and correct copy of this letter is attached hereto and made a part hereof as Exhibit "B").

14. When Plaintiff returned to correct the items on the inspector's list, Defendant was present and began to engage in a conflict. Plaintiff indicated that he was there to correct the items on the inspector's list and that he would be leaving. By way of further pleading, Defendant told Plaintiff that if he liked the way it was finished he would pay him the balance, but if he didn't he wasn't receiving anything. Plaintiff proceeded to correct the items listed.

15. Plaintiff contacted the inspector a few days later. The inspector when back within a few days, and Plaintiff later received the Acceptance of Approval for the deck. (Said Acceptance of Approval is attached hereto and made a part hereof as Exhibit "C").

16. A few days later Plaintiff contacted Defendant for payment of the balance. Defendant told Plaintiff that he was not paying him the balance to save him money they were going to court.

17. Plaintiff then filed a complaint through District Magistrate James Hawkins for non-payment of balance of \$1,000.00. Defendant filed a counter-suit indicating that the deck did not pass inspection (when in fact, it did), poor craftsmanship and damage to his house making a claim for the \$2,500.00 he had paid down. On or about February 10, 2005, a hearing was held and judgment was found in favor of Plaintiff on the counter-claim and against the Defendant, your Plaintiff herein.

18. Your Plaintiff herein then filed a Notice of Appeal on March 11, 2005 filed to the above-captioned docket number, and served the same upon all interested parties on this same date.

19. Defendant herein has also filed a claim against Plaintiff's insurance company, and Plaintiff is unsure as to whether Defendant has a claim filed with his own insurance company.

20. Plaintiff has out-of-pocket expenses in the approximate amount of \$600.00, was not paid on the balance of job of \$1,000.00, and missed work at other jobs in an effort to complete satisfy Defendant. Plaintiff prays for an Order awarding him reimbursement of out-of-pocket expenses, the balance due of \$1,000.00, loss of work, and costs of suit.

COUNT I - BREACH OF CONTRACT

***STEVE GROVE
VS.
CHARLES STINER***

Paragraphs 1 through 20 are incorporated by reference as though the same were set forth

at length therein.

21. Defendant received the materials, the deck and services performed by Plaintiff on pursuant to the contract attached in Exhibit "A" in the amount of \$3,000.00.

22. Plaintiff has requested on numerous occasions that Defendant pay said balance on the contractual amount, but Defendants have failed and refused and continues to fail and refuse to pay said amount in full pursuant to the contract.

23. On November 9, 2004, Defendant provided Plaintiff with a check in the amount of \$2,000.00 to be paid on said account.

24. Defendants have failed to pay the balance of \$1,000.00, despite having received services from the Plaintiff.

25. Defendants are in breach of a contract as the balance of \$1,000.00, remains due and owed the Plaintiff.

WHEREFORE, Plaintiff demands judgment to be entered in its favor and against the Defendants, in the amount of \$1,000.00, plus interest at the rate of six percent (6%) ongoing, reimbursement for out-of-pocket expenses and lost work, and costs of suit.

COUNT II - QUANTUM MERUIT

***STEVE GROVE
VS.
CHARLES STINER***

Paragraphs 1 through 25 are incorporated by reference as though the same were set forth at length therein.

26. Defendants have received goods and services from the Plaintiff for a total of \$3,000.00, to which \$1,000.00 is still due the Plaintiff.

27. Despite being requested to do so, the Defendant has failed to pay the said balance in full although he has already received the goods and services in question.

28. Defendant has been provided a deck and has enjoyment of the deck, without paying Plaintiff the balance due. By way of further pleading, Defendant is filing insurance claims against Plaintiff's insurance policy for additional money.

WHEREFORE, Plaintiff demands judgment to be entered in its favor and against the Defendants, in the amount of \$1,000.00, plus interest at the rate of six percent (6%) ongoing, reimbursement for out-of-pocket expenses and lost work, and costs of suit.

COUNT III - UNJUST ENRICHMENT

***STEVE GROVE
VS.
CHARLES STINER***

Paragraphs 1 through 28 are incorporated by reference as though the same were set forth at length therein.

29. Defendant has received goods and services from the Plaintiff with a value exceeding \$3,000.00. By way of further pleading, the deck has added value to Defendant's

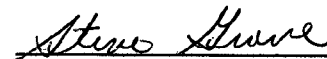
home exceeding the contractual amount.

30. Plaintiff has requested that the Defendant pay the balance due him in the amount of \$1,000.00, but Defendant has failed to do so and in fact has counter sued for the balance he paid, and has made a claim against Plaintiff's insurance company.

31. Defendant has been unjustly enriched by having the benefit of receiving the goods and services without paying Plaintiff for them.

WHEREFORE, Plaintiff demands judgment to be entered in its favor and against the Defendants, in the amount of \$1,000.00, plus interest at the rate of six percent (6%) ongoing, reimbursement for out-of-pocket expenses and lost work, and costs of suit.

Respectfully submitted,



Steve Grove

VERIFICATION

Plaintiff verifies that the statements made in this Complaint are true and correct to the best of his knowledge, information and belief. Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

By: Steve Grove
Steve Grove

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

STEVE GROVE,

Plaintiff

vs.

CHARLES STINER,

Defendant

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No. 05-344-CD

CERTIFICATE OF SERVICE

I, STEVE GROVE, Plaintiff above named, do hereby certify that on the 1 day of April, 2005, I caused a certified copy of the COMPLAINT to be mailed, first-class, postage prepaid, to the Defendant at his/her address as follows:

Charles Stiner
PO Box 246
Irvona PA 16656

Respectfully submitted,

DATED: 4/1/05

Steve Grove
Steve Grove

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

CHARLES STINER

Plaintiff

VS.

STEVE GROVE,

Defendant

:
: NO. 05-344-CD
:
: Type of Case:
:
: Type of Pleading:
:
: COMPLAINT ON CROSS-COMPLAINT
: APPEAL
:
: Filed on Behalf of:
: Charles Stiner, Plaintiff
:
: Counsel of Record for this
: Party:
:
: Ann B. Wood, Esquire
:
: Supreme Court No. 23364
:
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
:
: (814) 765-5537
:
:
:
:

FILED ^{icc}
APR 04 2005
W. A. Shaw

William A. Shaw
Prothonotary/Clerk of Courts

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

CHARLES STINER,	:	
	:	No.05-344-CD
Plaintiff	:	
	:	
vs.	:	
	:	
STEVE GROVE,	:	
	:	
Defendant	:	
	:	

NOTICE TO DEFEND

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

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 East Market Street
Clearfield, PA 16830

Telephone (814) 765-2641 Ex. 5988

BELL, SILBERBLATT & WOOD
By:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Plaintiff

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

CHARLES STINER,	:	
	:	No.05-344-CD
Plaintiff	:	
	:	
vs.	:	
	:	
STEVE GROVE,	:	
	:	
Defendant	:	
	:	
	:	

COMPLAINT ON CROSS-COMPLAINT APPEAL

AND NOW COMES the Plaintiff, CHARLES STINER, by his attorney, Ann B. Wood, Esquire, and sets forth his Complaint as follows:

1. The Plaintiff, Charles Stiner, is an adult individual who resides at 944 Rose Street, P.O. Box 246, Irvona, Pennsylvania 16656.

2. The Defendant, Steve Grove, is an adult individual who resides at 515 Pruner Street, Apt. #5, Osceola Mills, Pennsylvania 16666.

3. The Plaintiff, Charles Stiner, is a joint owner with Meng Mei Caldwell of a certain residential property located at 944 Rose Street, Irvona, Beccaria Township, Clearfield County, Pennsylvania.

4. The Plaintiff entered into a Contract, dated November 9, 2004, for the construction of a deck to be built out of treated lumber at his residence hereinbefore described for the amount of Three Thousand (\$3,000.00) Dollars. A copy of said Contract is attached hereto as Exhibit "A".

5. That in accordance with the Contract, the Plaintiff paid the Defendant the sum of Two Thousand (\$2,000.00) Dollars.

6. That on or about November 12, 2004, the Plaintiff learned that the Defendant had failed to secure from Beccaria Township the appropriate Building Permit.

7. That the Plaintiff secured from the Beccaria Township Secretary the necessary application forms for a proper Building Permit.

8. That on or about November 13, 2004, the Defendant initiated construction of the deck on the property of the Plaintiff.

9. That, at that time, the Plaintiff provided the Defendant with the Building Permit Application information and the instructions that only the framework could be constructed prior to an inspection and that the post holes were to be left open for

purposes of said inspection before any further construction could proceed.

10. The Defendant completed the paper work for the Building Permit and agreed to construct the deck in accordance with the inspection schedule.

11. That the Defendant, in fact, did not construct only the framework and posts of the deck, but completed the entire project during the weekend of November 13th and 14th, 2004.

12. That on or about November 15, 2004, the Building Inspector for Beccaria Township conducted an inspection and found a number of items in noncompliance with the Pennsylvania Uniform Construction Code. A copy of the Notice received by the Plaintiff for such violations is attached hereto as Exhibit "B".

13. That throughout the balance of November, 2004 and early December, 2004, the Building Inspector made multiple visits to the premises and tried to work with the Defendant Contractor to complete the problems with the deck structure.

