

07-630-CD
Carpenters Comb. Vs Cen-Clear al

Carpenters vs Cen-Clear Child Services
2007-630-CD

3:10 P.M.

Appeal Docket Sheet

Docket Number: 1779 WDA 2009

Page 1 of 2

October 27, 2009

Secure



CAPTION

Carpenters Combined Funds, Inc.

Appellant

v.

Cen-Clear Child Services, Inc.

07-630-CD

CASE INFORMATION

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: October 21, 2009 Awaiting Original Record

Journal Number:

Case Category: Civil

Case Type(s): Mechanic's Lien

CONSOLIDATED CASES

RELATED CASES

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement

Next Event Due Date: November 10, 2009

Next Event Type: Original Record Received

Next Event Due Date: December 21, 2009

COUNSEL INFORMATION

Appellant Carpenters Combined Funds, Inc.

Pro Se: No Appoint Counsel Status: Represented

IFP Status: No

Attorney: Lee, Kenneth Weller

Bar No: 050016

Address: 111 N Front St

PO Box 889

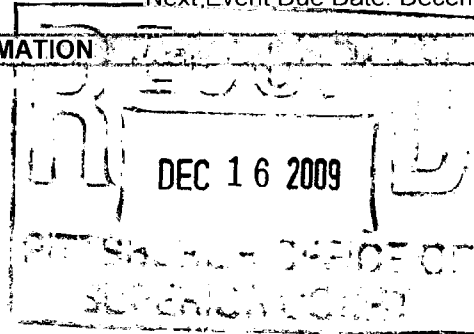
Harrisburg, PA 17108-0889

Phone No: (717) 234-4121

Fax No: (717) 232-6802

Receive Mail: Yes

Receive Email: No EMail Address: klee@tuckerlaw.com



Appellee Cen-Clear Child Services, Inc.,

Pro Se: No Appoint Counsel Status: Represented

IFP Status:

Attorney: Mason, David Charles

Bar No: 039180

Address: 409 N Front St

PO Box 28

Philipsburg, PA 16866

Phone No: (814) 342-2240

Fax No: (814) 342-5318

Receive Mail: Yes

Receive Email: No EMail Address:

FILED

OCT 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

Record - 1 part

20

1779 WDA 2009

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 1779 WDA 2009

Page 2 of 2

October 27, 2009

Secure



FEE INFORMATION

Date	Name	Receipt Number	Fee Amt	Paid Amt
10/21/2009	Notice of Appeal	2009-SPR-W-001017 \$	60.00 \$	60.00

AGENCY/TRIAL COURT INFORMATION

Court Below:	Clearfield County Court of Common Pleas		
County:	Clearfield	Division:	Clearfield County Civil Division
Order Appealed From:	September 23, 2009	Judicial District:	46
Documents Received:	October 22, 2009	Notice of Appeal Filed:	October 21, 2009
Order Type:	Order Entered		
Judge, Title:	Ammerman, Fredric J., President Judge		
	Lower Court Docket No		OTN
	No. 07-630-CD		

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description
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Date of Remand of Record:

BRIEFING SCHEDULE

None

None

DOCKET ENTRY

Filed Date	Docket Entry	Participant Type	Filed By
October 21, 2009	Notice of Appeal Docketed	Appellant	Carpenters Combined Funds, Inc.
October 27, 2009	Docketing Statement Exited (Civil)		

Western District Filing Office

CERTIFICATE AND TRANSMITTAL OF RECORD UNDER PENNSYLVANIA
RULE OF APPELLATE PROCEDURE 1931(c)

To the Prothonotary of the Appellate Court to which the within matter has been appealed:

THE UNDERSIGNED, Clerk (or Prothonotary) of the Court of Common Pleas of Clearfield County, the said Court being a court of record, does hereby certify that annexed hereto is a true and correct copy of the whole and entire record, including an opinion of the Court as required by Pa. R.A.P. 1925, the original papers and exhibits, if any, on file, the transcript of the proceeding, if any, and the docket entries in the following matter:

07-630-CD
Carpenters Combined Funds, Inc.
Vs.
Cen-Clear Child Services, Inc.

In compliance with Pa. R.A.P. 1931 (c).

The documents comprising the record have been numbered from **No. 1** to 22, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is December 15, 2009.


William A. Shaw
Prothonotary/Clerk of Courts

(seal)

Date: 12/15/2009

Time: 09:11 AM

Page 1 of 2

Clerk of the Court
Cleared County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2007-00630-CD

Current Judge: Fredric Joseph Ammerman

Carpenters Combined Funds, Inc. vs. Cen-Clear Child Services, Inc.

Mechanical Liens

Date		Judge
4/23/2007	New Case Filed.	No Judge
	Filing: Statement of Mechanics' Lien Paid by: Lee, Kenneth W. Esquire Receipt number: 1918683 Dated: 4/23/2007 Amount: \$85.00 (Check) 1CC Atty. Re: 1633 Phillipsburg Bigler Highway, Rt. 322 E, Decatur Township.	No Judge
5/11/2007	Sheriff Return, May 9, 2007 at 2:15 pm Served the within Notice of Filing of Mechanic's Lien; Statement on Ce-Clear Child Services Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Arensberg \$33.62	No Judge
5/18/2007	Praeipce For Entry of Appearance, filed by Atty. David Mason 1 cert. to Atty. Enter my appearance on the behalf of Cen-Clear Child Services, Inc.	No Judge
7/5/2007	Amended Sheriff's Return, filed NOW, July 5, 2007 Change sheriff costs from \$23.62 to 33.52	No Judge
9/7/2007	Preliminary Objections to Mechanics' Lien Motion to Strike, filed by s/ David C. Mason, Esquire. 2CC Atty.	No Judge
	Certificate of Service, filed. Served a true and correct copy of the Preliminar Objections to Mechanics' Lien Motion to Strike, filed in the above captioned matter on Kenneth W. Lee Esq., filed by s/ David C. Mason Esq. 2CC Atty.	No Judge
4/22/2009	Complaint to Enforce Mechanics' Lien Claim, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee	No Judge
5/20/2009	Verification to Complaint to Enforce Mechanics' Lien Claim, filed by s/ Kenneth W. Lee, Esquire. No CC	No Judge
6/24/2009	Motion For Enlargement of Time, filed by s/ David C. Mason, Esquire. 3CC Atty. Mason	No Judge
6/29/2009	Rule Returnable, AND NOW, this 29th day of June, 2009, upon consideratic of the within Motion, Ordered that: Rule issued. Argument shall be held September 4, 2009, at 1:30 p.m. (See Original for further details). BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorney Mason	Fredric Joseph Ammerman
7/28/2009	Order, this 28th day of July, 2009, upon agreement of the parties, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. Cc to Attys: Lee, Mason	Fredric Joseph Ammerman
8/21/2009	Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice of Claim, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee.	Fredric Joseph Ammerman
	Claimant's Answer to Owner's Preliminary Objections to Mechanic's Lien Motion to Strike, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee.	Fredric Joseph Ammerman
8/24/2009	Order, this 25th day of August, 2009, argument on Plaintiff's Motion to Strike Owner's Preliminary Objections as to Failure to Provide Prelimnary Notice o Claim is scheduled for the 4th of Sept., 2009 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC to Atty.	Fredric Joseph Ammerman
9/4/2009	Acceptance of Service, filed. I accept service of the Complaint to Enforce Mechanics' Lien Claim on behalf of Cen-Clear Child Services, Inc., and certi that I am authorized to do so, signed by s/ David C. Mason Esq., filed by s/ Kenneth W. Lee Esq. 3CC Atty Lee.	Fredric Joseph Ammerman
	Affidavit of Service filed. On August 26, 2009 caused a copy of this Court's Order, dated August 25, 2009 to be served upon Cen-Clear Child Services Inc. via first class mail and via facsimile to David C. Mason Esq., filed by s/ Kenneth W. Lee Esq. 3CC Atty Lee.	Fredric Joseph Ammerman

Date: 12/15/2009

Time: 09:11 AM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2007-00630-CD

Current Judge: Fredric Joseph Ammerman

Carpenters Combined Funds, Inc. vs. Cen-Clear Child Services, Inc.

Mechanical Liens

Date		Judge
9/23/2009	Opinion and Order, NOW, this 23rd day of Sept., 2009, upon consideration of the Parties' oral arguments and briefs, it is the Opinion of this Court that the Defendant's Preliminary Objection as to the standing of the Claimant is GRANTED and the Plaintiff's Statement of Mechanicals' Lien Claim is hereby DISMISSED. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lee, Mason; 1CC D. Mikesell, Law Library	Fredric Joseph Ammerman
10/21/2009	Filing: Appeal to High Court Paid by: Lee, Kenneth W. (attorney for Carpenters Combined Funds, Inc.) Receipt number: 1931771 Dated: 10/21/2009 Amount: \$50.00 (Check) For: Carpenters Combined Funds, Inc (plaintiff) Filed by s/ Kenneth W. Lee, Esquire. 3CC atty. Lee; 1CC w/ \$60.00 check to Superior Court	Fredric Joseph Ammerman
10/27/2009	Order, this 23rd of Oct., 2009, this Court having been notified of Appeal to the Superior Court of Penna., Plaintiff must file a concise statement of the matters complained of on said Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; Lee, Mason	Fredric Joseph Ammerman
10/29/2009	Appeal Docket Sheet, filed. No CC Docket Number: 1779 WDA 2009	Fredric Joseph Ammerman
11/13/2009	Concise Statement of Matters Complained of on Appeal of Carpenters Combined Funds, Inc., filed by s/ Kenneth W. Lee, Esquire. 2CC Atty. Lee	Fredric Joseph Ammerman
12/15/2009	December 15, 2009, Mailed Appeal to Superior Court. December 15, 2009, Letters, Re: Notification of mailing appeal mailed to Kenneth W. Lee, Esq. and David C. Mason, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	Fredric Joseph Ammerman

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

DEC 15 2009

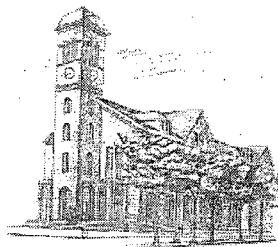
Attest.

William A. Brown
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 07-630-CD
Carpenters Combined Funds, Inc.
Vs.
Cen-Clear Child Services, Inc.

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	04/23/07	Statement of Mechanics' Lien Claim	48
02	05/11/07	Sheriff Return	03
03	05/18/07	Praecipe for Entry of Appearance	02
04	07/05/07	Amended Sheriff's Return	01
05	09/07/07	Preliminary Objections to Mechanics' Lien Motion to Strike	05
06	09/07/07	Certificate of Service, Re: Preliminary Objections	02
07	04/22/09	Complaint to Enforce Mechanics' Lien Claim	53
08	05/20/09	Verification to Complaint to Enforce Mechanics' Lien Claim	04
09	06/24/09	Motion for Enlargement of Time	07
10	06/29/09	Rule Returnable	01
11	07/28/09	Order, Re: parties agreement	01
12	08/21/09	Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice of Claim	07
13	08/21/09	Claimant's Answer to Owner's Preliminary Objections to Mechanic's Lien Motion to Strike	05
14	08/24/09	Order, Re: argument scheduled	01
15	09/04/09	Acceptance of Service	03
16	09/04/09	Affidavit of Service	03
17	09/23/09	Opinion and Order	05
18	10/21/09	Appeal to High Court	10
19	10/27/09	Order, Re: Concise statement to be filed	01
20	10/29/09	Appeal Docket Sheet, 1779 WDA 2009	02
21	11/13/09	Concise Statement of Matters Complained of on Appeal	08
22	12/15/09	Letters, Re: Notification of mailing appeal mailed to Kenneth W. Lee, Esq. and David C. Mason, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c)	04



COPY

Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

Fredric J. Ammerman, President Judge
Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

Kenneth W. Lee, Esq.
111 North Front Street
PO Box 889
Harrisburg, PA 17108-0889

David C. Mason, Esq.
PO Box 28
409 North Front Street
Philipsburg, PA 16866

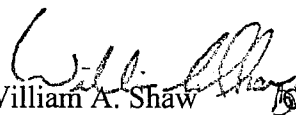
Carpenters Combined Funds, Inc.
Vs.
Cen-Clear Child Services, Inc.

Court No. 07-630-CD; Superior Court No. 1779 WDA 2009

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on December 15, 2009.

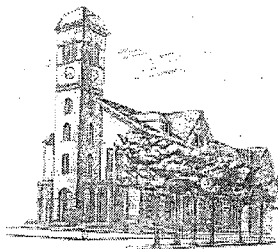
Sincerely,


William A. Shaw
Prothonotary/Clerk of Courts

FILED
07/19/08/26/11
DEC 15 2009


William A. Shaw
Prothonotary/Clerk of Courts

#22



COPY

Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

Fredric J. Ammerman, President Judge
Court of Common Pleas
230 E. Market Street
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Kenneth W. Lee, Esq.
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PO Box 889
Harrisburg, PA 17108-0889

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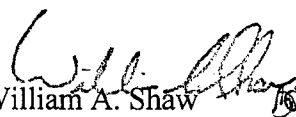
Carpenters Combined Funds, Inc.
Vs.
Cen-Clear Child Services, Inc.

Court No. 07-630-CD; Superior Court No. 1779 WDA 2009

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on December 15, 2009.

Sincerely,


William A. Shaw
Prothonotary/Clerk of Courts

FILED
07/9:08/67
DEC 15 2009

 William A. Shaw
Prothonotary/Clerk of Courts

#22

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 07-630-CD
Carpenters Combined Funds, Inc.
Vs.
Cen-Clear Child Services, Inc.

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14	08/24/09	Order, Re: argument scheduled	01
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18	10/21/09	Appeal to High Court	10
19	10/27/09	Order, Re: Concise statement to be filed	01
20	10/29/09	Appeal Docket Sheet, 1779 WDA 2009	02
21	11/13/09	Concise Statement of Matters Complained of on Appeal	08

Date: 12/15/2009

Time: 08:54 AM

Page 1 of 2

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2007-00630-CD

Current Judge: Fredric Joseph Ammerman

Carpenters Combined Funds, Inc. vs. Cen-Clear Child Services, Inc.

Mechanical Liens

Date		Judge
1/23/2007	New Case Filed.	No Judge
	Filing: Statement of Mechanics' Lien Paid by: Lee, Kenneth W. Esquire Receipt number: 1918683 Dated: 4/23/2007 Amount: \$85.00 (Check) 1CC Atty. Re: 1633 Phillipsburg Bigler Highway, Rt. 322 E, Decatur Township.	No Judge
5/11/2007	Sheriff Return, May 9, 2007 at 2:15 pm Served the within Notice of Filing of Mechanic's Lien; Statement on Ce-Clear Child Services Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Arensberg \$33.62	No Judge
5/18/2007	Praeipce For Entry of Appearance, filed by Atty. David Mason 1 cert. to Atty. Enter my appearance on the behalf of Cen-Clear Child Services, Inc.	No Judge
7/5/2007	Amended Sheriff's Return, filed NOW, July 5, 2007 Change sheriff costs from \$23.62 to 33.52	No Judge
1/7/2007	Preliminary Objections to Mechanics' Lien Motion to Strike, filed by s/ David C. Mason, Esquire. 2CC Atty. Certificate of Service, filed. Served a true and correct copy of the Preliminar Objections to Mechanics' Lien Motion to Strike, filed in the above captioned matter on Kenneth W. Lee Esq., filed by s/ David C. Mason Esq. 2CC Atty.	No Judge
1/22/2009	Complaint to Enforce Mechanics' Lien Claim, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee	No Judge
1/20/2009	Verification to Complaint to Enforce Mechanics' Lien Claim, filed by s/ Kenneth W. Lee, Esquire. No CC	No Judge
1/24/2009	Motion For Enlargement of Time, filed by s/ David C. Mason, Esquire. 3CC Atty. Mason	No Judge
1/29/2009	Rule Returnable, AND NOW, this 29th day of June, 2009, upon consideratic of the within Motion, Ordered that: Rule issued. Argument shall be held September 4, 2009, at 1:30 p.m. (See Original for further details). BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorney Mason	Fredric Joseph Ammerman
7/28/2009	Order, this 28th day of July, 2009, upon agreement of the parties, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. Cc to Attys: Lee, Mason	Fredric Joseph Ammerman
1/21/2009	Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice of Claim, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee. Claimant's Answer to Owner's Preliminary Objections to Mechanic's Lien Motion to Strike, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee.	Fredric Joseph Ammerman
1/24/2009	Order, this 25th day of August, 2009, argument on Plaintiff's Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice o Claim is scheduled for the 4th of Sept., 2009 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC to Atty.	Fredric Joseph Ammerman
1/4/2009	Acceptance of Service, filed. I accept service of the Complaint to Enforce Mechanics' Lien Claim on behalf of Cen-Clear Child Services, Inc., and certi that I am authorized to do so, signed by s/ David C. Mason Esq., filed by s/ Kenneth W. Lee Esq. 3CC Atty Lee. Affidavit of Service filed. On August 26, 2009 caused a copy of this Court's Order, dated August 25, 2009 to be served upon Cen-Clear Child Services Inc. via first class mail and via facsimile to David C. Mason Esq., filed by s/ Kenneth W. Lee Esq. 3CC Atty Lee.	Fredric Joseph Ammerman

Date: 12/15/2009

Time: 08:54 AM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-00630-CD

User: BHUDSON

Current Judge: Fredric Joseph Ammerman

Carpenters Combined Funds, Inc. vs. Cen-Clear Child Services, Inc.

Mechanical Liens

Date	Judge	
9/23/2009	Opinion and Order, NOW, this 23rd day of Sept., 2009, upon consideration of the Parties' oral arguments and briefs, it is the Opinion of this Court that the Defendant's Preliminary Objection as to the standing of the Claimant is GRANTED and the Plaintiff's Statement of Mechanical Lien Claim is hereby DISMISSED. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lee, Mason; 1CC D. Mikesell, Law Library	Fredric Joseph Ammerman
10/21/2009	Filing: Appeal to High Court Paid by: Lee, Kenneth W. (attorney for Carpenters Combined Funds, Inc.) Receipt number: 1931771 Dated: 10/21/2009 Amount: \$50.00 (Check) For: Carpenters Combined Funds, Inc (plaintiff) Filed by s/ Kenneth W. Lee, Esquire. 3CC atty. Lee; 1CC w/ \$60.00 check to Superior Court	Fredric Joseph Ammerman
10/27/2009	Order, this 23rd of Oct., 2009, this Court having been notified of Appeal to the Superior Court of Penna., Plaintiff must file a concise statement of the matters complained of on said Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Lee, Mason	Fredric Joseph Ammerman
10/29/2009	Appeal Docket Sheet, filed. No CC Docket Number: 1779 WDA 2009	Fredric Joseph Ammerman
11/13/2009	Concise Statement of Matters Complaint of on Appeal of Carpenters Combined Funds, Inc., filed by s/ Kenneth W. Lee, Esquire. 2CC Atty. Lee	Fredric Joseph Ammerman

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

DEC 15 2009

Attest.

William A. Lee
Prothonotary/
Clerk of Courts

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

CARPENTERS COMBINED FUNDS, INC.)

Plaintiff/Claimant,)

vs.)

CEN-CLEAR CHILD SERVICES, INC.,)

Defendant/Owner or Reputed Owner.)

No.: 07-630-CD

**CONCISE STATEMENT OF MATTERS
COMPLAINED OF ON APPEAL OF
CARPENTERS COMBINED FUNDS, INC.,
PURSUANT TO Pa.R.A.P. 1925(b)**

Filed on behalf of Claimant
CARPENTERS COMBINED FUNDS, INC.

Counsel of Record for This Party:

TUCKER ARENSBERG, P.C.

Kenneth W. Lee
PA I.D. No. 50016

111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Telephone: (717) 234-4121
Facsimile: (717) 232-6802

FILED

NOV 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

#21

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

CARPENTERS COMBINED FUNDS, INC.	)	
	)	No.: 07-630-CD
	)	
Plaintiff/Claimant,	)	
	)	
vs.	)	
	)	
	)	
CEN-CLEAR CHILD SERVICES, INC.,	)	
	)	
	)	
Defendant/Owner or Reputed Owner.	)	

CONCISE STATEMENT OF MATTERS COMPLAINED
OF ON APPEAL OF CARPENTERS COMBINED FUNDS, INC.,
PURSUANT TO Pa.R.A.P. 1925(b)

AND NOW, comes Carpenters Combined Funds, Inc., by and through its attorneys, Tucker Arensberg, P.C., who files this Concise Statement of Matters Complained of on Appeal of Carpenters Combined Funds, Inc., Pursuant to Pa.R.A.P. 1925(b), and in support thereof states:

1. This Concise Statement is filed pursuant to this Court's Order dated October 23, 2009.
2. Cen-Clear Child Services, Inc. ("CCCS") and Penntex Construction Services ("Contractor") entered into an agreement whereby Contractor was to construct certain improvements upon CCCS' property.
3. Contractor was a signatory to a Collective Bargaining Agreement ("CBA") which set forth the terms and conditions of Contractor's employment of persons covered thereby

(hereinafter collectively referred to as "Members") including the wages and benefits Contractor was to pay to or on behalf of Members.

4. Pursuant to the CBA, the Trust Agreement incorporated therein, and the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C.A. § 1001 et seq., Carpenters Combined Funds, Inc. ("Funds") is the fiduciary agent (a) to whom Contractor was to pay benefits on behalf of Members and (b) to collect unpaid benefits on behalf of Members from Contractor or other signatories to the CBA.

5. Three (3) Members employed by Contractor for CCCS' project were not paid wages by Contractor in accordance with the CBA and filed Mechanics' Lien Claims against CCCS' property in the Court of Common Pleas of Clearfield County at docket numbers 07-631-CD, 07-632-CD and 07-636-CD.

6. The Funds also asserted a Mechanics' Lien Claim in the same Court at docket number 07-630-CD, seeking benefits not paid by Contractor pursuant to the CBA for several Members, including those which filed Mechanics' Lien Claims for wages.

7. CCCS filed Preliminary Objections to all of the Mechanics' Lien Claims.

8. This Court overruled CCCS' Preliminary Objections filed as to the Members' Mechanics' Lien Claims, true and correct copies of these Orders are attached hereto as Exhibits "1," "2," and "3," respectfully.

9. As to the Funds' Mechanics' Lien Claim, this Court sustained CCCS' Preliminary Objections and dismissed it by an Order entered September 23, 2009.

10. This Court erred as a matter of law in holding that the Funds is not a proper claimant under the Pennsylvania Mechanics' Lien Law, 49 P.S. §1101 et seq.

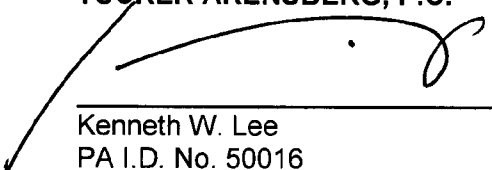
11. This Court erred as a matter of law in holding that the Funds as a fiduciary pursuant to the CBA, the Trust Agreements and/or ERISA, 29 U.S.C. § 1001 et seq., is not a

proper claimant on behalf of the Members under the Pennsylvania Mechanics' Lien Law, 49

P.S. § 1101 et seq.

12. This Court erred as a matter of law in holding that the Funds as agent on behalf of the Members is not a proper claimant under the Pennsylvania Mechanics' Lien Law, 49 P.S. § 1101 et seq., where the Members are held to be proper mechanics' lien claimants.

TUCKER ARENSBERG, P.C.



Kenneth W. Lee
PA I.D. No. 50016
111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Telephone: 717-234-4121
Facsimile: 717-232-6802

Dated: 11/12/09
110728 (010342 - 131000))

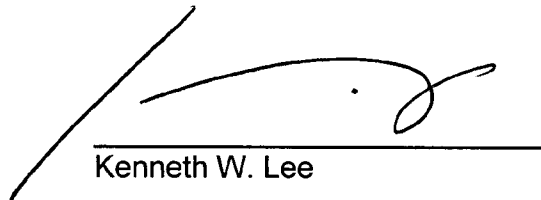
Attorneys for Defendants,
Carpenters Combined Funds, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, pursuant to Pennsylvania Rule of Appellate Procedure 121, that on this 12th day of November, 2009, a true and correct copy of the foregoing Concise Statement of Matters Complained of on Appeal of Carpenters Combined Funds, Inc., Pursuant to Pa.R.C.A.P. 1925(b), has been served upon the following parties by first class mail, postage prepaid, addressed as follows:

Honorable Fredric J. Ammerman
President Judge
Court of Common Pleas of Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

David C. Mason, Esquire
Mason Law Office
409 North Front Street
Philipsburg, PA 16866



Kenneth W. Lee

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

RAYMOND B. ONCEA,
Plaintiff/Claimant

vs.

NO. 07-631-CD

CEN-CLEAR CHILD SERVICES INC.,
Defendant/Owner

ORDER

AND NOW, this 23rd day of September 2009, upon consideration of the Parties' oral arguments and briefs, it is the ORDER of this Court as follows:

1. The Defendant's Preliminary Objection as to the standing of the Claimant is hereby DENIED.
2. The Defendant's Preliminary Objection to claimant's description of the work as insufficient is hereby DENIED.
3. The Defendant's Preliminary Objection that Claimant's failure to complete the work precludes protection under the Mechanic's Lien Law is hereby DENIED.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

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



SEP 23 2009

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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

JOHN W. SHIREY,

Plaintiff/Claimant

vs.

NO. 07-632-CD

CEN-CLEAR CHILD SERVICES INC.,

Defendant/Owner

ORDER

AND NOW, this 23rd day of September 2009, upon consideration of the Parties' oral arguments and briefs, it is the ORDER of this Court as follows:

1. The Defendant's Preliminary Objection as to the standing of the Claimant is hereby DENIED.
2. The Defendant's Preliminary Objection to claimant's description of the work as insufficient is hereby DENIED.
3. The Defendant's Preliminary Objection that Claimant's failure to complete the work precludes protection under the Mechanic's Lien Law is hereby DENIED.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN

President Judge

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

EXHIBIT

2

SEP 23 2009

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

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

LARRY B. SHIREY,

Plaintiff/Claimant

vs.

NO. 07-636-CD

CEN-CLEAR CHILD SERVICES INC.,

Defendant/Owner

ORDER

AND NOW, this 23 day of September 2009, upon consideration of the Parties' oral arguments and briefs, it is the ORDER of this Court as follows:

1. The Defendant's Preliminary Objection as to the standing of the Claimant is hereby DENIED.
2. The Defendant's Preliminary Objection to claimant's description of the work as insufficient is hereby DENIED.
3. The Defendant's Preliminary Objection that Claimant's failure to complete the work precludes protection under the Mechanic's Lien Law is hereby DENIED.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN

President Judge

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

SEP 23 2009



Attest,

William A. [Signature]
Prothonotary/
Clerk of Courts

3:11 P.M.

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 1779 WDA 2009

Page 1 of 2

October 27, 2009

Secure



CAPTION

Carpenters Combined Funds, Inc.

Appellant

v.

Cen-Clear Child Services, Inc.

07-630-CD

CASE INFORMATION

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: October 21, 2009 Awaiting Original Record

Journal Number:

Case Category: Civil Case Type(s): Mechanic's Lien

CONSOLIDATED CASES

RELATED CASES

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement

Next Event Due Date: November 10, 2009

Next Event Type: Original Record Received

Next Event Due Date: December 21, 2009

COUNSEL INFORMATION

Appellant Carpenters Combined Funds, Inc.

Pro Se: No Appoint Counsel Status: Represented

IFP Status: No

Attorney: Lee, Kenneth Weller

Bar No: 050016

Address: 111 N Front St

PO Box 889

Harrisburg, PA 17108-0889

Phone No: (717) 234-4121

Fax No: (717) 232-6802

Receive Mail: Yes

Receive EMail: No EMail Address: klee@tuckerlaw.com

Appellee Cen-Clear Child Services, Inc.,

Pro Se: No Appoint Counsel Status: Represented

IFP Status:

Attorney: Mason, David Charles

Bar No: 039180

Address: 409 N Front St

PO Box 28

Philipsburg, PA 16866

Phone No: (814) 342-2240

Fax No: (814) 342-5318

Receive Mail: Yes

Receive EMail: No EMail Address:

FILED
OCT 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

2009
2009

22

3:10 P.M.

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 1779 WDA 2009

Page 2 of 2

October 27, 2009

Secure



FEE INFORMATION

Date	Name	Receipt Number	Fee Amt	Paid Amt
10/21/2009	Notice of Appeal	2009-SPR-W-001017 \$	60.00 \$	60.00

AGENCY/TRIAL COURT INFORMATION

Court Below:	Clearfield County Court of Common Pleas	Division:	Clearfield County Civil Division
County:	Clearfield	Judicial District:	46
Order Appealed From:	September 23, 2009	Notice of Appeal Filed:	October 21, 2009
Documents Received:	October 22, 2009		
Order Type:	Order Entered		
Judge, Title:	Ammerman, Fredric J., President Judge		
Lower Court Docket No	No. 07-630-CD		OTN

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description
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Date of Remand of Record:

BRIEFING SCHEDULE

None

None

DOCKET ENTRY

Filed Date	Docket Entry	Participant Type	Filed By
October 21, 2009	Notice of Appeal Docketed	Appellant	Carpenters Combined Funds, Inc.

October 27, 2009 Docketing Statement Exited (Civil)

Western District Filing Office

CH

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

CARPENTERS COMBINED FUNDS, INC.,
Plaintiff

vs.

CEN-CLEAR CHILD SERVICES
Defendant

*
*
*
*
*
*

No. 07-630-CD

ORDER

NOW, this 23rd day of October, 2009, this Court having been notified of Appeal to the Superior Court of Pennsylvania in the above-captioned matter; it is the ORDER of this Court that Carpenters Combined Funds, Inc., Appellant, file a concise statement of the matters complained of on said Appeal no later than twenty-one (21) days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
OCT 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Anys:
Lee
Mason

GW

119

FILED

OCT 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/27/09

☐ You are responsible for serving all appropriate parties.
☒ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ☒ Plaintiff(s) Attorney ____ Other
____ Defendant(s) ☒ Defendant(s) Attorney
____ Special Instructions:

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

CARPENTERS COMBINED FUNDS, INC.)

) No.: 07-630-CD

) Plaintiff/Claimant,

) **NOTICE OF APPEAL**

) vs.

) CEN-CLEAR CHILD SERVICES, INC.,

) Filed on behalf of Claimant
) CARPENTERS COMBINED FUNDS, INC.

) Defendant/Owner or Reputed Owner.

) Counsel of Record for This Party:

) **TUCKER ARENSBERG, P.C.**

) Kenneth W. Lee
) PA I.D. No. 50016

) 111 North Front Street
) P.O. Box 889
) Harrisburg, PA 17108-0889
) Telephone: (717) 234-4121
) Facsimile: (717) 232-6802

^S **FILED** *Atty pd.*
m/12:42/01 *050.00*
OCT 21 2009 *3cc*
Atty Lee
William A. Shaw
Prothonotary/Clerk of Courts
1cc w/ \$60.00
Check to Sup Ct.
(60)

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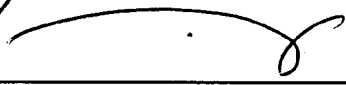
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARPENTERS COMBINED FUNDS, INC.	)	
	)	No.: 07-630-CD
	)	
Plaintiff/Claimant,	)	
	)	
vs.	)	
	)	
	)	
CEN-CLEAR CHILD SERVICES, INC.,	)	
	)	
	)	
Defendant/Owner or Reputed Owner.	)	

NOTICE OF APPEAL OF CARPENTERS COMBINED FUNDS, INC.

Notice is hereby given that, Carpenters Combined Funds, Inc., Defendant above named, hereby appeals to the Superior Court of Pennsylvania from the order entered in this matter on the 23rd day of September, 2009. This order has been entered in the docket as evidenced by the attached copy of the docket entry. I hereby certify that there is no verbatim record of the proceedings and no transcript of the record need be ordered.

TUCKER ARENSBERG, P.C.



Kenneth W. Lee
PA I.D. No. 50016
111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Telephone: 717-234-4121
Facsimile: 717-232-6802

Dated: 10/20/09
110305 (010342 - 131000))

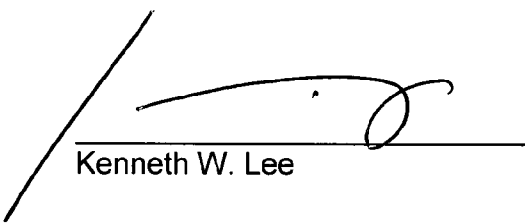
Attorneys for Defendants,
Carpenters Combined Funds, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, pursuant to Pennsylvania Rule of Appellate Procedure 906, that on this 20th day of October, 2009, a true and correct copy of the foregoing Notice of Appeal has been served upon the following parties by first class mail, postage prepaid, addressed as follows:

Honorable Fredric J. Ammerman
President Judge
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

David C. Mason, Esquire
Mason Law Office
409 North Front Street
Philipsburg, PA 16866



Kenneth W. Lee

Date: 10/19/2009

Time: 08:57 AM

Page 1 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-00630-CD

Current Judge: Fredric Joseph Ammerman

Carpenters Combined Funds, Inc. vs. Cen-Clear Child Services, Inc.