14. That under Notice of December 16, 2004, the Building Inspector issued an additional notice of violations. A copy of said Notice is attached hereto as Exhibit "C".

15. That the Defendant attempted to install flashing between the deck and the house after the deck was fully constructed resulting in additional damage to the residence and failing to correct certain leaks which were created by the initial construction.

16. That the Defendant failed to construct the deck structure within the Pennsylvania Uniform Construction Code standards and good building practices as follows:

(a) That the Defendant failed to put proper flashing between the deck structure and the existing residence;

(b) That the Defendant failed to use wood screws, but rather used nails, which were, themselves, of improper length, requiring them to be bent over as they protruded through the wood surfaces into which they were nailed;

(c) That the Defendant failed to install the primary support poles for the deck in concrete and of sufficient depth to properly support the structure;

(d) That the Defendant failed to use proper lag bolts to hold the deck structure together;

(e) That the Defendant failed to properly space the banister rails;

(f) That the Defendant failed to properly space and support the deck itself, resulting in sagging of the existing deck.

17. That nothing the Defendant Contractor did to the deck repaired the deck to the point that it was a usable structure.

18. That the Plaintiff has been unable to find another contractor willing to make repairs on the existing structure.

19. That the Plaintiff has been advised that it will be necessary to tear down the existing deck structure and totally replace the same.

20. That the Plaintiff has secured an estimate for the tearing down and replacement of the deck in the amount of Two Thousand Nine Hundred Eighty-Five Dollars and Forty-Two Cents (\$2,985.42). A copy of said estimate is attached hereto as Exhibit "D".

21. That the Plaintiff did secure a Judgment against the Defendant at the District Magistrate resulting in costs of Ten (\$10.00) Dollars, in addition to the cost of replacing and rebuilding the subject deck.

WHEREFORE, the Plaintiff, Charles Stiner, requests judgment against the Defendant, Steve Grove, in the amount of Two Thousand Nine Hundred Ninety-Five Dollars and Forty-Two Cents (\$2,995.42), plus interest and costs.

BELL, SILBERBALTT & WOOD
BY:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA:
: SS.
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared CHARLES STINER, who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing COMPLAINT are true and correct to the best of his knowledge, information and belief.

Charles Stiner
CHARLES STINER

SWORN AND SUBSCRIBED before me
this 1st day of April, 2005.

Nancy M. Smeal

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

CHARLES STINER,	:	
	:	No.05-344-CD
Plaintiff	:	
	:	
vs.	:	
	:	
STEVE GROVE,	:	
	:	
Defendant	:	
	:	
	:	

CERTIFICATE OF SERVICE

I hereby certify that Certified Copy of the COMPLAINT ON CROSS-COMPLAINT APPEAL with reference to the above captioned matter has been served upon the Defendant by mailing a true and correct copy of same to him by United States First Class Mail, postage prepaid, addressed as follows on April 4, 2005 :

Steve Grove
515 Pruner Street, Apt. #5
Osceola Mills, PA 16666

BELL, SILBERBLATT & WOOD
By:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Plaintiff

Proposal

Page No. 1of Pages 1

PROPOSAL SUBMITTED TO:		DATE: <u>11/9/04</u>	
NAME: <u>Chuck Stone</u>		JOB NAME:	
STREET:		STREET:	
CITY: <u>Arvona</u>		CITY: <u>Arvona</u>	STATE: <u>PA</u>
STATE: <u>PA</u>		ARCHITECT:	DATE OF PLANS:

We hereby submit specifications and estimates for:

~~12 ft~~
~~8 ft~~

To Build a 8 ft x 24 ft deck out of treated lumber. Railing w/ 2x2 Balusters around on 3 sides.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of

Three Thousand dollars (\$ 3000.00) with payment to be made as follows:
\$2000.00 down and the remaining Bal. 1000.00 when job is complete

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 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. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Steve Stone

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 _____

Date _____

NOTE: This Proposal

dated within _____ days.

EXHIBIT

"A"

Guardian Inspection Services, Inc.

Construction Code Consulting, Enforcement & Administration

1739 Kiwanis Trail, DuBois, PA 15801 (866) 372-2112 (814) 372-2112 (814) 372-4726 Fax

November 15, 2004

Mr. Charles Stiner
P.O. Box 246
Irvona, PA 16656

Re: Building permit for construction of a deck at P.O. Box 246, Rose St., Irvona, PA 16656

Dear Mr. Stiner:

This letter is to inform you that you are in violation of the Pennsylvania Uniform Construction Code. Upon being called to the above referenced property on November 15, 2004 for an inspection of a deck, I found that construction of the deck had commenced without the issuance of a building permit.

After the initial inspection the following items were found to be in non-compliance with the code:

1. Flashing was incomplete
2. Joists were spliced over no support
3. Spans on floors joists exceed the minimum requirement
4. Unable to verify footer depths and supports
- 5. Recommended joist hangers due to lack of nailing on floor joists
6. Guards exceed the maximum opening requirement, which should not allow passage of a sphere 4 inches or more in diameter
7. No insurance from contractor
8. Improper attachments were used to anchor the deck to the existing structure

All of the above must be brought into compliance with the Code in order to obtain a Certificate of Approval for the deck.

Please contact me at (814) 590-2933 to discuss this matter or when the repairs are completed.

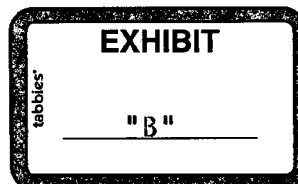
Sincerely,



Brian S. Wruble
Building Inspector

BSW:sjh

cc: File



Guardian Inspection Services, Inc.

Construction Code Consulting, Enforcement & Administration

1739 Kiwanis Trail, DuBois, PA 15801 (866) 372-2112 (814) 372-2112 Fax (814) 372-4726

December 16, 2004

Mr. Charles Stiner
P.O. Box 246
Irvona, PA 16656

Re: Building permit for construction of deck at P.O. Box 246, Rose St., Irvona, PA 16656

Dear Mr. Stiner:

This letter is to inform you that you are in violation of the Pennsylvania Uniform Construction Code. After the last inspection I conducted on the above referenced project on December 9, 2004, I found the following violations:

1. Flashing was not properly installed
2. Footings were found to be of an inadequate depth
3. Legs were undersized

The above work must be completed within six (6) months of the issue date of the permit, which was November 12, 2004. If the work is not complete within the six (6) month time frame, legal action could be taken.

Feel free to call me at (814) 590-2933 with any questions regarding this matter.

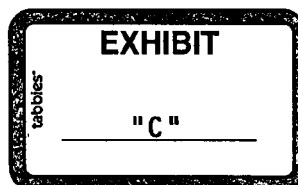
Sincerely,



Brian S. Wruble
Building Inspector

BSW:sjh

cc: Copy



PROPOSAL

Page No. 1 Pages 1

RENAISSANCE CONSTRUCTION

P.O. Box 34
1817 Beaver Valley Road
FLINTON, PENNSYLVANIA 16640
(814) 687-3120 (814) 949-0463

PROPOSAL SUBMITTED TO <u>Chuck Steiner</u>		PHONE <u>672-4271</u>	DATE <u>1-5-05</u>
STREET <u>944 Rose Rd.</u>		JOB NAME <u>Deck</u>	
CITY, STATE and ZIP CODE <u>Lexington Pa</u>		JOB LOCATION <u>Same</u>	
ARCHITECT <u></u>	DATE OF PLANS <u></u>	JOB PHONE <u></u>	

We hereby submit specifications and estimates for:

Tear down and removal of existing deck structure and construction of new 8' x 24' deck as specified in drawings.

Material and labor:	12	2x4x8 @ 3.29	=	39.48
	4	6x6x16 T @ 39.84	=	159.36
	1	6x6x12 T @ 28.20	=	28.20
	6	2x4x8 T @ 4.65	=	27.90
	6	2x4x12 T @ 6.89	=	41.34
	50	2x2x8 T ballast @ 2.79	=	139.50
	10	2x10x8 T @ 18.68	=	186.80
	16	2x10x12 T @ 21.60	=	345.60
	50	5/4" x 8' Deckboards @ 7.45	=	372.50
		Joist hangers nails	=	120.00
		galvanized screws	=	25.00
		flashing	=	
				<u>1495.68</u>
				89.74 tax
				<u>1585.42</u>
				1000.00
				<u>2585.42</u>
				400.00
				<u>2985.42</u>

Labor to construct

Labor to tear down old one

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

two thousand nine hundred eighty five and 42/100 dollars (\$ 2985.42)

Payment to be made as follows:

1500.00 deposit to start job

1485.42 balance upon satisfactory completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 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. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

[Signature]

Note: This proposal may be withdrawn by us if not accepted within

90 days

Acceptance of Proposal

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

Date of Acceptance: _____

EXHIBIT

"D"

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

STEVE GROVE,

Plaintiff

VS.

CHARLES STINER,

Defendant

:
: NO. 05-344-CD
:
: Type of Case:
:
: Type of Pleading:
:
: ANSWER AND NEW MATTER TO
: PLAINTIFF'S COMPLAINT
:
: Filed on Behalf of:
: Charles Stiner, Defendant
:
: Counsel of Record for this
: Party:
:
: Ann B. Wood, Esquire
:
: Supreme Court No. 23364
:
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
:
: (814) 765-5537
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FILED ⁶²ice
0111:2634 Amy Wood
MAY 13 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION

STEVE GROVE,	:	
	:	No.05-344-CD
Plaintiff	:	
	:	
vs.	:	
	:	
CHARLES STINER	:	
	:	
Defendant	:	
	:	

NOTICE TO PLEAD

TO: PLAINTIFF,

You are hereby notified to file a written response to the enclosed New Matter within twenty (20) days from service hereof or a judgment may be entered against you.