User: GLKNISLEY

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

OCT 19 2009

William A. Prothonotary/
Clerk of Courts

Mechanical Liens

Date		Attest. Judge
4/23/2007	New Case Filed. Filing: Statement of Mechanics' Lien Paid by: Lee, Kenneth W. Esquire Receipt number: 1918683 Dated: 4/23/2007 Amount: \$85.00 (Check) 1CC Atty. Re: 1633 Phillipsburg Bigler Highway, Rt. 322 E, Decatur Township.	No Judge No Judge
5/11/2007	Sheriff Return, May 9, 2007 at 2:15 pm Served the within Notice of Filing of Mechanic's Lien; Statement on Ce-Clear Child Services Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Arensberg \$33.62	No Judge
5/18/2007	Praecipe For Entry of Appearance, filed by Atty. David Mason 1 cert. to Atty. Enter my appearance on the behalf of Cen-Clear Child Services, Inc.	No Judge
7/5/2007	Amended Sheriff's Return, filed NOW, July 5, 2007 Change sheriff costs from \$23.62 to 33.52	No Judge
9/7/2007	Preliminary Objections to Mechanics' Lien Motion to Strike, filed by s/ David C. Mason, Esquire. 2CC Atty. Certificate of Service, filed. Served a true and correct copy of the Preliminar Objections to Mechanics' Lien Motion to Strike, filed in the above captioned matter on Kenneth W. Lee Esq., filed by s/ David C. Mason Esq. 2CC Atty.	No Judge No Judge
4/22/2009	Complaint to Enforce Mechanics' Lien Claim, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee	No Judge
5/20/2009	Verification to Complaint to Enforce Mechanics' Lien Claim, filed by s/ Kenneth W. Lee, Esquire. No CC	No Judge
6/24/2009	Motion For Enlargement of Time, filed by s/ David C. Mason, Esquire. 3CC Atty. Mason	No Judge
6/29/2009	Rule Returnable, AND NOW, this 29th day of June, 2009, upon consideratic of the within Motion, Ordered that: Rule issued. Argument shall be held September 4, 2009, at 1:30 p.m. (See Original for further details). BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorney Mason	Fredric Joseph Ammerman
7/28/2009	Order, this 28th day of July, 2009, upon agreement of the parties, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. Cc to Attys: Lee, Mason	Fredric Joseph Ammerman
8/21/2009	Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice of Claim, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee.	Fredric Joseph Ammerman
	Claimant's Answer to Owner's Preliminary Objections to Mechanic's Lien Motion to Strike, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee.	Fredric Joseph Ammerman
8/24/2009	Order, this 25th day of August, 2009, argument on Plaintiff's Motion to Strike Owner's Preliminary Objections as to Failure to Provide Prelimnary Notice o Claim is scheduled for the 4th of Sept., 2009 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC to Atty.	Fredric Joseph Ammerman
9/4/2009	Acceptance of Service, filed. I accept service of the Complaint to Enforce Mechanics' Lien Claim on behalf of Cen-Clear Child Services, Inc., and certi that I am authorized to do so, signed by s/ David C. Mason Esq., filed by s/ Kenneth W. Lee Esq. 3CC Atty Lee.	Fredric Joseph Ammerman
	Affidavit of Service filed. On August 26, 2009 caused a copy of this Court's Order, dated August 25, 2009 to be served upon Cen-Clear Child Services Inc. via first class mail and via facsimile to David C. Mason Esq., filed by s/ Kenneth W. Lee Esq. 3CC Atty Lee.	Fredric Joseph Ammerman

Date: 10/19/2009

Time: 08:57 AM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-00630-CD

Current Judge: Fredric Joseph Ammerman

Carpenters Combined Funds, Inc. vs. Cen-Clear Child Services, Inc.

User: GLKNISLEY

Mechanical Liens

Date

Judge

9/23/2009

Opinion and Order, NOW, this 23rd day of Sept., 2009, upon consideration of the Parties' oral arguments and briefs, it is the Opinion of this Court that the Defendant's Preliminary Objection as to the standing of the Claimant is GRANTED and the Plaintiff's Statement of Mechanicals' Lien Claim is hereby DISMISSED. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC
Attys: Lee, Mason; 1CC D. Mikesell, Law Library

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

CARPENTERS COMBINED
FUNDS, INC.,

Plaintiff/Claimant

vs.

NO. 07-630-CD

CEN-CLEAR CHILD SERVICES INC.,
Defendant/Owner

OPINION

Defendant/Owner Cen-Clear Child Services, Inc., (hereinafter "Cen-Clear") entered into a contract with Penntex Construction Services (hereinafter "Penntex") for the alteration of a structure on Cen-Clear's property located in Decatur Township, Clearfield County. Claimant Carpenters' Combined Funds, Inc., (hereinafter "Claimant") had a collective bargaining agreement (hereinafter "CBA") with Penntex for the benefit of the labor organization (hereinafter "union") and its members. Cen-Clear was unaware of the CBA.

Following a pay dispute between Penntex and the union members working on the Cen-Clear project, the members walked off the job on December 28, 2006. On March 14, 2007 Claimant mailed a Notice of Subcontractor to Owner of Intention to File a Mechanic's Lien, which was received by Owner, Cen-Clear, on March 19, 2007. Thereafter, on April 23, 2007, the Claimant filed its Mechanics' Lien Claim against Owner seeking recovery of \$7,017.59 worth of benefits it claimed should have been paid by Penntex to it for the benefit of its members. Owner served Notice on the Contractor, Penntex, of the receipt of these Claims and

of the Owner's intent to defend. PennTex never responded to the Notice. On September 7, 2007 Owner filed Preliminary Objections to Claimant's Mechanics' Lien Claims challenging the standing of the Claimant and asserting deficiencies in the filings.

The procedure governing the filing of a mechanic's lien claim is provided by the Mechanics' Lien Law of 1963, 49 P.S. §1101 *et seq.* The Mechanics' Lien Law of 1963 allows liens only for contractors and subcontractors who provide materials or furnish labor in the construction, alteration, or repair of an improvement to real estate. *King's Oak Liquidators v. Bala Cynwyd Hotel Associates*, 592 A.2d 101, 103 (Pa. Super. Ct. 1991). The Mechanics' Lien Law is a creature of statute in derogation of the common law, and any questions of interpretation should be resolved in favor of a strict, narrow construction. To effectuate a valid lien claim, the contractor or subcontractor must be in strict compliance with the requirements of the Mechanics' Lien Law. *Wentzel-Applewood Joint Venture v. 801 Mkt. St. Assocs., LP*, 878 A.2d 889, 892 (Pa. Super. Ct. 2005), *quoting Martin Stone Quarries, Inc. v. Robert M. Koffel Builders*, 786 A.2d 998, 1002 (Pa. Super. Ct. 2001) (citation omitted), *accord* 1 Pa.C.S.A. § 1928(a), Rule of strict and liberal construction. "A mechanics' lien is an extraordinary remedy, which should only be afforded to subcontractors who judiciously adhere to the requirements of the Mechanics' Lien Law, as an aggrieved subcontractor also has an action sounding in breach of contract." *Philadelphia Const. Services, LLC v. Domb*, 903 A.2d 1262, 1267 (Pa. Super. Ct. 2006). The language of the Mechanics' Lien Law is clear and unambiguous and, as such, must be construed pursuant to common usage. *See Friedman v. Grand Central Sanitation, Inc.*, 524 Pa. 270, 276, 571 A.2d 373, 376 (1990), *quoting* 1 Pa.C.S.A. § 1903(a), Words and phrases.

Section 1301 of the Mechanics' Lien Law, 49 P.S. §1301, permits either a "contractor or "subcontractor" to file a mechanics' lien claim. A "contractor" is one who has a contract, express or implied, with the Owner for the improvement. 49 P.S. §1201(4). A "subcontractor" is:

[o]ne who, by contract with the contractor, or pursuant to a contract with a subcontractor in direct privity of a contract with a contractor, express or implied, erects, constructs, alters or repairs an improvement or any part thereof; or furnishes labor, skill or superintendence thereto; or supplies or hauls materials, fixtures, machinery or equipment reasonably necessary for and actually used therein; or any or all of the foregoing, whether as superintendent, builder or materialman."

49 P.S. §1201(5).

Claimant here claims to be a "subcontractor" under the Mechanics' Lien Law. The Claimant had no contract with the Contractor, Penntex, related to the construction of improvements on Owner's lands. Claimant did not erect, construct, alter or repair any improvement on Owner's land. Also Claimant did not furnish labor, skill or superintendence to the renovation, nor did it supply or haul materials, fixtures, machinery or equipment for the work. Claimant cites precedent from other states¹ and precedent relating to the Pennsylvania Public Works Contractors Bond Law,² 8 P.S. §191 *et seq.* (hereinafter "Bond Law") in support

¹ *Performance Funding, LLC. v. Arizona Pipe Trade Trust Funds*, 49 P.3d 293 (Ariz. Ct. App. 2002); *Connecticut Carpenters Benefit Funds v. Burkhard Hotel Partners II, LLC*, 849 A.2d 922 (Conn. App. Ct. 2004); *Hawaii Carpenters' Trust Funds v. Aloe Development Corp.*, 633 P.2d 1106 (Haw. 1981); *National Electrical Industry Fund v. Bethlehem Steel Corp.*, 463 A.2d 858 (Md. 1983); *Twin City Pipe Trades Service Association, Inc. v. Peak Mechanical, Inc.*, 689 N.W.2d 549 (Minn. Ct. App. 2004); *Omaha Construction Industry Pension Plan v. Children's Hospital*, 642 N.W.2d 849 (Neb. Ct. App. 2002); *Forsberg v. Bovis Lend Lease, Inc.*, 184 P.3d 610 (Utah Ct. App. 2008).

² *Carpenters Local 261 Health and Welfare Fund v. National Union Insurance*, 686 A.2d 1378-79 (Pa. Commw. Ct. 1996).

of its contention that it is an appropriate Claimant under the Mechanics' Lien Law. However, this Court finds that no precedent exists in Pennsylvania acknowledging such a mechanic's lien claim by the Claimant as appropriate. In addition, this Court finds that the precedent relating to Bond Law, which Claimant cited, does not correlate to finding of Claimant as an appropriate Claimant under Pennsylvania's Mechanics' Lien Law.

Under the Bond Law a contractor and the contracting body must enter into a performance bond and a payment bound, and such bonds are executed by one or more surety companies. 8 P.S. §193. Precedent cited by Claimant pertains to suits by funds similar to Claimant and the particular surety company who executed the performance and payments bonds, in order to recover contributions from a defaulting contractor on behalf of those individuals for whom the contractor was to have paid the contributions. In the present case, Claimant is not seeking contributions from a surety company who executed performance and payments bonds between the Contractor and the Union, rather Claimant is seeking contributions from the Owner whose property was to be improved. This Court finds that the Owner and a surety company are not comparable in this circumstance because the Owner was never a party to any bonds or agreements between the Contractor and Union. Therefore this Court finds that Claimant is not an appropriate Claimant under the Mechanics' Lien law.

ORDER

AND NOW, this ____ day of September 2009, upon consideration of the Parties' oral arguments and briefs, it is the OPINION of this Court that the Defendant's Preliminary Objection as to the standing of the Claimant is hereby GRANTED and the Plaintiff's Statement of Mechanics' Lien Claim is hereby DISMISSED.

Having found that Claimant does not have standing under the Mechanics' Lien Law, the Court will not consider the Defendant's remaining Preliminary Objections asserting deficiencies in the filings.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge
and attested copy of the original
statement filed in this case.

SEP 23 2009

Attest.

William L. Rhee
Prothonotary/
Clerk of Courts

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

CARPENTERS COMBINED
FUNDS, INC.,
Plaintiff/Claimant

vs.

NO. 07-630-CD

CEN-CLEAR CHILD SERVICES INC.,
Defendant/Owner

FILED
01/10:55/AD
SEP 23 2009

icc Atty's:
Lee
Mason

William A. Shaw
Prothonotary/Clerk of Courts

icc: D. Mikesell
Law Library
(66)

OPINION

Defendant/Owner Cen-Clear Child Services, Inc., (hereinafter "Cen-Clear") entered into a contract with Penntex Construction Services (hereinafter "Penntex") for the alteration of a structure on Cen-Clear's property located in Decatur Township, Clearfield County. Claimant Carpenters' Combined Funds, Inc., (hereinafter "Claimant") had a collective bargaining agreement (hereinafter "CBA") with Penntex for the benefit of the labor organization (hereinafter "union") and its members. Cen-Clear was unaware of the CBA.

Following a pay dispute between Penntex and the union members working on the Cen-Clear project, the members walked off the job on December 28, 2006. On March 14, 2007 Claimant mailed a Notice of Subcontractor to Owner of Intention to File a Mechanic's Lien, which was received by Owner, Cen-Clear, on March 19, 2007. Thereafter, on April 23, 2007, the Claimant filed its Mechanics' Lien Claim against Owner seeking recovery of \$7,017.59 worth of benefits it claimed should have been paid by Penntex to it for the benefit of its members. Owner served Notice on the Contractor, Penntex, of the receipt of these Claims and

#17

of the Owner's intent to defend. Penntex never responded to the Notice. On September 7, 2007 Owner filed Preliminary Objections to Claimant's Mechanics' Lien Claims challenging the standing of the Claimant and asserting deficiencies in the filings.

The procedure governing the filing of a mechanic's lien claim is provided by the Mechanics' Lien Law of 1963, 49 P.S. §1101 *et seq.* The Mechanics' Lien Law of 1963 allows liens only for contractors and subcontractors who provide materials or furnish labor in the construction, alteration, or repair of an improvement to real estate. *King's Oak Liquidators v. Bala Cynwyd Hotel Associates*, 592 A.2d 101, 103 (Pa. Super. Ct. 1991). The Mechanics' Lien Law is a creature of statute in derogation of the common law, and any questions of interpretation should be resolved in favor of a strict, narrow construction. To effectuate a valid lien claim, the contractor or subcontractor must be in strict compliance with the requirements of the Mechanics' Lien Law. *Wentzel-Applewood Joint Venture v. 801 Mkt. St. Assocs., LP*, 878 A.2d 889, 892 (Pa. Super. Ct. 2005), *quoting Martin Stone Quarries, Inc. v. Robert M. Koffel Builders*, 786 A.2d 998, 1002 (Pa. Super. Ct. 2001) (citation omitted), *accord* 1 Pa.C.S.A. § 1928(a), Rule of strict and liberal construction. "A mechanics' lien is an extraordinary remedy, which should only be afforded to subcontractors who judiciously adhere to the requirements of the Mechanics' Lien Law, as an aggrieved subcontractor also has an action sounding in breach of contract." *Philadelphia Const. Services, LLC v. Domb*, 903 A.2d 1262, 1267 (Pa. Super. Ct. 2006). The language of the Mechanics' Lien Law is clear and unambiguous and, as such, must be construed pursuant to common usage. *See Friedman v. Grand Central Sanitation, Inc.*, 524 Pa. 270, 276, 571 A.2d 373, 376 (1990), *quoting* 1 Pa.C.S.A. § 1903(a), Words and phrases.

Section 1301 of the Mechanics' Lien Law, 49 P.S. §1301, permits either a "contractor or "subcontractor" to file a mechanics' lien claim. A "contractor" is one who has a contract, express or implied, with the Owner for the improvement. 49 P.S. §1201(4). A "subcontractor" is:

[o]ne who, by contract with the contractor, or pursuant to a contract with a subcontractor in direct privity of a contract with a contractor, express or implied, erects, constructs, alters or repairs an improvement or any part thereof; or furnishes labor, skill or superintendence thereto; or supplies or hauls materials, fixtures, machinery or equipment reasonably necessary for and actually used therein; or any or all of the foregoing, whether as superintendent, builder or materialman."

49 P.S. §1201(5).

Claimant here claims to be a "subcontractor" under the Mechanics' Lien Law. The Claimant had no contract with the Contractor, Penntex, related to the construction of improvements on Owner's lands. Claimant did not erect, construct, alter or repair any improvement on Owner's land. Also Claimant did not furnish labor, skill or superintendence to the renovation, nor did it supply or haul materials, fixtures, machinery or equipment for the work. Claimant cites precedent from other states¹ and precedent relating to the Pennsylvania Public Works Contractors Bond Law,² 8 P.S. §191 *et seq.* (hereinafter "Bond Law") in support

¹ *Performance Funding, LLC v. Arizona Pipe Trade Trust Funds*, 49 P.3d 293 (Ariz. Ct. App. 2002); *Connecticut Carpenters Benefit Funds v. Burkhard Hotel Partners II, LLC*, 849 A.2d 922 (Conn. App. Ct. 2004); *Hawaii Carpenters' Trust Funds v. Aloe Development Corp.*, 633 P.2d 1106 (Haw. 1981); *National Electrical Industry Fund v. Bethlehem Steel Corp.*, 463 A.2d 858 (Md. 1983); *Twin City Pipe Trades Service Association, Inc. v. Peak Mechanical, Inc.*, 689 N.W.2d 549 (Minn. Ct. App. 2004); *Omaha Construction Industry Pension Plan v. Children's Hospital*, 642 N.W.2d 849 (Neb. Ct. App. 2002); *Forsberg v. Bovis Lend Lease, Inc.*, 184 P.3d 610 (Utah Ct. App. 2008).

² *Carpenters Local 261 Health and Welfare Fund v. National Union Insurance*, 686 A.2d 1378-79 (Pa. Commw. Ct. 1996).

of its contention that it is an appropriate Claimant under the Mechanics' Lien Law. However, this Court finds that no precedent exists in Pennsylvania acknowledging such a mechanic's lien claim by the Claimant as appropriate. In addition, this Court finds that the precedent relating to Bond Law, which Claimant cited, does not correlate to finding of Claimant as an appropriate Claimant under Pennsylvania's Mechanics' Lien Law.

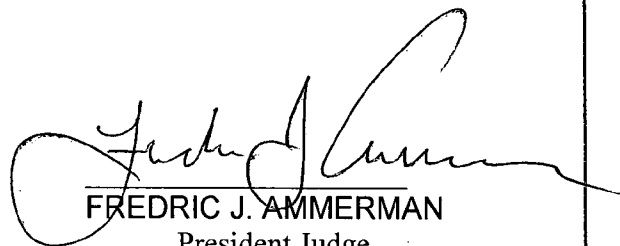
Under the Bond Law a contractor and the contracting body must enter into a performance bond and a payment bound, and such bonds are executed by one or more surety companies. 8 P.S. §193. Precedent cited by Claimant pertains to suits by funds similar to Claimant and the particular surety company who executed the performance and payments bonds, in order to recover contributions from a defaulting contractor on behalf of those individuals for whom the contractor was to have paid the contributions. In the present case, Claimant is not seeking contributions from a surety company who executed performance and payments bonds between the Contractor and the Union, rather Claimant is seeking contributions from the Owner whose property was to be improved. This Court finds that the Owner and a surety company are not comparable in this circumstance because the Owner was never a party to any bonds or agreements between the Contractor and Union. Therefore this Court finds that Claimant is not an appropriate Claimant under the Mechanics' Lien law.