BELL, SILBERBLATT & WOOD
BY:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Defendant

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

STEVE GROVE,	:	
	:	No.05-344-CD
Plaintiff	:	
	:	
vs.	:	
	:	
CHARLES STINER	:	
	:	
Defendant	:	
	:	

ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT

ANSWER

NOW COMES the Defendant, Charles Stiner, by and through his attorney, Ann B. Wood, Esquire, and sets for his Answer to the Complaint of the Plaintiff as follows:

1. Paragraph 1 of the Complaint is admitted.
2. Paragraph 2 of the Complaint is admitted.
3. Paragraph 3 of the Complaint is admitted.
4. Paragraph 4 of the Complaint is admitted.

5. Paragraph 5 of the Complaint is admitted in part and denied in part. It is admitted that the Parties entered in a contract to construct an 8 x 24 foot deck at the price of \$3,000.00 with \$2,000.00 paid down and a balance of \$1,000.00 Dollars upon

completion of the job. It is denied that a true and correct copy of the contract is attached as Exhibit "A".

6. Paragraph 6 of the Complaint is admitted.

7. Paragraph 7 of the Complaint is denied as stated and on the contrary, it is averred that on or about November 13, 2004, Plaintiff and his helper began construction of the deck, which included framing and flooring.

8. Paragraph 8 of the Complaint is denied as stated and on the contrary, it is averred that the Defendant requested additional information for securing the Building Permit and would not let the Plaintiff proceed. It is further denied that Defendant told Plaintiff that prior to construction he would get the Building Permit.

9. Paragraph 9 of the Complaint is denied as stated and on the contrary, it is averred that the Defendant on November 14, 2004 did request the Plaintiff's insurance information in order that application for a Building permit could be completed. It is further admitted that the Defendant asked the Plaintiff to leave the property.

10. Paragraph 10 of the Complaint is denied as stated and on the contrary, it is averred that the Plaintiff had the necessary 6 x 6 posts on November 13, 2004, but removed them from the property of the Defendant. It is further averred that the Plaintiff subsequently returned to the Defendant's property with 6 x 6 posts, which he left on the property.

11. Paragraph 11 of the Complaint is admitted.

12. Paragraph 12 of the Complaint is denied as stated and on the contrary, it is averred that the Plaintiff returned to the job on several occasions and did converse with the Defendant's girlfriend; however, it is specifically denied that she made any specific inspection of the deck. It is further admitted that the Plaintiff did indicate that he would contact the inspector for further site inspection.

13. Paragraph 13 of the Complaint is admitted in part and denied in part. It is admitted that the Plaintiff received several letters from the inspector indicating work that was not satisfactory for the code. It is further denied that a copy of any letter was attached to the pleading as Exhibit "B".

14. Paragraph 14 of the Complaint is denied as stated and on the contrary, it is averred that the Plaintiff did return to the Defendant's property to correct those items and workmanship

which he committed to correct at a Magistrate's Hearing. It is denied that the Defendant engaged in a conflict with the Plaintiff, but simply requested that the things be corrected and done properly. It is further denied that the Plaintiff corrected all of the construction issues and poor workmanship.

15. Paragraph 15 of the Complaint is admitted insofar as the inspector did finally approve the construction with the caveat that the approval was for structural only, because he was unable to complete all inspections due to the fact that items were performed prior to securing the permit. It is further denied that a copy of the Certificate of Approval was attached as Exhibit "C".

16. Paragraph 16 of the Complaint is denied as stated and on the contrary, it is averred that while Plaintiff did contact the Defendant for the balance of the money, the Magistrate had already scheduled a second hearing to allow the Plaintiff to complete the work and correct the workmanship.

17. Paragraph 17 of the Complaint is denied as stated and on the contrary, it is averred that the Plaintiff filed a Complaint with the District Magistrate prior to the purported completion of the work and the final inspections. It is further denied that the Defendant filed a countersuit alleging the deck did not pass inspection after the date of the final inspection, but rather filed his Complaint prior to that date. It is further

denied that on February 10, 2005, a hearing was held and judgment was found in favor of the Plaintiff on the counterclaim. On the contrary, it is averred that following hearing, a judgment was entered in favor of the Defendant in the amount of \$1,510.00.

18. Paragraph 18 of the Complaint is denied as stated and on the contrary, it is averred that the Plaintiff filed Notices of Appeal on March 11, 2005 on both the original Complaint filed by him before the Magistrate in which he was awarded nothing and on the countersuit filed by the Defendant where the decision was found in favor of the Defendant and against the Plaintiff for money damages.

19. Paragraph 19 of the Complaint is admitted insofar as the Defendant has filed a claim with the Plaintiff's insurance company, but it is denied that the claim for the insurance company was for the construction of the deck itself, but was rather for the water damage which occurred to the Defendant's house as a result of the defective construction.

20. Paragraph 20 of the Complaint being within the particular knowledge of the Plaintiff, the Defendant, after reasonable investigation, is unable to determine the truth thereof, and strict proof thereof is demanded at trial.

COUNT I - BREACH OF CONTRACT

The Answers to Paragraphs 1 through 20 are incorporated herein by reference as though the same were set forth in full.

21. Paragraph 21 of the Complaint is denied as stated and on the contrary, it is averred that, while certain materials were used to construct a deck at the residence of the Defendant under contract with the Plaintiff, the Plaintiff failed to properly construct the deck, but rather performed poor workmanship which resulted in issues with the construction of the deck itself, as well as damages to the existing home of the Defendant.

22. Paragraph 22 of the Complaint is denied as stated and on the contrary, it is averred that though it is acknowledged that the Plaintiff has requested that the balance of the contractual amount be paid, it is denied that this payment is due and owing to the Plaintiff because of the poor craftsmanship and problems with the deck as constructed.

23. Paragraph 23 of the Complaint is admitted.

24. Paragraph 24 of the Complaint is denied as stated and on the contrary, it is averred that the Plaintiff failed to properly construct the deck.

25. Paragraph 25 of the Complaint is denied as stated and on the contrary, it is averred that while the Defendant has failed to pay the \$1,000.00 balance on the contract, the Defendant did not receive the services contracted for from the Plaintiff because of the poor workmanship of the Plaintiff.

WHEREFORE, Defendant requests that judgment in favor of the Plaintiff be denied and judgment be entered in favor of the Defendant.

COUNT II - QUANTIM MERUIT

The Answers to Paragraphs 1 through 25 are incorporated herein by reference as though the same were set forth in full.

26. Paragraph 26 of the Complaint is denied as stated and on the contrary, it is averred that the Defendant did not receive the services contracted for due to the damage to the existing structure and the poor workmanship of the Plaintiff in constructing the deck.

27. Paragraph 27 of the Complaint is denied as stated and on the contrary, it is averred that the Defendant did not receive the services contracted for from the Plaintiff, but rather suffered damages to the existing structure, as well as poor workmanship to the deck.

28. Paragraph 28 of the Complaint is denied as stated and on the contrary, it is averred that the Defendant did not receive a usable deck as a result of the poor workmanship of the Plaintiff. It is further denied that the Defendant's claim against the Plaintiff's insurance policy has to do with the services of constructing the deck, but rather for damages to the existing house as a result of the Plaintiff's poor workmanship.

WHEREFORE, Defendant requests the Honorable Court deny judgment for the Plaintiff and enter judgment in favor of the Defendant.

COUNT III - UNJUST ENRICHMENT

The Answers to Paragraphs 1 through 28 are incorporated herein by reference as though the same were set forth in full.

29. Paragraph 29 of the Complaint is denied as stated and on the contrary, it is averred that the Defendant has not received goods and services from the Plaintiff having a value exceeding \$3,000.00. It is further averred that the Defendant did not received a deck constructed to add value to his residence but, in fact, suffered damages to the existing structure as a result of the poor workmanship.

30. Paragraph 30 of the Complaint is denied as stated and on the contrary, it is averred that while the Plaintiff has requested that the Defendant pay him \$1,000.00, the Defendant has refused to make said payment and has sued the Plaintiff on the basis that he did not receive the services contracted for as a result of the poor workmanship. It is further averred that the Defendant has made a claim against the Plaintiff's insurance company for the damage to the existing structure which occurred as a result of the Plaintiff's poor workmanship.

31. Paragraph 31 of the Complaint is denied as stated and on the contrary, it is averred that the Defendant has not received any benefit from the deck as constructed by the Plaintiff as a result of the poor workmanship of the Plaintiff.

WHEREFORE, Defendant requests the Honorable Court to deny judgment in favor of the Plaintiff and to enter judgment in favor of the Defendant.

NEW MATTER

NOW COMES the Defendant, Charles Stiner, by his attorney, Ann B. Wood, Esquire, and sets forth his New Matter to the Complaint as follows:

32. The Answers to Paragraphs 1 through 31 are incorporated herein by reference as though the same were set forth in full.