ORDER

AND NOW, this 23 day of September 2009, upon consideration of the Parties' oral arguments and briefs, it is the OPINION of this Court that the Defendant's Preliminary Objection as to the standing of the Claimant is hereby GRANTED and the Plaintiff's Statement of Mechanics' Lien Claim is hereby DISMISSED.

Having found that Claimant does not have standing under the Mechanics' Lien Law, the Court will not consider the Defendant's remaining Preliminary Objections asserting deficiencies in the filings.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

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

CARPENTERS COMBINED FUNDS, INC.)

No.: 07-630-CD

Plaintiff/Claimant,)

vs.)

**AFFIDAVIT OF SERVICE OF COURT'S
ORDER DATED AUGUST 25, 2009**

CEN-CLEAR CHILD SERVICES, INC.,)

Filed on behalf of Claimant
CARPENTER COMBINED FUNDS, INC.

Defendant/Owner or Reputed Owner.)

Counsel of Record for This Party:

TUCKER ARENSBERG, P.C.

Kenneth W. Lee

PA I.D. No. 50016

111 North Front Street

P.O. Box 889

Harrisburg, PA 17108-0889

Telephone: (717) 234-4121

Facsimile: (717) 232-6802

FILED 3 CC
9/12/09
SEP 04 2009
William A. Shaw
Prothonotary/Clerk of Courts
Amy Lee

#10

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

CARPENTERS COMBINED FUNDS, INC.)

) No.: 07-630-CD

Plaintiff/Claimant,)

vs.)

) **AFFIDAVIT OF SERVICE OF COURT'S**
) **ORDER DATED AUGUST 25, 2009**

CEN-CLEAR CHILD SERVICES, INC.,)

) Filed on behalf of Claimant
) CARPENTER COMBINED FUNDS, INC.

Defendant/Owner or Reputed Owner.)

) Counsel of Record for This Party:

) **TUCKER ARENSBERG, P.C.**

) Kenneth W. Lee

) PA I.D. No. 50016

) 111 North Front Street

) P.O. Box 889

) Harrisburg, PA 17108-0889

) Telephone: (717) 234-4121

) Facsimile: (717) 232-6802

FILED 3 CC
9/12/09
SEP 04 2009
William A. Shaw
Prothonotary/Clerk of Courts
Amy Lee

#110

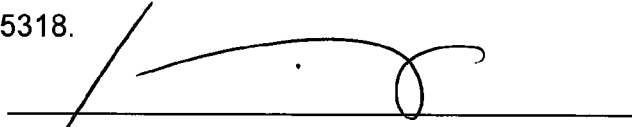
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARPENTERS COMBINED FUNDS, INC.,)
)
 Plaintiff/Claimant,)
)
vs.) No. 07-630-CD
)
CEN-CLEAR CHILD SERVICES, INC.,)
)
 Defendant/Owner or Reputed Owner.)

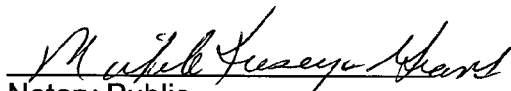
AFFIDAVIT OF SERVICE OF COURT'S ORDER
OF AUGUST 25, 2009

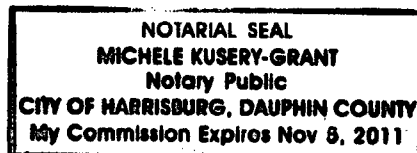
Before me, a notary public, personally appeared Kenneth W. Lee, who., being
duly sworn according to law, deposes and states that:

1. He is a member in good standing of the Bar of the Supreme Court of
Pennsylvania; and
2. On August 26, 2009, he caused a copy of this Court's Order dated August
25, 2009, to be served upon the Owner or Reputed Owner, Cen-Clear Child Services,
Inc., via first class mail and via facsimile to Owner or Reputed Owner's counsel of
Record, David C. Mason, Esquire, Mason Law Office, 409 North Front Street,
Philipsburg, PA 16866, fax no. 814-342-5318.


Kenneth W. Lee

Sworn to and subscribed before
me this 3rd day of September, 2009.

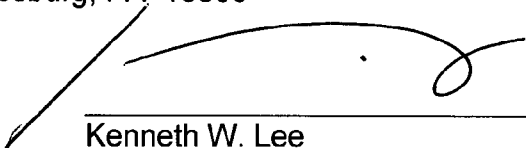

Notary Public



CERTIFICATE OF SERVICE

AND NOW, this 4th day of September 2009, I, Kenneth W. Lee, Esquire, for the law firm of Tucker Arensberg, P.C., attorneys for Plaintiff/Claimant, hereby certify that I have this day served the foregoing Affidavit of Service, via hand delivery of a true and correct copy of the same, addressed as follows:

David C. Mason, Esquire
Mason Law Office
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866



Kenneth W. Lee

109437.1

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

CARPENTERS COMBINED FUNDS, INC.,)

Plaintiff/Claimant,)

vs.)

CEN-CLEAR CHILD SERVICES, INC.,)

Defendant/Owner or Reputed Owner.)

No.: 07-630-CD

**ACCEPTANCE OF SERVICE OF
COMPLAINT TO ENFORCE
MECHANICS' LIEN CLAIM**

Filed on behalf of Claimant
CARPENTERS COMBINED FUNDS,
INC.

Counsel of Record for This Party:

TUCKER ARENSBERG, P.C.

Kenneth W. Lee
PA I.D. No. 50016

111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Telephone: (717) 234-4121
Facsimile: (717) 232-6802

⁵ **FILED** 3 cc
9/12/09
SEP 04 2009
Att. Lee
William A. Shaw
Prothonotary/Clerk of Courts

15

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

CARPENTERS COMBINED FUNDS, INC.,)

Plaintiff/Claimant,)

vs.)

No. 07-630-CD

CEN-CLEAR CHILD SERVICES, INC.,)

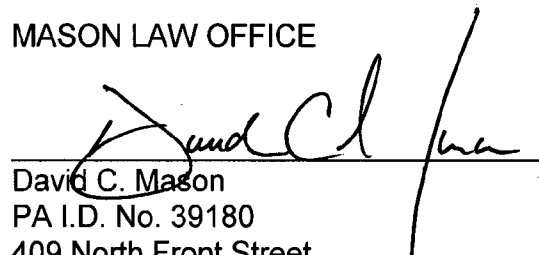
Defendant/Owner or Reputed Owner.)

**ACCEPTANCE OF SERVICE OF COMPLAINT TO
ENFORCE MECHANICS' LIEN CLAIM**

I accept service of the Complaint To Enforce Mechanics' Lien Claim on behalf of
Defendant/Owner or Reputed Owner, Cen-Clear Child Services, Inc., and certify that I am
authorized to do so.

MASON LAW OFFICE

Date: 5/29/09

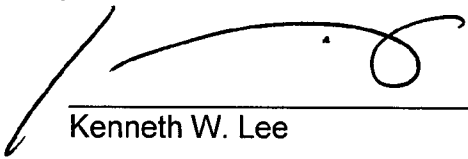

David C. Mason
PA I.D. No. 39180
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866
Telephone: (814) 342-2240
Facsimile: (814) 342-5318

107603.1 (010342 - 131000)

CERTIFICATE OF SERVICE

AND NOW, this 4th day of September 2009, I, Kenneth W. Lee, Esquire, for the law firm of Tucker Arensberg, P.C., attorneys for Plaintiff/Claimant, hereby certify that I have this day served the foregoing Acceptance of Service, via hand delivery of a true and correct copy of the same, addressed as follows:

David C. Mason, Esquire
Mason Law Office
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866



Kenneth W. Lee

109438.1 (010342 - 131000)

113

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

CARPENTERS COMBINED FUNDS, INC.,	*	
Plaintiff	*	
vs.	*	NO. 07-630-CD
CEN-CLEAR CHILD SERVICES, INC.,	*	
Defendant	*	

ORDER

NOW, this 25th day of August, 2009, upon consideration of the Plaintiff's Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice of Claim filed by Kenneth W. Lee, Esquire, it is the ORDER of this Court that argument on the said Motion be and is hereby scheduled for the 4th day of September, 2009 at 1:30 p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

AUG 24 2009
014-0019
William A. Shaw
Prothonotary/Clerk of Courts

S

(G11)

4 CEM TO ATT

#14

FILED
AUG 24 1969
William A. Steyer
Probationary/Clerk of Courts

DATE: 8-24-69
You are responsible for serving all appropriate parties.
☒ You are responsible for providing service to the following parties:
____ The Probationary's office has provided service to the following parties:
____ Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other
____ Defendant(s) _____ Defendant(s) Attorney
____ Special Instructions:

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

CARPENTERS COMBINED FUNDS, INC.,)

No.: 07-630-CD

Plaintiff/Claimant,)

vs.)

**CLAIMANT'S ANSWER TO OWNER'S
PRELIMINARY OBJECTIONS TO
MECHANICS' LIEN MOTION TO STRIKE**

CEN-CLEAR CHILD SERVICES, INC.,)

Filed on behalf of Claimant
CARPENTERS COMBINED FUNDS, INC.

Defendant/Owner or Reputed Owner.)

Counsel of Record for This Party:

TUCKER ARENSBERG, P.C.

Kenneth W. Lee
PA I.D. No. 50016

111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Telephone: (717) 234-4121
Facsimile: (717) 232-6802

FILED

m/11.5/Lm
AUG 21 2009

William A. Shaw

Prothonotary/Clerk of Courts

#13

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

CARPENTERS COMBINED FUNDS, INC.,	)	
	)	
Plaintiff/Claimant,	)	
	)	
vs.	)	No. 07-630-CD
	)	
CEN-CLEAR CHILD SERVICES, INC.,	)	
	)	
Defendant/Owner or Reputed Owner.	)	

**CLAIMANT'S ANSWER TO OWNER'S PRELIMINARY OBJECTIONS
TO MECHANICS' LIEN MOTION TO STRIKE**

And Now, comes Claimant, CARPENTERS COMBINED FUNDS, INC., by and through its attorneys, Tucker Arensberg, P.C., who files this Answer To Owner's Preliminary Objections To Mechanics' Lien Motion to Strike and in support thereof states:

1. The averments in Paragraph 1 of Owner's Preliminary Objections are admitted.
2. The averments in Paragraph 2 of Owner's Preliminary Objections are denied as stated. Claimant's Statement of Mechanics' Lien Claim being a writing speaks for itself and all averments in Paragraph 2 of Owner's Preliminary Objections contrary to Claimant's Statement of Mechanics' Lien Claim are denied.
3. The averments in Paragraph 3 of Owner's Preliminary Objections are admitted.
4. The averments in paragraph 4 of Owner's Preliminary Objections constitute conclusions of law to which no response is required. If a response is deemed to be

required, then it is averred that:

- a. Per the CBA and ERISA, 29 U.S.C. § 1101 et seq., Claimant is the authorized agent for the principals on whose behalf Contractor was to pay Claimant. This status has been readily recognized by the Courts. U.S. for the Benefit of Sherman v. Carter, 353 U.S. 210, S.Ct. 793, 1 L. Ed. 2d 776 (1957); U.S. ex rel I.B.E.W. v. Hartford Fire Insurance, 809 F.Supp. 523, 525-526 (E.D. Mich. 1992); Carpenters Local 261 v. National Union Insurance, 686 A.2d 1378-1379 (Pa. Commw. 1996), appeal denied, 518 Pa. 638, 694 A.2d 623 (1997).
- b. Claimant was under no obligation to notify Owner of the CBA except as set forth in Sections 1501(b) and 1502(a)(2) of the Mechanics' Lien Law, 49 P.S. §§ 1501(b), 1502(a)(2), which Claimant did;
- c. Pursuant to the Collective Bargaining Agreement ("CBA"), Claimant was to be paid by Contractor on a monthly basis, Claimant's principals worked for at least one month without Claimant being paid, the CBA permits Claimant's principals not to furnish work when Claimant has not been paid, and Contractor eventually abandoned the Improvement. Because Claimant performed and because Contractor failed to complete the Improvement through no fault of Claimant, Section 1305, 49 P.S. § 1305, permits Claimant to assert a Mechanics' Lien claim. Claimants left the Improvement after failing to be paid by Contractor in accordance with the CBA;
- d. Claimant is the authorized agent for the principals on whose behalf Contractor was to pay Claimant per the CBA; and
- e. Claimant is without knowledge or information sufficient to form a belief as to what amounts, if any, Owner has paid Contractor. Assuming arguendo Owner has paid Contractor in full, such is not a valid defense to Claimant's Statement of Mechanics' Lien Claim.

5. The averments in Paragraph 5 of Owner's Preliminary Objections constitute a conclusion of law to which no response is required. If a response is deemed to be required, Claimant avers that:

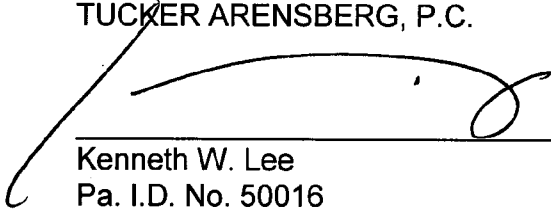
- a. Claimant's Statement of Mechanics' Lien Claim complies with Section 1503 of the Mechanics' Lien Law, 49 P.S. § 1503.

Paragraphs 8, 9, 10, 11 and Exhibit "D" of Claimant's Statement of Mechanics' Lien Claim sets forth the type of work performed, the period worked, the number of hours worked, the charges for the contributions, and the total value of the unpaid work which Claimant's principals furnished; and

- b. Claimant's principals furnished to the Improvement the labor described and the period identified in Paragraphs 8, 9, 10, 11 and Exhibit "D" of Claimant's Statement of Mechanics' Lien Claim pursuant to the Contract described therein and attached thereto as Exhibit "C."

WHEREFORE, Claimant requests this Court to enter an Order overruling Owner's Preliminary Objections and directing Owner to respond to the Complaint To Enforce Mechanics' Lien Claim within twenty (20) days thereof.

TUCKER ARENSBERG, P.C.



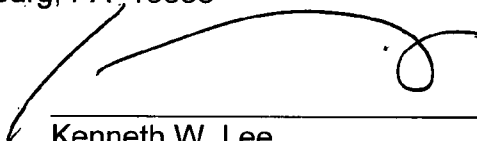
Kenneth W. Lee
Pa. I.D. No. 50016
111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Phone: 717-234-4121
Facsimile: 717-232-6802
Attorneys for Claimant

109135.1 (010342 - 131000)

CERTIFICATE OF SERVICE

AND NOW, this 20th day of August, 2009, I, Kenneth W. Lee, Esquire, for the law firm of Tucker Arensberg, P.C., attorneys for Plaintiff/Claimant, hereby certify that I have this day served the foregoing Answer to Owner's Preliminary Objections to Mechanics' Lien Motion to Strike by depositing a true and correct copy of the same via Overnight Mail, postage prepaid, at Harrisburg, Pennsylvania, addressed as follows:

David C. Mason, Esquire
Mason Law Office
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866



Kenneth W. Lee

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

CARPENTERS COMBINED FUNDS, INC.,)

Plaintiff/Claimant,)

vs.)

CEN-CLEAR CHILD SERVICES, INC.,)

Defendant/Owner or Reputed Owner.)

No.: 07-630-CD

**MOTION TO STRIKE OWNER'S
PRELIMINARY OBJECTIONS AS TO
FAILURE TO PROVIDE PRELIMINARY
NOTICE OF CLAIM**

Filed on behalf of Claimant
CARPENTERS COMBINED FUNDS,
INC.

Counsel of Record for This Party:

TUCKER ARENSBERG, P.C.

Kenneth W. Lee
PA I.D. No. 50016

111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Telephone: (717) 234-4121
Facsimile: (717) 232-6802

FILED

m/11:51km
AUG 21 2009

William A. Shaw
Prothonotary/Clerk of Courts

#12

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

CARPENTERS COMBINED FUNDS, INC.,	)	
	)	
Plaintiff/Claimant,	)	
	)	
vs.	)	No. 07-630-CD
	)	
CEN-CLEAR CHILD SERVICES, INC.,	)	
	)	
Defendant/Owner or Reputed Owner.	)	

**MOTION TO STRIKE OWNER'S PRELIMINARY OBJECTIONS
AS TO FAILURE TO PROVIDE PRELIMINARY NOTICE OF CLAIM**

AND NOW, comes Claimant , Carpenters Combined Funds, Inc., by and through their attorneys, Tucker Arensberg, P.C., who files this Motion To Strike Owner's Preliminary Objections As To Failure To Provide Preliminary Notice of Claim and in support thereof states:

1. Section 1505 of the Mechanics' Lien Law, 49 P.S. § 1505, permits preliminary objections "to a claim upon a showing of exemption or immunity of property from lien, or for lack of conformity with this act."
2. Owner has filed Preliminary Objections to Claimant's Mechanics' Lien Claim.
3. On or about August 10, 2009, Owner filed a Brief In Support of its Preliminary Objections wherein it alleges in Section 4, pages 7 to 8, that Claimant's Mechanics' Lien Claim is barred because Claimant failed to provide a "Preliminary Notice of Claim" (hereinafter "Notice Objection").