33. It is averred that on or about November 13, 2004, Plaintiff was informed by the Defendant that he could begin to construct the framework of the deck, but was to proceed no further until an initial inspection could be performed.

34. That on or about November 13, 2004, the Plaintiff constructed the framework and flooring of the deck contrary to the instructions of the Defendant.

35. The Plaintiff was to secure the Building Permit; however, failed to do so.

36. That the Defendant inquired of Irvona Borough as to whether the Plaintiff had secured the necessary Building Permit and upon learning that he had not, made the initial application.

37. That the application for a Building Permit required the Plaintiff's insurance information.

38. That the Building Inspector made his first visit to the Defendant's property on or about November 15, 2004 following which he issued a letter citing a number of deficiencies in the construction.

39. That the Defendant was instructed by the Borough to begin no more than the initial framing of the deck pending inspection, which information Defendant passed on to the Plaintiff.

40. That on or about November 13, 2004, the Plaintiff has 6 x 6 posts at the residence of the Defendant, but removed them when he left the premises on that date.

41. That the Plaintiff did bring the 6 x 6 post back to the property of the Defendant on the November 14, 2005.

42. That the Building Inspector made a number of visits to the property of the Defendant, but was unable to fully inspect the structure, because the Plaintiff proceeded without waiting for the inspection and/or specifically ignored the directions of the Building Inspector to leave certain items open and visible for completion.

43. That the Plaintiff initiated a proceeding before the Magistrate for recovery of his funds on December 13, 2004.

44. That the Defendant filed a Cross-Complaint against the Plaintiff at the Magistrates on January 3, 2005.

45. That at the time of the initial Magistrate's Hearing on or about January 10, 2005, the Plaintiff was given thirty (30)

days by the Magistrate to complete the construction and the Magistrate scheduled further hearing for February 10, 2005.

46. That the Building Inspector finally issued a certificate approving the deck, dated January 27, 2005, but noted on the certificate that it is approval of "structural only, all required inspections were not conducted to the fact that the permit was obtained after construction commenced".

47. That the Plaintiff proceeded with construction in a fashion to prevent full inspection by the Building Inspector.

48. That the Defendant proceeded with his cross-claim against the Plaintiff as a result of the poor workmanship of the Plaintiff and the existence of a number of defects in the construction of the deck itself.

49. That as a result of the poor workmanship and services of the Plaintiff, the Defendant suffered damages to his existing house in the form of water damages as a result of the Plaintiff failing to properly install the flashing for the deck.

50. That the Defendant has filed a claim with the Plaintiff's insurance carrier for the water damage to the existing structure.

51. That the Plaintiff failed to construct the deck structure within the Pennsylvania Uniform Construction Code standards and good building practices.

WHEREFORE, the Defendant would request the Honorable Court to enter judgment in favor of the Defendant and against the Plaintiff on Plaintiff's suit herein.

BELL, SILBERBLATT & WOOD
By:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA:
: SS.
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared CHARLES STINER, who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT are true and correct to the best of his knowledge, information and belief.

Charles Stiner
CHARLES STINER, Defendant

SWORN and SUBSCRIBED before me
this 12th day of May, 2005.

Nancy M. Smeal

NOTARIAL SEAL
NANCY M. SMEAL, Notary Public
Graham Township, Clearfield Co., PA
My Commission Expires, May 4, 2006

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

STEVE GROVE,	:	
	:	No.05-344-CD
Plaintiff	:	
	:	
vs.	:	
	:	
CHARLES STINER,	:	
	:	
Defendant	:	
	:	
	:	

CERTIFICATE OF SERVICE

I hereby certify that Certified Copy of the ANSWER AND NEW
MATTER TO PLAINTIFF'S COMPLAINT with reference to the above
captioned matter has been served upon the Plaintiff by mailing a
true and correct copy of same to him by United States First Class
Mail, postage prepaid, addressed as follows on May 13, 2005 :

Steve Grove
515 Pruner Street, Apt. #5
Osceola Mills, PA 16666

BELL, SILBERBLATT & WOOD
By:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Defendant

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

STEVE GROVE,	:	No.: 05-344-CD
Plaintiff	:	
vs.	:	Type of Case: Civil
	:	Type of Pleading:
	:	Praecipe to Enter
	:	Appearance
CHARLES STINER,	:	Filed on Behalf of:
Defendant	:	Steve Grove
	:	Counsel of Record for
	:	This Party:
*****	:	Girard Kasubick, Esq.
	:	Supreme Court No. 30109
	:	LEHMAN & KASUBICK
CHARLES STINER,	:	611 Brisbin Street
Plaintiff	:	Houtzdale, PA 16651
vs.	:	(814) 378-7840
	:	
STEVE GROVE,	:	
Defendant	:	

FILED *NEC*
011:25 *CD*
MAY 23 2005 *GW*

William A. Shaw
Prothonotary/Clerk of Courts

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

STEVE GROVE, :
Plaintiff :
vs. : No. 05-344-CD
CHARLES STINER, : Complaint
Defendant :
:

CHARLES STINER, :
Plaintiff :
vs. : No. 05-344-CD
STEVE GROVE, : Cross-Complaint
Defendant :
:

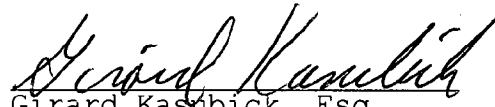
PRAECIPE FOR ENTRY OF APPEARANCE

TO: William A. Shaw, Prothonotary:

Please enter my appearance on behalf of Steve Grove,
in both of the above-captioned matters.

Girard Kasubick, Esq.
I.D. No. 30109
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651
Phone #: (814) 378-7840
Fax #: (814) 378-6231

Dated: May 19, 2005


Girard Kasubick, Esq.,
Attorney for Steve Grove

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION.

STEVE GROVE,
Plaintiff
vs.
CHARLES STINER,
Defendant
No. 05-344-CD
Complaint


CHARLES STINER,
Plaintiff
vs.
STEVE GROVE,
Defendant
No. 05-344-CD
Cross-Complaint

CERTIFICATE OF SERVICE

I hereby certify that I, Girard Kasubick, Esq.,
served a copy of the Praecipe to Enter Appearance by
regular United States mail, postage pre-paid, mailed on
May 19th, 2005 upon the attorney for Steve Grove at the
following address:

Ann B. Wood, Esq.
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

LEHMAN & KASUBICK:


Girard Kasubick, Esquire,
Attorney for Steve Grove

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

CHARLES STINER,	:	No.: 05-344-CD
Plaintiff	:	
vs.	:	Type of Case: Civil
	:	Type of Pleading:
	:	Answer to Cross-Complaint
STEVE GROVE,	:	Filed on Behalf of:
Defendant	:	Defendant
	:	Counsel of Record for
	:	This Party:
	:	Girard Kasubick, Esq.
	:	Supreme Court No. 30109
	:	LEHMAN & KASUBICK
	:	611 Brisbin Street
	:	Houtzdale, PA 16651
	:	(814) 378-7840

FILED *no cc*
011125 *SH*
MAY 23 2005 *@*

William A. Shaw
Prothonotary/Clerk of Courts

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

CHARLES STINER,	:	
Plaintiff	:	
	:	
vs.	:	No. 05-344-CD
	:	
STEVE GROVE,	:	
Defendant	:	
	:	

ANSWER TO CROSS-COMPLAINT

AND NOW comes Defendant, Steve Grove, by his attorney, Girard Kasubick, Esq., and files the following Answer to Plaintiff's Cross-Complaint:

1. Admitted.
2. Admitted
3. Admitted.
4. Admitted.
5. Admitted.

6. Admitted in part and Denied in part. It is admitted Defendant did not obtain a building permit from Beccaria Township. It is denied in so far as this averment implies that Defendant was to do so. Plaintiff

indicated that he would get the appropriate building permit as the landowner normally does.

7. Denied. Defendant never saw any building permit and after reasonable investigation Defendant is without knowledge or information sufficient to form a belief on whether Plaintiff did ever obtain the building permit and proof thereof is demanded.

8. Admitted.

9. Denied. Plaintiff never gave any instructions to Defendant on November 13, 2004 that only the framework could be constructed and post holes left open for an inspection and then further work could proceed. On November 13, 2004 Plaintiff did have an application for the building permit. Defendant did provide Plaintiff with certain information to complete the application. Defendant never saw the application after that nor did Defendant see any building permit nor did Defendant receive any instructions for inspections.

10. Admitted in part and Denied in part. It is admitted Defendant did provide Plaintiff with information to complete the building permit application. It is denied

the Plaintiff ever informed Defendant orally of any inspection schedule and Defendant never saw any written inspection schedule to construct the deck and Defendant never agreed to any such schedule since it was never discussed or presented to Defendant. The Plaintiff was in a hurry to have the deck constructed and informed the Defendant of his desire and Defendant had previously told Plaintiff he would try to have it done the weekend of November 13 and 14, 2004.

11. Admitted in part and Denied in part. It is admitted the Defendant did construct the framework and most posts on November 13, 2004. It is denied the entire project was completed on the weekend of November 13 and 14, 2004. Defendant appeared at the Plaintiff's residence on November 14, 2004 to attempt to complete the deck, but Plaintiff denied Defendant access to complete the project informing Defendant that the inspector had problems. This was the first time Defendant was informed anything about an inspector.