4. Owner sets forth the reasons for seeking to strike Claimant's Mechanics Lien Claim in paragraphs 4 and 5 of Owner's Preliminary Objections.

5. Owner does not assert its Notice Objection in the Preliminary Objections to Claimant's Mechanics' Lien Claim.

6. Owner first asserts its Notice Objection in Owner's Brief In Support of its Preliminary Objections.

7. Whether the Notice Objection is valid is an issue of fact as to whether the Improvement on which Claimant furnished labor constitutes either (a) "erection and construction" or (b) "alteration and repair" as defined by the Mechanics' Lien Law, 49 P.S. § 1201 (10).

8. Owner asserts that the Improvement consisted of the "renova[ion] and remodel[ing] [of] an existing building." See page 7 of Owner's Brief In Support.

9. Upon information and belief, Claimant asserts that the Improvement consisted of changing the character and use of an existing building so as to permit it to be used as a child care facility. See, In re. Skyline Properties Inc., 134 B.R. 830 (W.D.Pa. Bkrtcy. 1992) (conversion of a farm house to a sales office is "erection and construction" not "alteration and repair"); 49 P.S. § 1201 (10).

10. Upon information and belief, Claimant asserts that the Improvement involved the construction of a substantial addition to an existing building which would make the Improvement "erection and construction." 49 P.S. § 1201 (10).

11. There are no facts of record as to the character of the subject Improvement which permits this Court to entertain Owner's Notice Objection, and the issue of whether

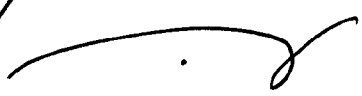
the Improvement constitutes either an "erection and construction" or "alteration and repair" is a question for the jury.

12. Owner will not be prejudiced by granting the relief requested herein because Owner may assert as a defense to Claimant's Complaint To Enforce Mechanics' Lien Claim per the last sentence of Section 1505 of the Mechanics' Lien Law, 49 P.S. § 1505.

13. Claimant will be prejudiced if this Court entertains Owner's Notice Objection because Claimant had (a) no notice thereof until August 10, 2009, and (b) was unable to take discovery as permitted by 49 P.S. § 1505.

WHEREFORE, Claimant requests this Court to enter an Order striking Section 4, "Failure of Sub-contractor to Provide Preliminary Notice of Claim" on pages 7 and 8 of Owner's Brief In Support of Preliminary Objections.

TUCKER ARENSBERG, P.C.

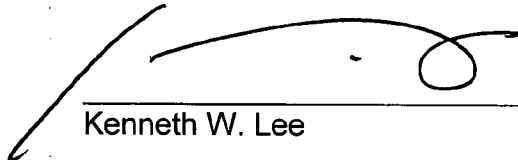


Kenneth W. Lee
Pa. I.D. No. 50016
111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Phone (717)234-4121
Fax (717)232-6802
Attorneys for Claimant

CERTIFICATE OF SERVICE

AND NOW, this 20th day of August, 2009, I, Kenneth W. Lee, Esquire, for the law firm of Tucker Arensberg, P.C., attorneys for Plaintiff/Claimant, hereby certify that I have this day served the foregoing Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice of Claim, by depositing a true and correct copy of the same via Overnight Mail, postage prepaid, at Harrisburg, Pennsylvania, addressed as follows:

David C. Mason, Esquire
Mason Law Office
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866



Kenneth W. Lee

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

CARPENTERS COMBINED FUNDS, INC.,)
)
 Plaintiff/Claimant,)
)
vs.)
)
CEN-CLEAR CHILD SERVICES, INC.,)
)
 Defendant/Owner or Reputed Owner.)

No. 07-630-CD

ORDER

AND NOW, to wit, this _____ day of September, 2009, it is hereby Ordered,
Adjudged and Decreed that the Preliminary Objections of Owner, Cen-Clear Child
Services, Inc., shall be, and hereby are, denied and overruled, and Cen-Clear Child
Services, Inc., shall file a response to Claimant's Complaint To Enforce Mechanics' Lien
in accordance with the Pennsylvania Rules of Civil Procedure within twenty (20) days of
the entry of this Order.

BY THE COURT:

_____, J.

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

CARPENTERS COMBINED FUNDS, INC.,)
)
 Plaintiff/Claimant,)
)
vs.)
)
CEN-CLEAR CHILD SERVICES, INC.,)
)
 Defendant/Owner or Reputed Owner.)

No. 07-630-CD

ORDER

AND NOW, to wit this _____ day of _____, 2009, upon consideration of Claimant's Motion To Strike Owner's Preliminary Objections identified in Section 4, "Failure of Sub-contractors To Provide Preliminary Notice of Claim," on pages 7 and 8 of Owner's Brief In Support of Preliminary Objections, it is hereby Ordered, Adjudged and Decreed that the Motion shall be and hereby is granted, and Owner's Preliminary Objections set forth in Section 4, pages 7 and 8 of its Brief In Support of Preliminary Objections is hereby stricken without prejudice to raise such a defense to Claimant's Complaint To Enforce Mechanics' Lien.

BY THE COURT:

_____, J.

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES,
INC.,

Owner

*
* No. 07-630-CD
*

FILED

JUL 28 2009
013200/12 (10)
William A. Shaw
Prothonotary/Clerk of Courts
(Clerk to Kew Lee
NATY'S)
D. Mason

ORDER

AND NOW, this 28th day of July, 2009,
upon agreement of the parties, it is hereby ORDERED and DECREED that:

1. Attorney for the owners shall file a Brief in support of the Preliminary Objections to the Mechanic's Lien claim on or before August 10, 2009.

2. Attorney for the claimants will file a response to the Preliminary Objections as well as his Brief in support thereof on or before August 10, 2009.

3. The Court will entertain Oral Argument on owners' Preliminary Objections to the Mechanic's Lien Claims on September 4, 2009, at 1:30 p.m.

4. Owners shall be permitted twenty (20) days from the date of entry of an Order disposing of the Preliminary Objections within which to file an Answer to the Complaint to enforce the Mechanic's Liens.

5. This Order shall supersede the Rule issued on June 29, 2009.

BY THE COURT:

J.

Judith J. Cunningham

11

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES, INC.,

Owner

*
*
* No. 07-630-CD
*
*
*
*
*
*
*

RULE RETURNABLE

AND NOW, this 29th day of June, 2009, upon consideration of the within Motion, it is hereby ORDERED and DECREED that

(1) a rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested;

(2) the respondent shall file an answer to the Motion within 20 days of this date;

(3) the Motion shall be decided under Pa. R.C.P. No. 206.7;

(4) argument on the Motion shall be held on September 4, 2009, at 1:30 o'clock P. M. in Courtroom 1 of the Clearfield County Courthouse; and

(5) notice of the entry of this Order shall be provided to all parties by the moving party.

BY THE COURT:

Justice J. Krumm
J.

FILED
014:00371
JUN 29 2009

William A. Shaw
Prothonotary/Clerk of Courts
3cc Atty Mason

10

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES, INC.,

Owner

*
* No. 07-630-CD
*

*
* TYPE OF PLEADING: MOTION FOR
* ENLARGEMENT OF TIME
*

*
* FILED ON BEHALF OF:
* OWNER (DEFENDANT)
*

*
* ATTORNEY FOR OWNER/DEFENDANT:
* David C. Mason, Esquire
* Supreme Court ID #39180
* MASON LAW OFFICE
* P.O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240
*

*
* ATTORNEY FOR CLAIMANT:
* Kenneth W. Lee, Esquire
* 111 North Front Street
* P. O. Box 889
* Harrisburg, PA 17108-0889
* (717) 234-4121
*

FILED 3CC AAty
019:4am mason
JUN 24 2009 (610)

William A. Shaw
Prothonotary/Clerk of Courts

(#9)

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES, INC.,

Owner/Movant

*
* No. 07-630-CD
*
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*

**MOTION TO ENLARGE THE TIME
TO FILE RESPONSIVE PLEADING
TO COMPLAINT TO ENFORCE MECHANICS' LIEN CLAIM**

AND NOW, comes the Defendant Cen-Clear Child Services, Inc., by and through its attorney, David C. Mason, Esquire, and files the following Motion and in support thereof avers as follows:

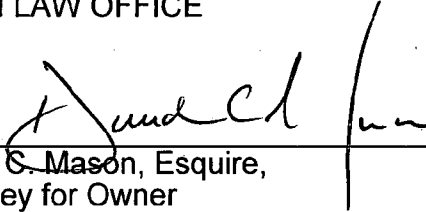
1. On April 23, 2007 Claimant, Carpenters Combined Funds, Inc., filed a Statement of Mechanics' Lien Claim.
2. On September 7, 2007 Defendant Cen-Clear Child Services, Inc., filed Preliminary Objections to Claimant's Statement of Mechanics' Lien.
3. On April 22, 2009 Claimant filed a Complaint to Enforce Mechanics' Lien Claim.
4. Since the Court had not ruled on the Defendant's Preliminary Objections to Claimant's Statement of Mechanics' Lien any attempt to enforce the Mechanics' Lien would be premature as the Mechanics' Lien Claim has not been determined to be valid.

WHEREFORE, Defendant prays for the entry of an Order enlarging the time permitted for Defendant to respond to Claimant's Complaint to Enforce Mechanics' Lien Claim filed by the Claimant on April 22, 2009 until twenty (20) days after the Court has

ruled on Defendant's Preliminary Objections to Claimant's Statement of Mechanics'
Lien.

MASON LAW OFFICE

DATED: 6/23/09

By: 
David S. Mason, Esquire,
Attorney for Owner

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES, INC.,

Owner

*
* No. 07-630-CD
*

*
*
*
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*
*
*

CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the MOTION FOR ENLARGEMENT OF TIME, filed in the above captioned matter, by depositing the same in the United States Mail, first class, postage prepaid, and addressed as follows:

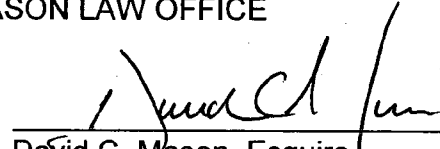
Kenneth W. Lee, Esquire
111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889

MASON LAW OFFICE

DATED:

6/23/9

By:


David C. Mason, Esquire
Attorney for Owner (Defendant)

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES, INC.,

Owner

*
*
* No. 07-630-CD
*
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*
*

RULE RETURNABLE

AND NOW, this _____ day of _____, 2009, upon consideration of the within Preliminary Objections of Defendant to Plaintiff's Statement of Mechanics' Lien, it is hereby ORDERED and DECREED that

(1) a rule is issued upon the respondent to show cause why the objecting party is not entitled to the relief requested;

(2) the respondent shall file an answer to the plaintiff's Preliminary Objections within _____ days of this date;

(3) the Preliminary Objections shall be decided under Pa. R.C.P. No. 1028;

(4) argument on the plaintiff's Preliminary Objections shall be held on _____, 2009, at _____ o'clock ____ M. in Courtroom _____ of the Clearfield County Courthouse; and

(5) notice of the entry of this Order shall be provided to all parties by the moving party.

BY THE COURT:

J.

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES, INC.,

Owner/Movant

*
* No. 07-630-CD
*
*
*
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*
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*
*

ORDER

AND NOW, _____, upon consideration of the foregoing motion, it is hereby ordered that movant, Cen-Clear Child Services, Inc., shall not be required to file a responsive pleading to Claimant Carpenters Combined Funds, Inc.'s Complaint to Enforce Mechanics' Lien Claim until twenty (20) days after issuance by this Court of rulings on Movant's Preliminary Objections to Claimant's Statement of Mechanics' Lien.

BY THE COURT:

J.

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

CARPENTERS COMBINED FUNDS, INC.,)

No.: 07-630-CD

Plaintiff/Claimant,)

vs.)

**VERIFICATION TO COMPLAINT TO
ENFORCE MECHANICS' LIEN CLAIM**

CEN-CLEAR CHILD SERVICES, INC.,)

Filed on behalf of Claimant
CARPENTERS COMBINED FUNDS,
INC.

Defendant/Owner or Reputed Owner.)

Counsel of Record for This Party:

TUCKER ARENSBERG, P.C.

Kenneth W. Lee
PA I.D. No. 50016

111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Telephone: (717) 234-4121
Facsimile: (717) 232-6802

FILED
MAY 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

18

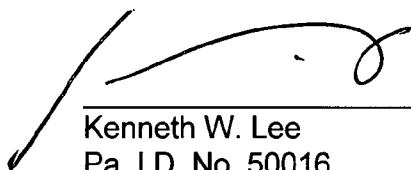
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CARPENTERS COMBINED FUNDS, INC.,	)	
	)	
Plaintiff/Claimant,	)	
	)	
vs.	)	No. 07-630-CD
	)	
CEN-CLEAR CHILD SERVICES, INC.,	)	
	)	
Defendant/Owner or Reputed Owner.	)	

VERIFICATION TO COMPLAINT TO
ENFORCE MECHANICS' LIEN CLAIM

AND NOW, comes plaintiff/claimant, Carpenters Combined Funds, Inc., by and through its attorneys, Tucker Arensberg, P.C., who files the attached original Verification To Complaint To Enforce Mechanics' Lien Claim.

TUCKER ARENSBERG, P.C.



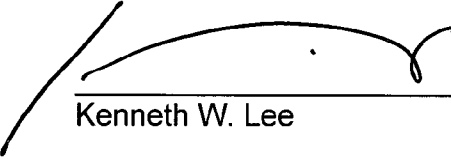
Kenneth W. Lee
Pa. I.D. No. 50016
111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Phone: 717-234-4121
Facsimile: 717-232-6802

107593.1 (010342 - 131000)

CERTIFICATE OF SERVICE

AND NOW, this 18th day of May, 2009, I, Kenneth W. Lee, Esquire, for the law firm of Tucker Arensberg, P.C., attorneys for Plaintiff/Claimant, hereby certify that I have this day served the foregoing Verification To Complaint To Enforce Mechanics' Lien Claim, by depositing a true and correct copy of the same in the United States Mail, first class, postage prepaid, at Harrisburg, Pennsylvania, addressed as follows:

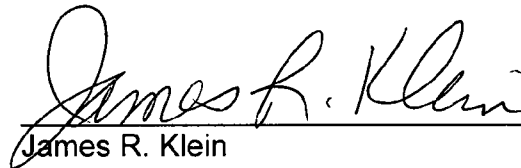
David C. Mason, Esquire
Mason Law Office
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866



Kenneth W. Lee

VERIFICATION

AND NOW, comes James R. Klein, on behalf of Carpenters Combined Funds, Inc., and verifies that the facts contained in the foregoing Complaint To Enforce Mechanics' Lien are true and correct to the best of his knowledge, information and belief and that James R. Klein, as Administrator, is authorized to execute this Verification on behalf of the Carpenters Combined Funds, Inc. This Verification is made subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsification to authorities, which provides criminal penalties if a person with intent to mislead makes a written false statement which he does not believe to be true.


James R. Klein

107105.1 (010342 - 131000)

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

CARPENTERS COMBINED FUNDS, INC.,)

Plaintiff/Claimant,)

vs.)

CEN-CLEAR CHILD SERVICES, INC.,)

Defendant/Owner or Reputed Owner.)

No.: 07-630-CD

Complaint to Enforce
Mechanics' Lien Claim

Filed on behalf of Claimant
CARPENTERS COMBINED FUNDS,
INC.

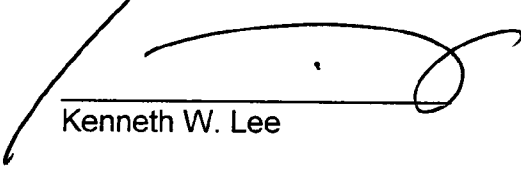
Counsel of Record for This Party:

TUCKER ARENSBERG, P.C.

Kenneth W. Lee
PA I.D. No. 50016

111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Telephone: (717) 234-4121
Facsimile: (717) 232-6802

I hereby certify that the within described real
estate is located in the Decatur Township,
Clearfield County, Pennsylvania.


Kenneth W. Lee

FILED *2CC Atty*
m/ 11:53 am
APR 22 2009 *Lee*


William A. Shaw
Prothonotary/Clerk of Courts

#7

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

CARPENTERS COMBINED FUNDS, INC.,	)	
	)	No.: 07-630-CD
	)	
Plaintiff/Claimant,	)	
	)	
vs.	)	
	)	
CEN-CLEAR CHILD SERVICES, INC.,	)	
	)	
Defendant/Owner or Reputed Owner.	)	

NOTICE TO DEFEND AND CLAIM RIGHTS

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 AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Daniel J. Nelson
Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
Telephone: (814) 765-2641, Extension 5982

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

CARPENTERS COMBINED FUNDS, INC.,	)	
	)	
Claimant,	)	
	)	
vs.	)	No. 07-630-CD
	)	
CEN-CLEAR CHILD SERVICES, INC.,	)	
	)	
Owner or Reputed Owner.	)	

COMPLAINT TO ENFORCE MECHANICS' LIEN CLAIM

Carpenters Combined Funds, Inc., a non-profit corporation, by its attorneys, Tucker Arensberg, P.C., files this Complaint To Enforce Mechanics' Lien Claim as a subcontractor pursuant to the Mechanics' Lien Law of 1963, 49 P.S. §1101 et seq., against the premises herein described, any and all buildings erected thereupon, and the curtilage appurtenant thereto, for the payment of \$7,017.59, together with interest and penalties from December 28, 2006, attorneys' fees and costs due it as subcontractor under the subcontract herein described. The following is a statement of its Complaint:

1. Plaintiff/Claimant, Carpenters Combined Funds, Inc., is a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 650 Ridge Road, Suite 300, Pittsburgh, PA 15205.