12. Admitted in part and Denied in part. It is admitted that Plaintiff was issued the letter attached as

Exhibit "B" to Plaintiff's Cross-Complaint. It is denied as to when the inspection was done by the building inspector because after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to when the inspection occurred and proof thereof is demanded.

13. Admitted in part and Denied in part. It is admitted Defendant had conversations with the inspector about completing the deck. It is denied that there were any problems created by Defendant. Defendant was never informed of any inspection schedule nor was he permitted to complete the deck on November 14, 2004. Between November 14, 2004 and early December 2004 Defendant did do additional work toward completing the deck but at other times was denied access to complete the project and as of early December 2004 the deck was still not completed.

14. Admitted in part and Denied in part. It is admitted that Plaintiff was issued the letter attached as Exhibit "C" to Plaintiff's Cross-Complaint. It is denied so far as the violations cited in said letter are implying that they are the fault of Defendant because Plaintiff was

not permitting Defendant to complete the project and items the inspector needed done.

15. Denied. Defendant to the best of his ability constructed the deck when permitted by Plaintiff. This is further denied a conclusion of law or fact for which no responsive pleading is required. Finally this is denied because after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to any damage to the Plaintiff's residence or leaks.

16. Denied. These are conclusions of law or fact for which no responsive pleading is required. The averments in this paragraph are further denied in that the Defendant did properly construct the deck under the general standards in the construction business with updated PA Uniform Construction Code modifications and the construction was approved by the inspector as shown by the Certificate dated January 27, 2005, a copy of which is attached hereto and marked Exhibit "A".

17. Denied. This is a conclusion of law or fact for which no responsive pleading is required. It is further

denied because Defendant was not given a proper time frame to complete the deck and the answer to paragraph 16. above is incorporated herein by reference thereto.

18. Denied. Defendant is without knowledge or information sufficient to form a belief concerning Plaintiff's actions with other contractors and proof thereof is demanded.

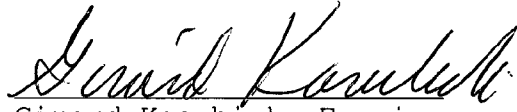
19. Denied. This is a conclusion of law or fact for which no responsive pleading is required and Defendant is without knowledge or information sufficient to form a belief concerning Plaintiff's advice from other contractors and proof thereof is demanded.

20. Admitted in part and Denied in part. It is admitted that Plaintiff has obtained an estimate. It is denied as to the amount of the estimate as a conclusion of law or fact for which no responsive pleading is required.

21. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

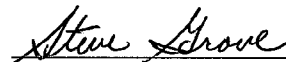
WHEREFORE, Defendant requests Your Honorable Court to dismiss Plaintiff's Cross-Complaint and enter judgment in favor of the Defendant and against the Plaintiff.

Respectfully Submitted,


Girard Kasubick, Esquire
Attorney for Defendant,
Steve Grove

VERIFICATION

I verify that the statements made in the foregoing Answer to Cross-Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.


Steve Grove

CERTIFICATE

Permit No. MCB 74-05

Guardian Inspection Services, Inc.
Construction Code Consulting, Enforcement & Administration

Work Site: P.O. BOX 246 ROSE ST.
Owner: CHARLES STINER
Address: P.O. BOX 246
IRVONA, PA 16656
Telephone: (814) 672-4271
Contractor: STEVE GROVE CONST.
Address: 515 PRUNER ST.
OSCEOLA MILLS, PA 16666
Telephone: (814) 339-7209
Financial Institution:
Address:
Telephone:

Use Group: R3
Construction Classification:
Occupant Load: DECK
Description:
Sprinkler System:
Date Issued: 1/27/2005

Building X
Electric
Plumbing/Mechanical
Fire
Demolition

Certificate of Occupancy

This serves notice that said building or structure has been constructed in accordance with the enforced construction building code

X Certificate of Approval

This serves notice that the work completed has been constructed or installed in accordance with the enforced construction building code and is approved. If this permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

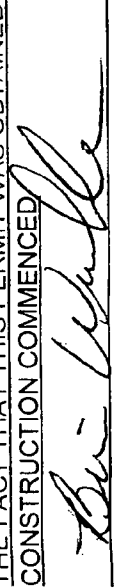
Certificate of Compliance/Continued Occupancy

This serves notice that based on general inspection of the visible parts of the structure there are no imminent hazards and the structure is approved for continued occupancy.

Temporary Certificate of Occupancy/Compliance

This serves notice that the following conditions must be met within _____ days or the owner may be subject to fine or order to vacate.

THIS CERTIFICATE IS FOR APPROVAL OF STRUCTURAL ONLY
ALL REQUIRED INSPECTIONS WERE NOT CONDUCTED DUE TO
THE FACT THAT THIS PERMIT WAS OBTAINED AFTER
CONSTRUCTION COMMENCED


Brian S. Wruble, Designated Building Inspector
Guardian Inspection Services, Inc.

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

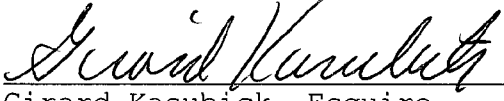
CHARLES STINER, :
Plaintiff :
vs. : No. 05-344-CD
STEVE GROVE, :
Defendant :

CERTIFICATE OF SERVICE

I hereby certify that I, Girard Kasubick, Esq.,
served a copy of the Answer to Cross-Complaint by regular
United States mail, postage pre-paid, mailed on May
19th, 2005 upon the attorney for the Plaintiff at the
following address:

Ann B. Wood, Esq.
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

LEHMAN & KASUBICK:


Girard Kasubick, Esquire,
Attorney for Defendant

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

STEVE GROVE,		: No.: 05-344-CD
	Plaintiff	:
vs.		: Type of Case: Civil
		: Type of Pleading:
		: Reply to New Matter
CHARLES STINER,		: Filed on Behalf of:
	Defendant	: Plaintiff
		: Counsel of Record for
		: This Party:
		: Girard Kasubick, Esq.
		: Supreme Court No. 30109
		: LEHMAN & KASUBICK
		: 611 Brisbin Street
		: Houtzdale, PA 16651
		: (814) 378-7840

FILED

0 1:05 p.m. GK
JUN 03 2005 No CC

William A. Shaw @
Prothonotary

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

STEVE GROVE,	:
Plaintiff	:
	:
vs.	: No. 05-344-CD
	:
CHARLES STINER,	:
Defendant	:
	:

REPLY TO NEW MATTER

AND NOW comes Plaintiff, Steve Grove, by and through his attorney, Girard Kasubick, Esq., and files the following Reply to Defendant's New Matter:

32. The Plaintiff's averments in Paragraphs 1 through 31 of the Complaint are incorporated herein by reference thereto.

33. Denied. On or about November 9, 2004 when the contract was written, Plaintiff indicated to Defendant that he would commence work and try and complete the deck the weekend of November 13th and 14th. Defendant was in a hurry to get it constructed. On November 13, 2004, the Defendant never informed the Plaintiff in any manner that only frame work was to be constructed and nothing further until an inspection was done.

34. Admitted in part and Denied in part. It is admitted Plaintiff constructed the frame work and flooring on November 14, 2004. It is denied that was contrary to any instructions received as set forth in the reply to Paragraph 33 above which is incorporated herein by reference thereto.

35. Denied. Plaintiff never stated he would obtain the building permit and Defendant in conversations with Plaintiff indicated he would obtain the building permit as the landowner normally does.

36. Denied. Plaintiff is without sufficient knowledge or information to form a belief on what inquiries were made by Defendant and proof thereof is demanded, but it is averred that the building permit should have been obtained in Beccaria Township, not Irvona Borough.

37. Admitted.

38. Denied. It is denied as to when the building inspector was on Defendant's property, because after reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to when the building inspector was first there and proof thereof is demanded. Furthermore, the Plaintiff was not given the

opportunity to complete construction on November 14, 2004 which resulted in the letter.

39. Denied. Defendant never instructed the Plaintiff that Plaintiff was to do no more work than initial framing of the deck pending an inspection. Defendant never mentioned anything to Plaintiff about an inspection or inspector until the morning of November 14, 2004 when Plaintiff was instructed by Defendant to do no more work. It is denied as to any instructions given Defendant by the Borough, although; Plaintiff does not know why he talked with Borough officials because after reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to any such instructions given by the Borough and proof thereof is demanded.

40. Admitted in part and Denied in part. It is admitted Plaintiff had 6" X 6" post delivered to Defendant's residence prior to November 13, 2004 and they were there on November 13, 2004. It is denied that any were removed when Plaintiff left on that date. All that were there were installed. Defendant may have removed cut off portions of the posts.

41. Denied. When Plaintiff came to Defendant's residence on November 14, 2004, Plaintiff was denied access to work. Plaintiff knew he needed one more post to install because he was one short on November 13, 2004. Defendant insisted that the one post not installed be obtained. The Plaintiff then went and purchased the one post and left it at Defendant's residence.

42. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to inspections done by the building inspector and proof thereof is demanded. It is denied Plaintiff was given any inspection schedule or information as set forth in Paragraph 39 of this Reply to New Matter which is incorporated herein by reference thereto.

43. Admitted in part and Denied in part. It is admitted Plaintiff filed before the Magistrate, but it is averred the date of filing was December 14, 2004.