2. The Defendant/Owner or Reputed Owner, Cen-Clear Child Services, Inc., is, upon information and belief, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 1633 Phillipsburg Bigler Highway, Rt. 322E, Phillipsburg, Pennsylvania, 16866.

3. Attached hereto as Exhibit 1 is a true and correct copy of Claimant's (a) Notice of Filing of Mechanics' Lien Claim and (b) Statement of Mechanics' Lien Claim

(hereinafter "Claim"), filed with this Court on April 23, 2007, at Docket Number 07-630-CD which are incorporated herein by reference as though fully set forth at length.

4. This Complaint relates to labor, services, equipment and/or materials provided by Plaintiff upon the premises situate at 1633 Phillipsburg Bigler Highway, Rt. 322E, Decatur Township, Clearfield County, Pennsylvania, being more fully described in Deeds dated May 28, 1998 and April 30, 1999, recorded in the Office of the Clearfield County Recorder of Deeds at Deed Book Volume 1937, pages 18-22, and at Instrument No. 19907241, Parcel No. 112-P11-000-234 and Parcel No. 112-P11-000-255, true and correct copies of which are attached to the Claim as Exhibit "A" and Exhibit "B" and incorporated herein by reference as though fully set forth at length.

5. On or about September 11, 2006, the Contractor, Penntex Construction Services, and the Greater Pennsylvania Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America ("Union") entered into a collective bargaining agreement ("CBA") whereby Contractor agreed to utilize the services of Union members for work performed by the Contractor within the jurisdiction of the Union as described in the CBA. A true and correct copy of the CBA is attached to the Claim as Exhibit "C".

6. Pursuant to the CBA, members of the Union who performed work for the Contractor were the direct employees of the Contractor.

7. Pursuant to the CBA, the Contractor was to pay health, welfare, retirement and/or fringe benefits ("Contributions") to Plaintiff for each hour of labor performed by the Contractor's Union employees in accordance with the rates set forth in the CBA.

8. Pursuant to the CBA, the Trust Agreement incorporated into the CBA, and the applicable law, Plaintiff is the authorized agent on behalf of Union members to collect the Contributions which were to be paid by the Contractor in accordance with the CBA.

9. Plaintiff seeks unpaid Contributions for members of the Union employed by the Contractor which members performed the installation of ceiling and drywall material

incorporated into or utilized for the improvement on the premises herein described.

10. Pursuant to the CBA, Plaintiff was to be paid in accordance with the monthly reports prepared by the Contractor for each hour of labor furnished to the Contractor by Union members.

11. Contractor has not yet paid Plaintiff for the Contributions for the labor furnished by Union members for the improvement on the premises herein described which labor and Contributions are identified in the reports provided to Plaintiff by Contractor and attached to the Claim as Exhibit "D"

12. The total value of said labor furnished by Plaintiff to the Contractor is \$7,017.59.

13. Plaintiff completed all work in a good and workmanlike manner on or about December 28, 2006, and no written notice of any deficiency item was received by Plaintiff at or before the amount claimed herein became due and owing.

14. The principal amount claimed by Plaintiff to be due is \$7,017.59, with Plaintiff also entitled to interest and penalties from December 28, 2006, attorney's fees and costs for the labor, services, equipment and/or materials provided in connection with the Contractor's contract to perform the construction and erection of the improvement upon the premises herein described.

15. Plaintiff is entitled to interest of 1% per month, a penalty of 1% per month, attorneys' fees and costs pursuant to the Contractor and Subcontractor Payment Act, 73 P.S. § 501 et seq., which Act is incorporated into every construction contract and subcontract for improvements of real estate in Pennsylvania.

16. Plaintiff caused the Formal Notice of Intent to File Mechanics' Lien Claim to be served on the Defendant on March 15, 2007. A true and correct copy of the signed Certified Mail Receipt and the Formal Notice are attached to the Claim as Exhibit "E" and incorporated herein by reference as though fully set forth at length.

17. On April 23, 2007, Plaintiff caused the Claim to be filed.

18. On May 9, 2007, the Defendant was served with (a) a copy of the Claim and (b) the Notice Of Filing of the Claim by the Sheriff of Clearfield County, Pennsylvania. A true and correct copy of the Sheriff's Return of Service and the Affidavit of Service are attached hereto as Exhibit 2 and incorporated herein by reference as though fully set forth at length.

19. Service upon Defendant of (a) the Notice of Filing of the Claim and (b) a copy of the Claim occurred within thirty (30) days of April 28, 2007.

20. The Sheriff's Return of Service and the Affidavit of Service were filed with the Prothonotary of Clearfield County on May 11, 2007, and within twenty (20) days of May 9, 2007.

WHEREFORE, Plaintiff/Claimant, Carpenters Combined Funds, Inc., demands judgment against Defendant/Owner or Reputed Owner, the property and upon the claim described in the Statement of Mechanics' Lien Claim in the amount of \$7,017.59 together with interest of 1% per month calculated from December 28, 2006, a penalty of 1% per month calculated from December 28, 2006, attorneys' fees and costs.

TUCKER ARENSBERG, P.C.

Kenneth W. Lee
Pa. I.D. No. 50016
111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Phone: 717-234-4121
Facsimile: 717-232-6802

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Q

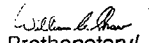
Q

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

APR 23 2007

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

Attest.


Prothonotary/
Clerk of Courts

CARPENTERS COMBINED FUNDS, INC.,)

Claimant,)

vs.)

CEN-CLEAR CHILD SERVICES, INC.,)

Owner or Reputed Owner.)

No.: 07-630-CD

Statement of Mechanics' Lien Claim

Filed on behalf of Claimant
CARPENTERS COMBINED FUNDS,
INC.

Counsel of Record for This Party:

TUCKER ARENSBERG, P.C.

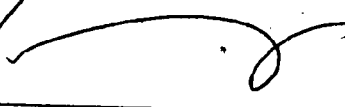
Kenneth W. Lee
PA I.D. No. 50016

111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Telephone: (717) 234-4121
Facsimile: (717) 232-6802

I hereby certify that the within described real
estate is located in the Decatur Township,
Clearfield County, Pennsylvania.


Kenneth W. Lee

I hereby certify that the within document
is a true and correct copy of the original
filed with the Court.


Kenneth W. Lee

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

CARPENTERS COMBINED FUNDS, INC.,	)	
	)	
Claimant,	)	
	)	
vs.	)	No.
	)	
CEN-CLEAR CHILD SERVICES, INC.,	)	
	)	
Owner or Reputed Owner.	)	

STATEMENT OF MECHANICS' LIEN

Carpenters Combined Funds, Inc., a non-profit corporation, by its attorneys, Tucker Arensberg, P.C., files this Statement of Mechanics' Lien as a subcontractor pursuant to the Mechanics' Lien Law of 1963, 49 P.S. §1101 et seq., against the premises herein described, any and all buildings erected thereupon, and the curtilage appurtenant thereto, for the payment of \$7,017.59, together with interest and penalties from December 28, 2006, attorneys' fees and costs due him as subcontractor under the subcontract herein described. The following is a statement of his claim:

1. Claimant, Carpenters Combined Funds, Inc., is a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 650 Ridge Road, Suite 300, Pittsburgh, PA 15205.
2. The Owner or Reputed Owner, Cen-Clear Child Services, Inc., is, upon information and belief, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 1633 Phillipsburg Bigler Highway, Rt. 322E, Phillipsburg, Pennsylvania, 16866.
3. This claim relates to labor, services, equipment and/or materials provided by Claimant upon the premises situate at 1633 Phillipsburg Bigler Highway, Rt. 322E, Decatur Township, Clearfield County, Pennsylvania, being more fully described in Deeds

dated May 28, 1998 and April 30, 1999, recorded in the Office of the Clearfield County Recorder of Deeds at Deed Book Volume 1937, pages 18-22, and at Instrument No. 19907241, Parcel No. 112-P11-000-234 and Parcel No. 112-P11-000-255, true and correct copies of which are attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by reference as though fully set forth at length.

4. On or about September 11, 2006, the Contractor, Penntex Construction Services, and the Greater Pennsylvania Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America ("Union") entered into a collective bargaining agreement ("CBA") whereby Contractor agreed to utilize the services of Union members for work performed by the Contractor within the jurisdiction of the Union as described in the CBA. A true and correct copy of the CBA is attached hereto as Exhibit "C".

5. Pursuant to the CBA, members of the Union who performed work for the Contractor were the direct employees of the Contractor.

6. Pursuant to the CBA, the Contractor was to pay health, welfare, retirement and/or fringe benefits ("Contributions") to Claimant for each hour of labor performed by the Contractor's Union employees in accordance with the rates set forth in the CBA.

7. Pursuant to the CBA, the Trust Agreement incorporated into the CBA, and the applicable law, Claimant is the authorized agent on behalf of Union members to collect the Contributions which were to be paid by the Contractor in accordance with the CBA.

8. Claimant seeks unpaid Contributions for members of the Union employed by the Contractor which members performed the installation of ceiling and drywall material incorporated into or utilized for the improvement on the premises herein described.

9. Pursuant to the CBA, Claimant was to be paid in accordance with the monthly reports prepared by the Contractor for each hour of labor furnished to the

Contractor by Union members.

10. Contractor has not yet paid Claimant for the Contributions for the labor furnished by Union members for the improvement on the premises herein described which labor and Contributions are identified in the reports provided to Claimant by Contractor and attached hereto as Exhibit "D"

11. The total value of said labor furnished by Claimant to the Contractor is \$7,017.59.

12. Claimant caused the Formal Notice of Intent to File Mechanics' Lien Claim to be served on the Owner or Reputed Owner on March 15, 2007. A true and correct copy of the signed Certified Mail Receipt and the Formal Notice are attached hereto as Exhibit "E" and incorporated herein by reference as though fully set forth at length.

13. Claimant completed all work in a good and workmanlike manner on or about December 28, 2006, and no written notice of any deficiency item was received by Claimant at or before the amount claimed herein became due and owing.

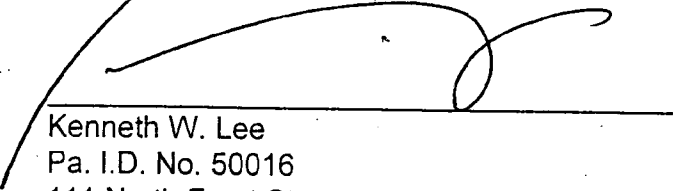
14. The principal amount claimed by Claimant to be due is \$7,017.59, with Claimant also entitled to interest and penalties from December 28, 2006, attorney's fees and costs for the labor, services, equipment and/or materials provided in connection with the Contractor's contract to perform the construction and erection of the improvement upon the premises herein described.

15. Claimant is entitled to interest of 1% per month, a penalty of 1% per month, attorneys' fees and costs pursuant to the Contractor and Subcontractor Payment Act, 73 P.S. § 501 et seq. (Supp. 2007), which Act is incorporated into every construction contract and subcontract for improvements of real estate in Pennsylvania.

16. This lien is claimed against the premises situate at 1633 Phillipsburg Bigler Highway, Rt. 322E, Decatur Township, Clearfield County, Pennsylvania, being more fully described in a Deeds dated May 28, 1998 and April 30, 1999, recorded in the Office of the Clearfield County Recorder of Deeds at Deed Book Volume 1937, pages 18-22, and

at Instrument No. 19907241, Parcel No. 112-P11-000-234 and Parcel No. 112-P11-000-255, true and correct copies of which are attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by reference as though fully set forth at length.

TUCKER ARENSBERG, P.C.



Kenneth W. Lee
Pa. I.D. No. 50016
111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Phone: 717-234-4121
Facsimile: 717-232-6802

93586.1 (010342 - 131000)

VERIFICATION

AND NOW, comes James R. Klein, on behalf of Carpenters Combined Funds, Inc., and verifies that the facts contained in the foregoing Statement of Mechanics' Lien are true and correct to the best of his knowledge, information and belief and that James R. Klein, as Administrator, is authorized to execute this Verification on behalf of the Carpenters Combined Funds, Inc. This Verification is made subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsification to authorities, which provides criminal penalties if a person with intent to mislead makes a written false statement which he does not believe to be true.

Date: 4-12-07

93586.1 (010342 - 131000)

James R. Klein
James R. Klein

FROM : MISSY

FAX NO. : 2658810

Mar. 01 2007 07:47AM P20

VOL. 1937 PAGE 18

THIS DEED

MADE the 27th day of June in the year nineteen hundred and ninety-eight (1998).

BETWEEN RONALD L. THOMPSON and DORIS E. MALINKY, CO-EXECUTORS, of the ESTATE OF LEROY THOMPSON, Deceased, late of Morriedale, PA, hereinafter "Grantor" and Party of the First Part,

A
N
D

CEN-CLEAR CHILD SERVICES, INC., a corporation of body politic, created by and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at R. D. 3, Box 106, Route 322 West, Philipsburg, PA 16866, hereinafter "Grantee" and Party of the Second Part.

WHEREAS, the said Leroy Thompson, became in his lifetime lawfully seized in demise as of fee of the hereinafter described real estate; and being thereof so seized, made his Last Will and Testament, in writing, dated the 10th day of January, 1997, wherein and whereby Ronald L. Thompson and Doris E. Malinky were appointed as Executors; and

WHEREAS, the said Leroy Thompson died on the 15th day of June, 1997, and the said Last Will and Testament was duly probated and is now of record in the office of the Register of Wills in and for Clearfield County, as an examination thereof will more fully reveal,

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of SIXTY-THREE THOUSAND AND NO/100 (\$63,000.00) DOLLARS, the said Ronald L. Thompson and Doris E. Malinky, Co-Executors of the Estate of Leroy Thompson, by virtue of the power granted by law, have granted, bargained, sold, aliened, released and confirmed and by these presents do grant, bargain, sell, alien, release and confirm unto the said Grantee, its successors and assigns,

ALL those two certain pieces or parcels of land situated in the Township of Decatur, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

LOT #1:

BEGINNING at an iron pin located in the ditch on the East side of State Route #2024. Said point is the corner of, now or formerly Lloyd and Helen Waring; thence along lands of same, North fifty-four degrees East (N 54° E), one hundred thirty and eighty-six hundredths feet (130.86) to an iron pin and also the corner of Lot #2; thence along Lot #2, South forty-three degrees, fourteen minutes East (S 43° 14' E) three hundred feet (300.0) to an iron pin located on the North side of an existing thirty-three foot (33.0) access right-of-way; thence along said right-of-way, South fifty-four degrees West (S 54° W), one hundred fifty-nine and seven tenths feet (159.7) to an iron pin located on the

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FROM : MISSY

FAX NO. : 2658810

Mar. 01 2007 07:48AM P21

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East side of State Route #2024; thence along said Road, North thirty-seven degrees, forty-three minutes, ten seconds West (N 37° 43' 10" W), two hundred ninety-seven and seventy-five hundredths feet (297.75) to the place of beginning. Known as Lot #1 on map prepared by Shirokey Surveys and dated January 7, 1998. CONTAINING 0.9926 acre.

LOT #2:

BEGINNING at an iron pin located in a ditch on line of, now or formerly, Joyce Butlin Estate. Said point is also the corner of Lot #1; thence along lands of, now or formerly, Joyce Butlin Estate, North fifty-four degrees East (N 54° E), one hundred feet (100.0) to an iron pipe and also the corner of, now or formerly, Dennis and Cathy Warrick; thence along lands of same, South forty-three degrees, fourteen minutes East (S 43° 14' E), three hundred feet (300.0) to an iron pipe located on the North side of an existing thirty-three foot (33.0) wide access right-of-way; thence along said right-of-way, South fifty-four degrees West (S 54° W), one hundred feet (100.0) to an iron pin and also the corner of Lot #1; thence along Lot #1, North forty-three degrees, fourteen minutes West (N 43° 14' W), three hundred feet (300.0) to point and place of beginning. Known as Lot #2 on map prepared by Shirokey Surveys and dated January 7, 1998. CONTAINING 0.6832 acre.

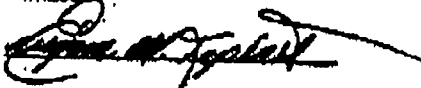
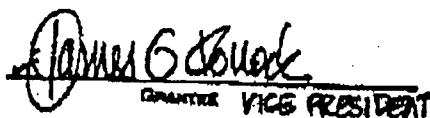
BEING part of the same premises granted and conveyed to Leroy Thompson and recorded in Clearfield County, Pennsylvania, Deed Book 430 at Page 31. Thereafter, Leroy Thompson departed this life Testate on June 15, 1997. His Last Will and Testament, dated January 10, 1997, was duly probated before the Register of Wills of Clearfield County and Letters Testamentary were issued to Ronald L. Thompson and Doris E. Malinky.

BUYER UNDERSTANDS THAT THERE IS NO COMMUNITY OR PUBLIC SEWAGE SYSTEM AVAILABLE TO THE WITHIN PROPERTY. A PERMIT FOR ANY NEW INDIVIDUAL SEWAGE SYSTEM, OR ANY REPAIRS TO ANY EXISTING INDIVIDUAL SEWAGE SYSTEM, WILL HAVE TO BE OBTAINED FROM THE LOCAL AGENCY DESIGNATED AS PROVIDED IN THE PENNSYLVANIA SEWAGE FACILITIES ACT.