44. Admitted.

45. Admitted.

46. Admitted.

47. Denied. Plaintiff was not aware of any inspection schedule as set forth in Paragraph 39 of this Reply to New Matter which is incorporated herein by

reference thereto. After Plaintiff was denied access to Defendant's property on November 14, 2004, Plaintiff did work with the inspector and tried to complete construction of the deck when Defendant permitted Plaintiff on Defendant's property.

48. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

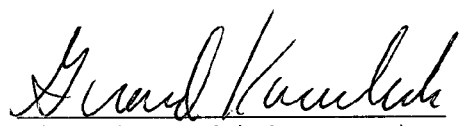
49. Denied. This is a conclusion of law or fact for which no responsive pleading is required. Furthermore this is denied because after reasonable investigation Plaintiff is without knowledge or information to form a belief as to any water damages to Defendant's house and proof thereof is demanded.

50. Admitted.

51. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

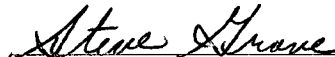
WHEREFORE, Plaintiff requests Your Honorable Court to enter judgment in favor of Plaintiff and against Defendant.

Respectfully Submitted,


Girard Kasubick, Esquire
Attorney for Plaintiff

VERIFICATION

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


Steve Grove

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


STEVE GROVE, :
Plaintiff :
vs. : No. 05-344-CD
CHARLES STINER, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that I, Girard Kasubick, Esq.,
served a copy of the Reply to New Matter by regular
United States mail, postage pre-paid, mailed on June
3rd, 2005 upon the attorney for the Defendant at the
following address:

Ann B. Wood, Esq.
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

LEHMAN & KASUBICK:


Girard Kasubick, Esquire,
Attorney for Plaintiff

FILED

JUN 03 2005

William A. Shaw
Prothonotary

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

CHARLES STINER

Plaintiff

VS.

STEVE GROVE,

Defendant

:
: NO. 05-344-CD
:
: Type of Case:
:
: Type of Pleading:
:
: PRAECIPE FOR ARBITRATION
:
:
: Filed on Behalf of:
: Charles Stiner, Plaintiff
:
: Counsel of Record for this
: Party:
:
: Ann B. Wood, Esquire
:
: Supreme Court No. 23364
:
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
:
: (814) 765-5537
:
:
:
:
:

FILED

OCT 12 2005

William A. Shaw
Prothonotary/Clerk of Courts

icc
Attg Wood
Attg pd.
20.00
(6R)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
Civil Divison

CHARLES STINER,

Plaintiff

vs.

STEVE GROVE,

Defendant

:
:
: No.05-344-CD
:
:
:
:
:
:
:
:

PRAECIPE FOR ARBITRATION

TO: William A. Shaw, Prothonotary, Clerk of Courts,

Please place the above captioned Cross-Complaint case on
the Arbitration List.

BELL, SILBERBLATT & WOOD
BY:

Ann B. Wood
Ann B. Wood, Esquire
Attorney For Plaintiff

Date: October 12, 2005

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

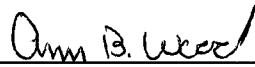
CHARLES STINER,	:	
	:	No.05-344-CD
Plaintiff	:	
	:	
vs.	:	
	:	
STEVE GROVE,	:	
	:	
Defendant	:	
	:	
	:	

CERTIFICATE OF SERVICE

I hereby certify that Certified Copy of the PRAECIPE FOR ARBITRATION with reference to the above captioned matter has been served upon the Defendant by mailing a true and correct copy of same to his attorney by United States First Class Mail, postage prepaid, addressed as follows on October 12, 2005 :

Girard Kasubick, Esquire
611 Brisbin Street
Houtzdale, PA 16651

BELL, SILBERBLATT & WOOD
By:



Ann B. Wood, Esquire
Attorney for Plaintiff

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

CHARLES STINER

vs.

STEVE GROVE

:
:
: No. 05-344-CD
:
:

FILED
d 10:25/01
FEB 28 2006

William A. Shaw
Prothonotary/Clerk of Courts
6 cc CIA

ORDER

NOW, this 27th day of February, 2006, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Thursday, May 4, 2006 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:


Dwight L. Koerber, Jr., Chairman

Barbara J. Hugney-Shope, Esquire

Christopher J. Shaw, 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.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

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

STEVE GROVE, : No.: 05-344-CD
Plaintiff :
vs. : Type of Case: Civil
: Type of Pleading:
: Motion for Consolidation
CHARLES STINER, : for Arbitration
Defendant : Filed on Behalf of:
: Plaintiff
***** : Counsel of Record for
: This Party:
CHARLES STINER, : Girard Kasubick, Esq.
Plaintiff : Supreme Court No. 30109
: LEHMAN & KASUBICK
vs. : 611 Brisbin Street
: Houtzdale, PA 16651
STEVE GROVE, : (814) 378-7840
Defendant :

FILED 2cc
01:0330
APR 24 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

STEVE GROVE, :
Plaintiff :
vs. : No. 05-344-CD
CHARLES STINER, :
Defendant :
Complaint

CHARLES STINER, :
Plaintiff : No. 05-344-CD
vs. : Cross Complaint
STEVE GROVE, :
Defendant :

MOTION FOR CONSOLIDATION FOR ARBITRATION

AND NOW comes Steve Grove, by and through his attorney, Girard Kasubick, Esq., and files the following Motion for Consolidation for Arbitration:

1. The above captioned number has been issued to a Complaint filed by Steve Grove and a Cross-Complaint filed by Charles Stiner.

2. The issues and matters raised in the Complaint and Cross-Complaint arise out of the same set of facts and are related to the same course of conduct and the same occurrence between the parties.

3. Ann B. Wood, Esq. filed a Praecipe for Arbitration on the Cross-Complaint in the above matter by Praecipe filed on October 12, 2005.

4. Ann B. Wood, Esq., Attorney for Charles Stiner, and Girard Kasubick, Esq., Attorney for Steve Grove, the undersigned, hereby agree that it would be in the best interest of the parties to resolve both matters on the Complaint and Cross-Complaint before one Arbitration panel.

5. Attached hereto is a letter of Ann B. Wood, Esq. to the consolidation.

6. Counsel for the parties hereto agree that the Arbitration Pre-Trial Statement already filed by Ann B. Wood, Esq. on behalf of Charles Stiner is sufficient to cover the requirements under both the Complaint and Cross-Complaint.

7. The Arbitration is scheduled for Thursday, May 4, 2006 at 9:00 a.m. before the Arbitration panel of Dwight L. Koerber, Jr., Esq., Barbara J. Hugney-Shope, Esq., Christopher J. Shaw, Esq.

WHEREFORE, Girard Kasubick, Esq., Attorney for Steve Grove, hereby requests Your Honorable Court to issue an Order that matters on the Complaint and Cross-Complaint

be consolidated in the above action be heard together at
the May 4, 2006 Arbitration scheduled.

Respectfully Submitted,

A handwritten signature in cursive script, reading "Girard Kasubick". The signature is written in dark ink and is positioned above the printed name and title.

Girard Kasubick, Esquire
Attorney for Steve Grove

FROM : BS&W

FAX NO. : 7659730

Apr. 20 2006 11:02AM P1

Law Offices
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

e-mail: bswlaw@pennswoods.netWriter's direct e-mail: annwood@pennswoods.net

RICHARD A. BELL
ANN B. WOOD

(814) 765-5537
Fax: (814) 765-9730

PAUL SILBERBLATT 1954-1985
F. CORTEZ BELL, JR. 1954-2002

Of Counsel
Daniel C. Bell

April 20, 2006

RE: Charles Stiner, Plaintiff
vs. Steve Grove, Defendant
No. 05-344-CD

Steve Grove, Plaintiff vs.
Charles Stiner, Defendant
No. 05-344-CD

Girard Kasubick, Esquire
611 Brisbin Street
Houtzdale, PA 16651

Dear Girard:

This is to confirm our phone conference of this morning.
I have no objection to your filing a Motion and securing an Order
making it clear that the Board of Arbitration scheduled for May 4,
2006 shall hear and determine both of our clients' claims filed to
the above number.

Very truly yours,

BELL, SILBERBLATT & WOOD
By:



Ann B. Wood

ABW/nms
cc: Charles Stiner

VIA FACSIMILE

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

STEVE GROVE, :
Plaintiff :
vs. : No. 05-344-CD
CHARLES STINER, :
Defendant :
Complaint

FILED

APR 25 2006

William A. Shaw
Prothonotary/Clerk of Courts

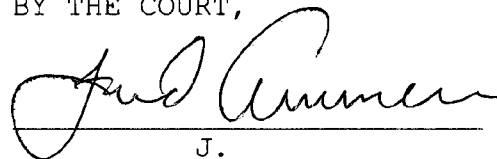
2 CC Atty Kasubick

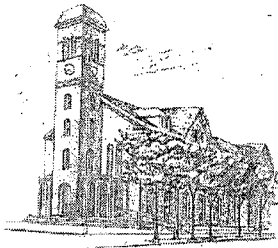
CHARLES STINER, :
Plaintiff : No. 05-344-CD
vs. : Cross Complaint
STEVE GROVE, :
Defendant :

ORDER

AND NOW, this 25 day of April, 2006, upon consideration of the foregoing Motion for Consolidation for Arbitration and upon agreement of counsel involved it is hereby ORDERED that the Arbitration panel shall hear and rule on the Complaint and Cross-Complaint issues raised in this case at the May 4, 2006 scheduled Arbitration and that any Arbitration Pre-Trial Statements filed are sufficient under both the Complaint and Cross-Complaint.