NOTICE

IN ACCORDANCE WITH THE PROVISIONS OF "THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1980", (P.L. 96-510), THE UNDERSIGNED, GRANTEE(S) HEREBY CERTIFY THAT (WE KNOW AND UNDERSTAND THAT (WE MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL.

WITNESS:

GRANTEE VICE PRESIDENT

FROM : MISSY

FAX NO. : 2658810

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NOTE:

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL, MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (THIS NOTICE IS SET FORTH PURSUANT TO ACT NO. 255, APPROVED SEPTEMBER 10, 1965, AS AMENDED.

TOGETHER with all and singular, the buildings, improvements, rights, privileges, hereditaments and appurtenances whatsoever thereto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, also the estate, right, title and interest whatsoever of the said Leroy Thompson, at and immediately before the time of his decease, in law, equity or otherwise howsoever, of, in, to, or out of the same.

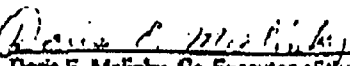
TO HAVE AND TO HOLD the said described messuage or tenement and tract of land, with its hereditaments, and premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to the only proper use and behoof of the said Grantee, its successors and assigns, forever.

AND the said Grantors for the heirs, executors and administrators do hereby covenant, promise, grant and agree, to and with the said Grantee, its successors and assigns, by these presents, that have not heretofore done or committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, estate, or otherwise howsoever.

IN WITNESS WHEREOF, the said Grantors have hereto set their hands and seals the date first above set out.

Signed and delivered in the presence of


Ronald L. Thompson, Co-Executor of the Estate of
Leroy Thompson


Doris E. Malinky, Co-Executor of the Estate of
Leroy Thompson

FROM : MISSY

FAX NO. : 2658810

Mar. 01 2007 07:49AM P23

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CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantor(s) herein is as follows:

R. D. 3 Box 106, Route 322 West
 Phillipsburg, PA 16866

[Signature]
 Agent for the Grantor(s)

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF CENTRE

On this the 26th day of May, 1998, before me, a Notary Public, the undersigned officer, personally appeared RONALD L. THOMPSON, Co-Executor of the last Will and Testament of LEROY THOMPSON, Deceased, known to me (or satisfactorily proven) to be the person described in the foregoing instruments, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF CENTRE

[Signature]
 Notarial Seal
 George S. Test, Notary Public
 Phillipsburg Area, Centre County
 My Commission Expires Sept 18, 2000
 Member, Pennsylvania Association of Notaries

On this the 26th day of May, 1998, before me, a Notary Public, the undersigned officer, personally appeared DORIS E. MALINKY, Co-Executor of the last Will and Testament of LEROY THOMPSON, Deceased, known to me (or satisfactorily proven) to be the person described in the foregoing instruments, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

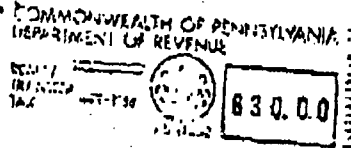
[Signature]
 N.P.
 Notarial Seal
 George S. Test, Notary Public
 Phillipsburg Area, Centre County
 My Commission Expires Sept 18, 2000
 Member, Pennsylvania Association of Notaries

FROM : MISSY

FAX NO. : 2658810

Mar. 01 2007 07:50AM P24

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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

RECORDED in the Office for Recording of Deeds, etc. in and for said County, in Record

Book No. _____ at Page _____

WITNESS my hand and seal this _____ day of _____, 1998.

Recorder of Deeds

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.*Karen L. Starck*Karen L. Starck
Recorder of DeedsPHILADELPHIA COUNTY, PENNSYLVANIA
1% REALTY TRANSFER TAX

AMOUNT \$ 630.00

PAID 3/1/98

Date

KAREN L. STARCK

Agent

4-1-98
CLEARFIELD COUNTY
ENTERED ON RECORD
TIME 12:43 PM
BY *[Signature]*
FEE \$17.00
Karen L. Starck, Recorder

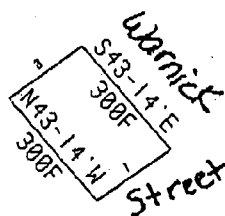
Entered of Record *[Signature]* 3/1/98 12:43 PM Karen L. Starck



1" = 400'

#112-P11-000-234

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FROM : MISSY

FAX NO. : 2658810

Mar. 01 2007 07:51AM P26

three degrees, Fourteen minutes West (N 43° 14' W) Three Hundred feet (300) to an iron pipe located in a drainage ditch; thence along said ditch, North Fifty-four degrees, no minutes East (N 54° 00' E) Two Hundred (200.0) feet to an iron pipe and also the Northwest corner of the Sellers property; thence along the Sellers property, South Forty-three degrees, Fourteen minutes East (S 43° 14' E) Three Hundred feet (300.0) to an iron pin and place of beginning. **CONTAINING 1.366 acres.**

BEING the same premises as vested in the Grantors herein by Deed of Donald Catalano, et ux., dated the 20th day of April, 1993, and recorded in Deed Book Volume 1525 at Page 505.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

UNDER AND SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

FROM :MISSY

FAX NO. :2658810

Mar. 01 2007 07:51AM P27

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness: _____

This _____ day of _____

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

FROM :MISSY

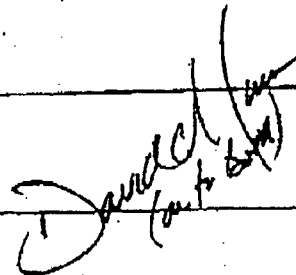
FAX NO. :2658810

Mar. 01 2007 07:52AM P28

AND the said Grantors will **SPECIALLY WARRANT AND FOREVER**
DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals,
the day and year first above written.

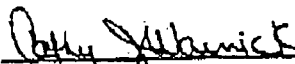
Sealed and delivered
in the presence of



David A. [unclear]



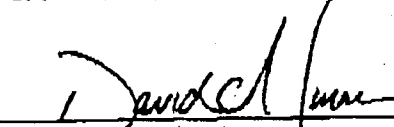
Dennis R. Warnick (SEAL)



Cathy J. Warnick (SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the Grantees herein is as follows:
R. R. #3, Box 108
Route 322 West
Phillipsburg, PA 16866



Attorney for Grantee

COMMONWEALTH OF PENNSYLVANIA

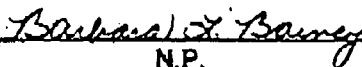
:SS:

COUNTY OF Centre

On this, the 30th day of April, 1999, before me, a Notary Public,
personally appeared, **DENNIS R. WARNICK** and **CATHY J. WARNICK**, his wife, known
to me (or satisfactorily proven) to be the persons whose names are subscribed to the
within instrument, and acknowledged that they executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and
year first above written.





N.P.



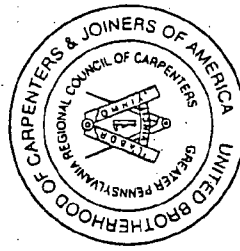
INDEPENDENT CONTRACT

Sixty County Area

Greater Pennsylvania
Regional Council of Carpenters

of the

United Brotherhood of
Carpenters and Joiners of America



(412) 922-6200

www.greaterpccarpenters.org

EXHIBIT

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CONTRACT

This Contract entered into this _____ day of _____, 20____, by and between _____ hereinafter referred to as the "Employer"; and the Greater Pennsylvania Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, (hereinafter referred to as "Regional Council"), for and in behalf of its affiliated Building Construction Local Unions, hereinafter also referred to as the "Union", for the purpose of establishing the rate of wages, hours of work; conditions under which employees shall work for the Employer; to insure and define trade autonomy as set forth in the International Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America, on all construction work in the geographical area covered by this Contract, including but not limited to commercial, industrial, residential, and manufacturing projects and facilities, and all related work such as but not limited to airports and fields, athletic fields, swimming pools, sewers, water mains, grade separations, foundations, parking lots and areas, driveways, access roads, piers, abutments, retaining walls, viaducts, aqueducts, shafts, tunnels, drainage projects, reclamation projects, reservoirs, water supply projects, water power development projects, hydro-electric development projects above grade, train and subway stations, round houses and maintenance and/or repair facilities, and any other assigned work.

This Contract seeks to facilitate, without resort to strikes, slowdowns or lockouts, peaceful adjustment of all grievances and disputes which may from time to time arise between the Employers engaged in construction work in the following Sixty (60) Counties in Pennsylvania, and the Regional Council who is authorized to negotiate this Contract for work in the following Counties:

Adams, Allegheny, Armstrong, Beaver, Bedford, Berks, Blair, Bradford, Butler, Cambria, Cameron, Carbon, Centre, Clarion, Clearfield, Clinton, Columbia, Crawford, Cumberland, Dauphin, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Juniata, Jefferson, Lackawanna, Lancaster, Lawrence, Lebanon, Luzerne, Lycoming, McKean, Mercer, Mifflin, Monroe, Montour, Northumberland, Perry, Pike, Potter, Schuylkill, Snyder, Somerset, Sullivan, Susquehanna, Tioga, Union, Venango, Warren, Washington, Wayne, Westmoreland, Wyoming and York. Furthermore, Pile Drivers will have jurisdiction in six (6) counties in West Virginia: Brooke, Hancock, Marshall, Monongalia, Ohio and Wetzel; and two (2) Counties in Ohio: Columbiana and Jefferson; Lathers will have jurisdiction in three (3) counties in Ohio: Columbiana, Mahoning and Trumbull; in five (5) counties in West Virginia: Hancock, Hampshire, Mineral, Monongalia and Preston; and in two (2) counties in Maryland: Allegheny and Garrett.

As used herein, "Carpenter(s)" shall refer to a person(s) who is a member of union and/or any person who performs or who should be performing any work pursuant to this Contract and/or its addendums.

It is further understood that no liability shall arise on the part of the Employer or the Union by reason of any unauthorized act by any employee or Union member respectively unless and until such unauthorized act is brought to the attention of the Employer or the Union and that party is given a reasonable opportunity to correct said act or ratify same.

ARTICLE I

Term of Contract

Section 1. The term of this Contract shall be from the date of execution to and including May 31, 2010.

Section 2. Should the Employer or the union desire to change or terminate this contract prior to May 31, 2010, notification by the party requesting the same must be submitted in writing to the other party not less than sixty days prior to May 31, 2010; otherwise, this contract shall continue in full force and effect until the expiration of the next succeeding contract.

Section 3. Signatory employers agree to be bound by wage, fringe benefit, and employee deduction changes negotiated between the Union and the respective employer associations in the areas covered under Appendices II through XI through May 31, 2010.

ARTICLE II

Declaration of Principles

Section 1. The Employers and the Union hereby adopt the following principles as an absolute basis for this Contract:

- (a) There shall be no limitation as to the amount of work a Carpenter shall perform during the working day.
- (b) There shall be no restriction of the use of any safety approved machinery or tools (welding torch is considered a tool of the Trade) when furnished by the Employer.
- (c) No unauthorized person shall have the right to interfere with working members during working hours.
- (d) The Employer or his agents shall not use abusive language or employ excessive rushing tactics on jobs.
- (e) The foreman shall be selected by, and be the agent of the Employer and shall be responsible for having this Contract carried out in full. All foremen shall be members of a Local Union affiliated with the Regional Council.
- (f) Carpenters shall be at liberty to work for any signatory Contractor and shall receive the wages, fringe benefits and conditions agreed upon in this Contract.

The Employer agrees that on projects covered by this Contract, work assignments by Employers and their sub-contractors shall be governed by this Article.

Acoustic Ceilings

The unloading, distribution and installation of all materials and component parts of all types of acoustic ceilings and plenums, regardless of their material composition or method of manner of their installation, attachment or connection, including, but not limited to the following items is the work of the Carpenters: all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of materials or methods of attachment, all integrated gypsum wall board ceiling heat panels, fill, all main tees, cross tees, splines, plays, wall and ceiling angles or moldings, all backing board and all finish ceiling materials regardless of method of installation excepting acoustic plaster.

Doors

Carpenters shall unload, distribute and install all prefinished wooden doors, hollow metal doors, overhead or mechanical doors, whether steel, aluminum or plastic and all supporting systems. Carpenters shall install all hollow metal jumbs and hardware on doors whether they be interior or exterior.

Floor Covering

The term "Carpeting" shall include all measuring, lay-outs, remaking, cutting, fitting, sewing, binding, sizing, laying and installation of carpeting on the job or in the shop.

Resilient Floors shall consist of and include the laying of all cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or laid in with linopaste, glue, mastic or substitute materials.

All wood flooring, whether nailed or laid in mastic is the work of the Carpenter. All necessary preparatory work including the scraping, filling of holes, nailing, lay of paper or other underlayments are the work of the Carpenter. The sanding or refinishing of all wood floors, either by hand or power machine, is the work of the Carpenters.

Carpeting and all sewing, binding, stretching, repairing of carpets, either by hand or power machine is work of the Floor Coverer.

All work under this subsection is under the jurisdiction of the Floor Coverers and Decorators Local Union 1759, and affiliate Local Unions of the Regional Council.

Floor Covering Foreman: The company foreman shall perform the duties assigned to him/her by the company including but not limited to supervision

and/or coordinator of all the company's jobs and/or supervision of single jobs and/or installation of flooring materials. The owner may not be the foreman. Floor Covering contractors employing two (2) or more floor coverers on a job shall designate one (1) as the sub-foreman to serve as the lead man/woman on that jobsite and paid on a straight time hourly basis as negotiated in the local area CBA at not less than seventy-five (\$75) cents per hour over and above that paid journeyman floor coverers. Should the designated company foreman be assigned to a jobsite, he/she shall serve as the lead man on that jobsite and no additional sub-foreman shall be required.

Forms

The fabrication and refabrication of all forms and the dismantling when they are to be reused again shall be performed by the Carpenters. This includes removable corrugated metal forming systems, i.e. Mulach Steel Forming Systems, and all other patented forming systems. When power rigging is used in the setting or dismantling of forms and the necessary false work, all handling, rigging and signaling shall be done by Carpenters. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, etc., and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery is the work of the Carpenters. Framing in connection with the setting of bulkheads; fabrication of screeds and stakes for floors and forms for articles are the work of the Carpenters. The handling of lumber, fabricated forms and form hardware shall be from the adjacent stockpile. The building and moving of all scaffolding for runways and staging is the work of the Carpenters. The cutting or framing of openings for piles, conduit, ducts, etc., when they pass through floors, partitions or forms shall be performed by Carpenters. The finishing of any concrete pour shall be the work of the Carpenter.

During the pouring of structural forms, it is mutually agreed that the Employer shall assign qualified Carpenters to observe the stability of forms. This shall only apply to structural floors, beams, columns, retaining walls six (6) feet in height or over, etc. When such is poured before, during and after regular working hours, a Carpenter shall remain on the job to perform his regular work and be available in case forms need adjustment.

When setting up pre-cast units, the Carpenters shall perform all rigging, setting, aligning and hand signaling necessary for the operation.

Residential Work

Residential work is herein defined as all work in connection with: construction, alteration or repair of all residential units, including but not limited to single dwellings, duplexes, row houses and other building of four (4) stories and

Retail Stores

The unloading, handling, distribution and erection of all store fixtures, display cases, shelving and displays are the work of the Carpenters. The reconfiguration of the fixtury, ie. the moving and resetting of fixtures in renovations or additions is the work of the Carpenter.

Roofing

All units of shingles or shake or panel, including rolled regardless of material, and the underlayment is the work of the Carpenters.

The erection of tectum type plank, gyp type planking, concrete type planking, fiberboard or similar materials shall be installed by the Carpenters.

Installation of skylights, roof hatches and all related blocking is the work of the Carpenters

Scaffolding

All scaffolds necessary for the Carpenters and Multi-Trade scaffolding shall be erected and dismantled by the Carpenters. All scaffolding in excess of fourteen (14) feet in height shall be erected and dismantled by the Carpenters including all weather protection and safety protection necessary for the performance of the construction work. The erection, dismantling, unloading, loading, and handling of all material and equipment for all specialty scaffolding is the work of the Carpenter. This includes all types of systems and specialty scaffolding to include, but not limited to, QES, Safway, Dura-Lok, etc.

Shades, Venetian Blinds and Draperies

The term "Shades, Venetian Blinds and Draperies" shall include all manner of making, measuring, repairing, sizing, hanging and installation of necessary fixtures and hardware for same and shall be the work of the Floor Coverer in its entirety.

Sink Tops, Cabinets and School Equipment

The unloading, distribution and installation of all sink tops, cabinets, hoods, laboratory furniture, base and wall units, is the work of the Carpenters. Gymnasium equipment such as backboards, bleachers, scoreboards, lockers, etc. is the work of the Carpenter. Library equipment is the work of the Carpenter.

Weather and Spray Protection

The fabrication, erection and removal of frames, enclosures of buildings or scaffolds, the draping of tarps, visqueen or similar coverings, when secured by wire, nailing, bolting or clamps shall be the work of the Carpenters in its entirety.

The handling and setting up of all temporary enclosures shall be the work of the Carpenters in its entirety.

Welders

Employees covered by this Contract shall perform all burning and welding in conjunction with Carpenters and that classification of work which comes under the jurisdiction of the Regional Council. When a safety man is required in the welding operation, he shall be a member of the Carpenters' Union.