BY THE COURT,


J.



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 4/25/06

X You are responsible for serving all appropriate parties.

_____ The Prothonotary's office has provided service to the following parties:

_____ Plaintiff(s)/Attorney(s)

_____ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Steve Grove

vs.

Charles Stiner

05-344-CD

Charles Stiner

vs.

Steve Grove

05-344-CD

FILED Notice to
01/31/06 Atty:
MAY 04 2006 Kasabick
Wood
William A. Shaw
Prothonotary/Clerk of Courts

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 4th day of May, 2006, 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.

Dwight L. Koerber, Jr., Esq.

Barbara J. Hugney-Shope, Esq.

Christopher J. Shaw, Esq.

Dwight L. Koerber, Jr.
Chairman
Barbara J. Hugney-Shope
Christopher J. Shaw

Sworn to and subscribed before me this

4th day of May, 2006

William A. Shaw
Prothonotary

AWARD OF ARBITRATORS

Now, this 4th day of May, 2006, 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:

- ① On Grove complaint, Grove has failed to show full compliance with 11/9/04 contract and is entitled to no further payment. Complaint denied and Judgment for Stiner.
- ② On Stiner complaint, Certificate of Approval shows that Grove's work was approved under pertinent standards, with any deficiency for costers offset by *William A. Shaw* Chairman. Payment of \$1000 from 11/9/04 contract. Judgment for Grove. Complaint denied.
- Barbara J. Hugney-Shope*
Christopher J. Shaw

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 4th day of May, 2006, 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

William A. Shaw
Prothonotary
By _____

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

Steve Grove

Vs.

05-344-CD

Charles Stiner

Charles Stiner

Vs.

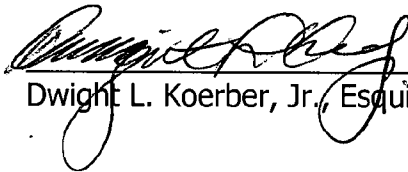
05-344-CD

Steve Grove

Award of Arbitrators

1. On Grove complaint, Grove has failed to show full compliance with 11/09/04 contract and is entitled to no further payment. Complaint denied and judgment for Stiner.

2. On Stiner complaint, Certificate of Approval shows that Grove's work was approved under pertinent standards with any deficiency for footers offset by nonpayment of \$1,000.00 from 11/09/04 contract. Judgment for Grove. Complaint denied.

 5/04/06
Dwight L. Koerber, Jr., Esquire

Steven F. Grove

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.
Charles Stiner

: No. 2005-00344-CD

Charles Stiner

:

Vs.
Steve Grove

: No. 2005-00344-CD



CC. Y

NOTICE OF AWARD

TO: GIRARD KASUBICK, ESQ.
ANN B. WOOD, ESQ.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 4, 2006, and have awarded:

1. On Grove complaint, Grove has failed to show full compliance with 11/09/04 contract and is entitled to no further payment. Complaint denied and judgment for Stiner.
2. On Stiner complaint, Certificate of Approval shows that Grove's work was approved under pertinent standards with any deficiency for footers offset by nonpayment of \$1,000.00 from 11/09/04 contract. Judgment for Grove. Complaint denied.

William A. Shaw

Prothonotary

By

May 4, 2006

Date

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

Steven F. Grove

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2005-00344-CD

Charles Stiner

Charles Stiner

:

Vs.

: No. 2005-00344-CD

Steve Grove

CC: Y

NOTICE OF AWARD

TO: GIRARD KASUBICK, ESQ.
ANN B. WOOD, ESQ.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 4, 2006, and have awarded:

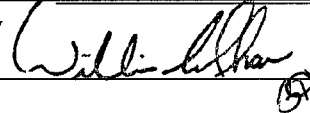
1. On Grove complaint, Grove has failed to show full compliance with 11/09/04 contract and is entitled to no further payment. Complaint denied and judgment for Stiner.

2. On Stiner complaint, Certificate of Approval shows that Grove's work was approved under pertinent standards with any deficiency for footers offset by nonpayment of \$1,000.00 from 11/09/04 contract. Judgment for Grove. Complaint denied.

William A. Shaw

Prothonotary

By



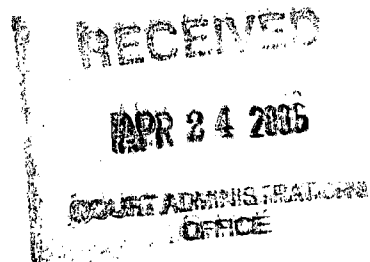
May 4, 2006

Date

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

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

STEVE GROVE,	:	No.: 05-344-CD
Plaintiff	:	
vs.	:	Type of Case: Civil
	:	Type of Pleading:
	:	Pre-Trial Statement
CHARLES STINER,	:	Filed on Behalf of:
Defendant	:	Steve Grove
	:	
*****	:	Counsel of Record for
	:	This Party:
CHARLES STINER,	:	Girard Kasubick, Esq.
Plaintiff	:	Supreme Court No. 30109
vs.	:	LEHMAN & KASUBICK
	:	611 Brisbin Street
	:	Houtzdale, PA 16651
STEVE GROVE,	:	(814) 378-7840
Defendant	:	



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

STEVE GROVE,	:	
Plaintiff	:	
	:	No. 05-344-CD
vs.	:	Complaint
	:	
CHARLES STINER,	:	
Defendant	:	
	:	
*****	:	
	:	
CHARLES STINER,	:	
Plaintiff	:	
	:	No. 05-344-CD
vs.	:	Cross-Complaint
	:	
STEVE GROVE,	:	
Defendant	:	

PRE-TRIAL STATEMENT

AND, NOW comes, Steve Grove, by and through his attorney, Girard Kasubick, Esquire, and files the following Pre-Trial Statement under 46 J.D.R.C.P. 1306A:

1. **Statement of the Case:**

On November 9, 2004, the parties entered into a contract for Steve Grove to construct an 8 foot by 24 foot deck to the residence of Charles Stiner in Beccaria Township, Clearfield County, Pennsylvania.

Steve Grove submitted a proposal to do so for the price of Three Thousand (\$3,000.00) Dollars, and

Charles Stiner in his pleadings has admitted to this amount.

Charles Stiner alleges that the construction was not done in a proper and workmanlike manner under the standards of the Pennsylvania Uniform Commercial Code. Steve Grove avers that after delays caused by Mr. Stiner he has completed the work on the deck properly.

2. **Citation of Applicable Cases or Statutes:**

General contract law applies in this case.

3. **List of Witnesses:**

Steve Grove
515 Pruner Street, Apt. #5
Osceola Mills, PA 16666

Sherry Grove
515 Pruner Street, Apt. #5
Osceola Mills, PA 16666

David Royer
107 Frenchtown Trailer Court
Osceola Mills, PA 16666

4. **Statement of Damages:**

On the Complaint Steve Grove has been paid Two Thousand (\$2,000.00) Dollars, but is still owed One Thousand (\$1,000.00) Dollars under the contract. Attached hereto is a copy of the proposal/contract given to Mr. Stiner.

On the Cross-Complaint, Steve Grove's position is that he owes nothing and the work was completed in a

workmanlike manner and that no damages should be awarded Charles Stiner to replace the deck.

5. **Exhibits:**

Steve Grove intends to submit the original proposal or contract, the January 27, 2005 certificate of Brian Wruble, attached hereto, and some photographs of the deck.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script, appearing to read "Girard Kasubick", written over a horizontal line.

Girard Kasubick, Esq.,
Attorney for Steve Grove

Proposal

Page No. 1of Pages 1**PROPOSAL SUBMITTED TO:**DATE: 11/9/04NAME: Chuck Stew

JOB NAME:

STREET:

STREET:

CITY: IrwanaCITY: IrwanaSTATE: PASTATE: PA

ARCHITECT:

DATE OF PLANS:

We hereby submit specifications and estimates for:

12
24 to 28

To Build a 3ft x 24ft. deck out of treated lumber. Railing w/ 2x2 Balusters around on 3 sides.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of

Three Thousand dollars (\$ 3000.00) with payment to be made as follows:\$2000.00 down and the remaining Bal. 1000.00 when job is complete.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 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. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Chuck Stew**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 _____

Date _____

Signature _____

NOTE: This Proposal may be withdrawn by us if not accepted within _____ days.

CERTIFICATE

Permit No. MCB 74-05

Guardian Inspection Services, Inc.
Construction Code Consulting, Enforcement & Administration

Work Site: P.O. BOX 246 ROSE ST.
Owner: CHARLES STINER
Address: P.O. BOX 246
IRVONA, PA 16656
Telephone: (814) 672-4271
Contractor: STEVE GROVE CONST.
Address: 515 PRUNER ST.
OSCEOLA MILLS, PA 16666
Telephone: (814) 339-7209
Financial Institution:
Address:
Telephone:

Use Group: R3
Construction Classification:
Occupant Load: DECK
Description:
Sprinkler System:
Date Issued: 1/27/2005

Building X
Electric
Plumbing/Mechanical
Fire
Demolition

Temporary Certificate of Occupancy/Compliance

This serves notice that the following conditions must be met within _____ days or the owner may be subject to fine or order to vacate.


X Certificate of Approval

This serves notice that the work completed has been constructed or installed in accordance with the enforced construction building code and is approved. If this permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

Certificate of Compliance/Continued Occupancy

This serves notice that based on general inspection of the visible parts of the structure there are no imminent hazards and the structure is approved for continued occupancy.

THIS CERTIFICATE IS FOR APPROVAL OF STRUCTURAL ONLY
ALL REQUIRED INSPECTIONS WERE NOT CONDUCTED DUE TO
THE FACT THAT THIS PERMIT WAS OBTAINED AFTER
CONSTRUCTION COMMENCED


Brian S. Wruble, Designated Building Inspector
Guardian Inspection Services, Inc.

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

STEVE GROVE,	:	
Plaintiff	:	
	:	No. 05-344-CD
vs.	:	Complaint
	:	
CHARLES STINER,	:	
Defendant	:	
	:	
*****	:	
	:	
CHARLES STINER,	:	
Plaintiff	:	
	:	No. 05-344-CD
vs.	:	Cross-Complaint
	:	
STEVE GROVE,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that I, Girard Kasubick, Esq., forwarded a copy of Pre-Trial Statement to Ann B. Wood, Esq., counsel of record for Charles Stiner and to the appointed Arbitrators listed below by United States mail, postage prepaid on the 24th day of April, 2006, and by personal delivery to the Court Administrator's Office at the following addresses:

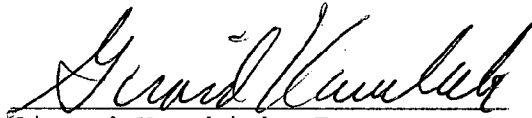
Ann B. Wood, Esq.
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

Dwight L. Koerber, Jr., Esq., Chairman - Arbitrator
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

Barbara J. Hugney-Shope, Esq. - Arbitrator
23 North Second Street
Clearfield, PA 16830

Christopher J. Shaw, Esq. - Arbitrator
41 East Main Street
Skysville, PA 15865

Office of Court Administrator
Clearfield County Courthouse
230 East Market Street
Suite 228
Clearfield, PA 16830


Girard Kasubick, Esq.,
Attorney for Steve Grove

Law Offices
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830
e-mail: bswlaw @pennswoods.net
Writer's direct e-mail: annwood@pennswoods.net

RICHARD A. BELL
ANN B. WOOD
F. CORTEZ BELL, III

(814) 765-5537
fax (814) 765-9730

PAUL SILBERBLATT 1954-1985
F. CORTEZ BELL, JR. 1954-2002

OF COUNSEL:
DANIEL C. BELL

April 11, 2006

RE: Charles Stiner, Plaintiff
vs. Steve Grove, Defendant
No.05-344-CD

Ronda J. Wisor
Deputy Court Administrator
CLEARFIELD COUNTY COURTHOUSE
230 East Market Street
Clearfield, PA 16830

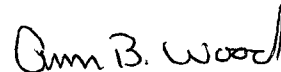
Dear Marcy:

Enclosed please find the original of Plaintiff's Arbitration Pre-Trial Statement with reference to the above captioned matter.

By copy of this letter, I am forwarding a copy of same to opposing counsel and the Board of Arbitrators.

Very truly yours,

BELL, SILBERBLATT & WOOD



Ann B. Wood

ABW/nms
Enclosure

cc: Girard Kasubick, Esquire
Dwight L. Koerber, Jr., Chairman
Barbara J. Hugney-Shope, Esquire
Christopher J. Shaw, Esquire
Charles Stiner

RECEIVED

APR 11 2006

COUNTY ADMINISTRATOR'S
OFFICE

HAND DELIVERED

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

CHARLES STINER

Plaintiff

VS.

STEVE GROVE,

Defendant

: NO. 05-344-CD
:
: Type of Case:
:
: Type of Pleading:
:
: ARBITRATION PRE-TRIAL STATEMENT
:
:
: Filed on Behalf of:
: Charles Stiner, Plaintiff
:
: Counsel of Record for this
: Party:
:
: Ann B. Wood, Esquire
:
: Supreme Court No. 23364
:
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
:
: (814) 765-5537

RECEIVED

APR 11 2006

COURT ADMINISTRATIVE
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
Civil Division

CHARLES STINER,	:	No.05-344-CD
Plaintiff	:	
	:	
vs.	:	
	:	
STEVE GROVE,	:	
	:	
Defendant	:	
	:	

ARBITRATION PRE-TRIAL STATEMENT

AND NOW COMES the Plaintiff, Charles Stiner, and sets the following
Pre-Trial Statement pursuant to Rule 1306(A):

A. STATEMENT

The present matter arises out of a contract between Plaintiff, Charles Stiner, and the Defendant, Steve Grove, for the construction of a deck to be built out of treated lumber at the Stiner residence. The contract price was Three Thousand (\$3,000.00) Dollars, Two Thousand (\$2,000.00) Dollars of which was paid up front.

Defendant, Steve Grove, constructed a deck during the weekend of November 13th and 14th, 2004, having failed to secure the appropriate Building Permit prior to construction. The Building Inspector made numerous trips to inspect the structure and finally issued a Certificate noting that it was structural

only as all required inspections could not be performed because of Defendant proceeding with construction prior to the Inspector being present. Plaintiff claims the Defendant failed to construct the deck within the standards of the Pennsylvania Uniform Construction Code and good building practices. Plaintiff claimed he was unable to find another contractor willing to make repairs to the existing structure and has been advised that it would be necessary to remove the existing structure and totally replace the same.

The Defendant, Steve Grove, also has a claim filed to this same Term and Number for the One Thousand (\$1,000.00) Dollar outstanding balance he claims is due to him under the original construction contract.

B. APPLICABLE CASES OR STATUTES

Pennsylvania Construction Code Act 53 P.S. § 7210.101 et seq.
and Regulations adopted thereunder

C. WITNESSES

1. Charles Stiner
2. Brian S. Wruble

D. STATEMENT OF DAMAGES

A copy of the estimated repairs and replacement in the amount of Two Thousand Nine Hundred Eight-Five Dollars and Forty-Two Cents (\$2,985.42) is attached.

E. EXHIBITS

In addition to the repair estimate listed above, Plaintiffs intend to offer photographs of the deck construction and damage to the residence. Plaintiff also intends to submit copies of the original contract with Defendant, Steve Grove. Plaintiff also intends to offer certain correspondence issued by Brian S. Wruble, Building Inspector.

BELL, SILBERBLATT & WOOD

By:



Ann B. Wood, Esquire
Attorney for Plaintiffs

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

CHARLES STINER,	:	No.05-344-CD
Plaintiff	:	
	:	
vs.	:	
	:	
STEVE GROVE,	:	
	:	
Defendant	:	
	:	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Plaintiff's ARBITRATION PRE-TRIAL STATEMENT with reference to the above matter has been served upon the following parties by mailing a true and correct copy of same to them by United States First Class Mail, postage prepaid, addressed as follows on April 11, 2006

Girard Kasubick, Esquire -Attorney for Defendant
611 Brisbin Street
Houtzdale, PA 16651

Dwight L. Koerber, Jr., Esquire, Chairman - Arbitrator
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

Barbara J. Hugney-Shope, Esquire - Arbitrator
23 North Second Street
Clearfield, PA 16830

Christopher J. Shaw, Esquire - Arbitrator
41 East Main Street
Skysville, PA 15865

BELL, SILBERBLATT & WOOD
By:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Plaintiff

PROPOSAL

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RENAISSANCE CONSTRUCTION

P.O. Box 34
1817 Beaver Valley Road
FLINTON, PENNSYLVANIA 16640
(814) 687-3120 (814) 949-0463

PROPOSAL SUBMITTED TO Chuck Steiner	PHONE 672-4271	DATE 1-15-05
STREET 944 Rose Rd	JOB NAME Deck	
CITY, STATE and ZIP CODE Texas Pa	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for: **Tear down and removal of existing deck structure and construction of new 8'x24' deck as specified in drawings.**

Material and labor:	12	2x4x8 T @ 3.29	=	39.48
	4	6x6x16 T @ 39.84	=	159.36
	1	6x6x12 T @ 28.20	=	28.20
	6	2x4x9 T @ 4.65	=	27.90
	6	2x4x12 T @ 6.89	=	41.34
	50	2x2x8 T bellchise @ 2.79	=	139.50
	10	2x10x8 T @ 19.68	=	196.80
	16	2x10x12 T @ 21.60	=	345.60
	50	5/4"x2' deck boards @ 7.45	=	372.50
		joist hangers nails lags	=	120.00
		galv 12-0 screws	=	25.00
		flashing	=	
				<u>1495.68</u>
				89.74 tax
				<u>1585.42</u>
				1000.00
				<u>2585.42</u>
				400.00
				<u>2985.42</u>

Labor to construct

Labor to tear down old one

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

two thousand nine hundred eighty five and 42/100 dollars (\$ 2985.42)

Payment to be made as follows:

1500.00 deposit to start job

1485.42 balance upon satisfactory completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 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. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within

90 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.

Date of Acceptance: _____

Signature _____