Windows, Walls and Partitions

Excluding masonry and plaster, all work in connection with the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment of connection, including but not limited to the following items: All floor and ceiling runners, studs, stiffeners, cross bracings, fire-blocking, resilient channels, furring channels, doors and windows including frames, casing, moulding, base, accessory trim items, gypsum drywall materials, the making and installing of all backing for fixtures and welding of studs or other fasteners to receive materials being applied by Carpenters, laminated gypsum systems backing board, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal installation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, all toilet partitions and insulated translucent wall and ceiling systems, and all other necessary or related work in connection therewith, shall be performed by Carpenters.

The Employer recognizes and acknowledges that all drywall work and all drywall components mentioned above, interior or exterior, or utilizing these components mentioned (studs, gypsum board or insulation) such as in Cota, Drivit or similar systems, and any drywall finishing applications is under the jurisdiction of the Regional Council and that such work is the work of the Carpenters.

The erection of exterior metal studs shall be performed by the Carpenter employees of the Employer. The installation of windows, metal or wood, is the work of the Carpenter. Windows attached to metal studs shall be erected by the Carpenters.

The installation of rockwool, cork, fiberglass, tectum, Styrofoam and other insulation material used for sound or weatherproofing, the renewal for caulking and replacing of staff bead, brick mould and all Oakum, caulking, substitutes and all other caulking in connection therewith, and the installation of chalk-boards, cork and lack boards, are Carpenter work.

During the normal work week, Monday through Friday, any employee scheduled to work after the normal scheduled eight (8) hours work day (including the lunch period if worked), shall be paid one and one-half (1-1/2) times the regular rate of wages as specified in the Appendices.

All work performed on Saturdays, with the exception of make-up days, shall be paid at the rate of one and one half time the regular straight time rate of wages. Sundays and holidays are to be paid at the double time rate.

Should a Holiday fall on a Sunday, it will be celebrated on a Monday. The following days are recognized as legal Holidays:

New Year's Day	Labor Day
Good Friday	Veterans Day*
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

* Note: Veterans Day will be celebrated on the Friday following Thanksgiving Day.

The Employer agrees to secure permission from the Union for all Saturday, Sunday, Holiday, Shift Work, Make-up Days and also to inform the Union by telephone or in person, of intentions to work overtime during the first five (5) days of the week, namely Monday through Friday. If the Employer is unable to make contact with the Council Representative for the Union for that area, the Employer shall obtain the permission directly from the Regional Council.

It is further agreed that all overtime work shall be pro-rated among those employed on the job, as far as practicable, and the job steward or his designated alternate shall be included among those working at all times.

In the event there is a grievance or the Employer violates the intent of the time and one-half (1-1/2) provisions of this Agreement, the Union shall submit the dispute directly to step (b) of the Grievance and Arbitration Clause, and follow the arbitration procedures outlined therein. If the Employer is found to be in violation, the employee shall be paid double the regular straight time rate of wages for the hours worked, and the Employer shall be bound to institute shift work, hire additional employees, or cease overtime work. If the Employer refuses to comply with the decision of the Arbitrator or a Court, the Union shall have the right to engage in a strike and such strike shall not be deemed a violation of this Agreement.

Section 3. When two (2) or more shifts are required on the same operation, the first shift and second shift shall work eight (8) hours between the hours established for that job or project; and the third shift shall work seven (7) hours and receive eight (8) hours pay. Any work in excess of seven (7) hours on third shift, shall be paid for at the prescribed overtime rate. Third shifts shall work Friday night in order to complete a full five (5) day week at the straight

time rate of wages prescribed in this Section (eight (8) hours pay for each shift). Not more than one (1) hour shall intervene between shifts unless due to job conditions, the Union and the Employer agree to other arrangements. All work performed between the beginning of the first shift on Saturday until the beginning of the first shift on Monday shall be considered as overtime and paid at the applicable rate for that day.

Ten Hour Days

Section 4. Contractors may institute a four day work week of ten (10) hour days without incurring overtime where such work week is not prohibited by the Federal Contract Work Hours and Safety Standards Act or any other Federal or State Laws or Regulations or job contract conditions.

Time and one-half (1-1/2) will be paid for all work in excess of ten (10) hours per day and forty (40) hours per week. Where, due to inclement weather, forty (40) hours have not been worked in the week (exclusive of overtime) time worked on Friday or Saturday shall be at straight time basis. Friday shall be the primary make-up day, however, if Friday cannot be used as the make-up day due to inclement weather, Saturday may be used as the make-up day. In the event make-up time is to be worked, not less than an eight (8) hour day shall be scheduled. If Saturday is used as the make-up day, the Council office shall be notified by telephone or fax.

Any employee hired on any day of the week, Monday through Thursday, and who does not lose time from the day of his initial hire until Friday shall receive time and one-half (1-1/2) the regular rate of wages for Friday or Saturday.

Holidays occurring on any day of the week from Monday through Thursday shall not be considered as a day worked. When a holiday falls in the work week, the foreman shall be paid eight (8) hours for the holiday at the straight time rate.

When two (2) shifts are required on the same operation, either two (2) shifts of eight (8) hours per shift between the hours established for that job or project or two (2) shifts of ten (10) hours per shift between the hours established for that job or project may be used. Any work in excess of eight (8) hours on an eight (8) hour shift operation shall be paid for the prescribed overtime rate. When three (3) shifts are required the first and second shifts shall work eight (8) hours between the hours established for that job or project; the third shift shall work seven (7) hours and receive eight (8) hours pay. Any work in excess of seven (7) hours on the third shift shall be paid at the prescribed overtime rate. Second and third shifts shall work Friday night in order to complete a full five (5) day week at the straight time rate of wages prescribed in this section (eight (8) or ten (10) hours' pay for each shift). Not more than one (1) hour shall intervene between shifts unless due to job conditions, the Union and the Employer agree to other arrangements. All work performed between the beginning of the first shift on Saturday

addition, job supervision responsibility shall include but, not be limited to, the coordination of that Specialty Contractor's work.

Apprentices

Section 2. Apprentices shall be indentured to the Carpenters' Joint Apprenticeship Committee, with the understanding that the Employer will provide reasonable and varied types of work, whenever possible, throughout the indenture period.

When three (3) Journeymen Carpenters are employed on the job or in the Regional Council area, the fourth (4th) Carpenter to be employed shall be an Apprentice, if available. An additional Apprentice shall be employed for each additional three (3) Carpenters. Each Apprentice shall work with and be under the supervision of a Journeyman Carpenter at all times. The ratio of Apprentices to Journeymen will be determined by a job basis or contractor basis based on a yearly average employment within the Regional Council area. Based on economical and working conditions, this ratio may be changed for the employment of Apprentices and shall be at the discretion of a responsible Union member of the Carpenters Joint Apprenticeship Committee.

Conditions and rules governing Apprentices shall be those adopted by the Carpenters' Joint Apprenticeship Committee, copies of which are incorporated by reference in this Contract.

Pre-Apprentices

Section 3.

- a. Employment of a pre-apprentice does not in any way alter or change the craft jurisdiction of the carpenter or carpenter apprentice.
- b. Hiring of pre-apprentices is the prerogative of the employer. The employer assumes responsibility for recruiting the pre-apprentice and/or may draw upon any existing pool maintained by the JATC.
- c. At no time will the hiring of a pre-apprentice result in the layoff of any journeyman or apprentice.
- d. The pre-apprentice shall, within eight (8) days of employment, become and remain a member in good standing of the Union as a condition of continued employment.
- e. Only after six (6) journeymen and two (2) apprentices are on said job, can a pre-apprentice be hired (and a 6:2:1 ratio to be continued throughout the job).
- f. Pre-apprentices shall work under the supervision of the carpenter foreman and the work they perform will be incidental to the work normally performed by carpenter journeyman or apprentices.

g. After a minimum of 1,000 hours of "on the job training" and upon meeting the apprenticeship requirements, a pre-apprentice may become an apprentice. This requirement may be waived at the discretion of the JATC.

h. The employer shall notify the apprenticeship office no later than the 10th day of each month of the number of hours worked by the pre-apprentice in the previous month.

i. The pay rate shall be 40% of the journeyman rate. After the first 500 hours, the employer agrees to contribute into the Greater Pennsylvania Carpenters' Medical Fund only, an amount as listed in the Appendices. From the pre-apprentices' time of employment, the Employer agrees to contribute amounts as listed in the applicable appendices to the respective UBC Funds.

j. The JATC will conduct a safety class for the pre-apprentice.

Travel Regulations

Section 4.

a. When an employee is moved during the day from one job to another, the Employer agrees to pay the parking charges at the actual job location.

b. When an employee is required to travel to a job outside of their Zone, the employee shall receive \$2.00 per day plus IRS mileage allowance from their Zone to the job site both ways. Should the employee be required to spend the night at the job location, out-of-town living expenses shall be paid on the regular pay day at the rate of \$80.00 per day effective June 1, 1998 and that amount shall remain in effect for the duration of the Contract plus the mileage to and from the job locations from their Zone area.

c. In the event any employee is required to travel excessive distances either within their Zone area and is not paid reasonable travel expenses by the Employer, he may refer the grievance to the Joint Travel Committee consisting of three (3) members of the company and three (3) members of the Greater Pennsylvania Regional Council of Carpenters for adjudication. Their resolution shall be binding on all parties.

d. The travel expenses, daily allowance and the out-of-town living expense will not become a part of the employee's gross pay but shall be paid as an expense in excess of gross wages and shall be noted separately on the pay stub.

e. The mileage allowance shall not apply if the Employer furnished the employee transportation. In the event carpenter employees are driving together, the employer shall pay the travel allowance to the driver.

Fringe Options

Section 5. Should the Union desire to allocate any wage increases to existing or mutually agreed Fringe Benefit Funds, it shall have the right to do so upon

The Employer is responsible for proper scheduling of radiation exposure for each and every employee to comply with State and Federal Regulations in each work assignment and shall provide all personnel and equipment, including health physics technicians necessary to control the amount of radiation received.

Section 3. Rigging will be done and hand signaling will be given by the Carpenters on all work which is installed by the Carpenters and is under the Carpenters' jurisdiction.

Section 4. All special equipment, including safety equipment, shall be furnished by the Employer, and must comply with all Local, State and Federal regulations.

Section 5. The Employers covered by this Contract agree to abide by and enforce the Building Construction Industry Advancement Program and the Building Trades Joint Safety Committee, and OSHA Regulations.

Section 6. When a Carpenter is performing welding or burning operations, another Carpenter shall assist and act as a safety man when the situation warrants.

Section 7. The Employer shall provide proper gloves and protective materials to safeguard its Carpenter employees. The Employer shall be responsible for the replacement of tools, shoes and clothing of the employees which are substantially damaged in the performance of their duties. This shall also prevail when employees are working in areas where the atmosphere contains excessive corrosive fumes.

Section 8. It is agreed and understood that construction work generally is hazardous. It is the intent of both parties that every effort be made to protect the well-being of all employees. The Employer agrees that they shall assign adequate personnel to maintain safety compliance.

All provisions of the Occupational Safety, Health and Accident Law (OSHA) and the State Safety Laws shall be strictly adhered to and complied with. The employee shall have the right to refuse to perform work in the areas where the full OSHA Standards and State Safety Laws are not adhered to and maintained.

(a) Employees working on preparatory work to conform to all provisions of the Occupational Safety, Health and Accident Law and the State Safety Laws and OSHA Standards.

(b) Preparatory work, which shall include but, not be limited to, preparations for safety, weather protection, work on swinging or hanging scaffolds, bosun chairs, stagings and ladders, which are performed twenty-five (25) feet, or more above grade or other safe horizontal plane below to conform in strict accordance with the State Safety Regulations and OSHA Standards.

(c) Work performed ten (10) feet below grade, in caissons, tunnels, sumps, trenches, ditches and excavated areas for retaining walls and other structures so

that banks can be braced in strict accordance with State Safety Regulations and OSHA Standards.

The Employer shall furnish proof to the Union that Employer has properly provided for the employee under the State Unemployment Compensation Laws and the State Workers' Compensation Law.

Any Carpenter injured on a job-incurred accident during the shift and requiring emergency treatment by a physician or hospitalization, shall receive pay for the full shift. However, if the injured Carpenter is released to return to work and does not return to work, then he shall receive pay only for the actual time worked.

Should the employee be required to visit the Employer's designated doctor during a regular work day, the employee shall be paid for the time necessary for such visits. If the injured employee is employed by a Contractor other than with whom the original accident occurred, he shall not be paid for any time for treatments, other than the Compensation Law or the Insurance Laws allow.

ARTICLE XII Union Representatives.

Section 1. Union Council Representatives shall have access to all jobs on which the Employer is performing a part of, or all of its work. Where the Employer does not have control of entry to the job, the Employer will not interfere with the Union's obtaining the right of entry from the responsible party.

Section 2. On any job of the Employer which requires two (2) or more employees, the Union Council Representative shall have the right to place on the job that second individual and appoint him the job steward. The employee designated as the job steward shall be a qualified Journeyman and must fully perform his duties as directed. The Steward shall be granted sufficient time to perform his duties. Failure of the steward to fully perform his duties will warrant replacement.

Section 3. Under no circumstances shall the Union Steward be laid off, dismissed, transferred or have his job classification changed for any reason without first consulting the Union, and then only for good and just cause shall the Employer dismiss a Union Steward. The Union Steward shall be the last Journeyman to be laid off, and the first Journeyman called back on the restarting of jobs. Absolutely no Carpenter work shall be performed in the absence of the Steward; this shall not apply if the Steward is absent from work.

Any and all job conditions granted to stewards under the employ of the Contractor shall be granted equally to the Carpenters' Stewards.

Section 4. Employers are to permit Job Stewards to attend meetings called by the Union at the job site.

Section 5. An Employer qualified designated person or the Steward shall accompany any seriously ill or injured member to the hospital or physician's

amounts listed for each employee covered by this Contract as specified in the Appendices of this Contract.

The Employer shall submit payments to the Carpenters' Combined Funds, Inc. or its designee no later than the last day of the month following the month for which payments are being made, or sooner, if the applicable Agreement and Declaration of Trust requires.

Section 2. All the terms and provisions of the Agreements and Declarations of Trust creating the aforesaid Funds as amended are hereby accepted by the parties hereto, and a copy of said Agreements and Declarations of Trust are incorporated by reference into this Contract and made a part hereof.

Section 3. The weekly pay stub shall indicate such payments, based on the percentage of gross wages, or the negotiated hourly amount, for which contributions are being submitted.

ARTICLE XVI

UBC International Health and Safety Fund, the International Apprenticeship Fund, Labor-Management Education Development Fund Contributions (Containing WPRDC Marketing Monies) and the National Floor and Wall Fund

All monies pertaining to these Funds shall be paid as per the applicable appendices required.

ARTICLE XVII

Industry Advancement Funds

As set forth in the applicable appendix, the Contractor agrees to contribute monies to the Carpenters' Training and Education Fund, or in the alternative, the Contractor may elect to contribute the monies to the applicable Industry Advancement Fund, which shall be utilized strictly for safety and training programs.

Once an election is made by the Contractor, he shall not be permitted to revoke, rescind, or cancel said election during the term of this Contract. The contribution shall not be considered as part of an employee's wages for purposes of income tax, social security, and other federal and state taxes or assessments.

ARTICLE XVIII

Union Security Clause and Dues Check-Off

Section 1. The Employer recognizes and acknowledges that the Union represents a majority of its employees in an appropriate unit for purposes of collective bargaining. The Employer recognizes the Union as the exclusive bargaining agent for all employees performing work within the Union's trade

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jurisdiction on all present and future job sites within the Union's geographic jurisdiction.

Section 2. It shall be a condition of employment that all employees of the Employer covered by this Contract who are members of the Union in good standing on the execution date of this Contract shall remain paid up members in good standing, and those who are not members on the execution date of this Contract, shall on or after the eighth (8th) day following the execution date of this Contract, or for new employees after the eighth (8th) day following the beginning of employment, become and remain paid up members in good standing in the Union.

Section 3. During the term of this Contract, or any renewal or extension thereof, upon written authorization, the Employer shall deduct from the pay of each employee the authorized amount of gross wages as Working Dues. All monies deducted as Working Dues by the Employer shall be remitted to the collection agent in the manner and method provided for in the Article entitled Consolidated Report and Check.

Section 4. The Employer shall make every reasonable effort to make available the Authorization Cards to the employee for signature and the signed cards will be maintained by the Greater Pennsylvania Regional Council of Carpenters.

Section 5. The Employer shall have the right to transfer or assign employees to their various projects.

Section 6. When new employees are required, the Employer shall give first consideration in hiring to the unemployed Carpenters in that area. Hiring will be on a non-discriminatory basis. The Employer shall have the right to request or select Journeymen Carpenters from the unemployed whom they consider qualified and satisfactory to perform the necessary work.

Section 7. In the event the Union fails to furnish Carpenters within forty-eight (48) hours, the Employer may secure employees from other sources.

ARTICLE XIX

Carpenters' of Greater Pennsylvania Legislative Program

Section 1. The Employer agrees to deduct two (\$.02) cents per hour paid from the wages of its Carpenter employees. This money shall be designated as an employee deduction and be made payable to the Carpenters' Combined Funds, Inc.

Section 2. The monies as described above shall be paid into the Carpenters' Joint Apprenticeship Program/Carpenters' Joint Advanced Training Program ("Training Program"). The employee may elect, however, to have the monies paid into the Carpenters' Legislative Program of Greater Pennsylvania. To elect this option, the employee must authorize in writing that the two (\$.02) cents shall be paid into the Legislative Program. The written authorization cards shall be maintained by the Greater Pennsylvania Regional Council of Carpenters.

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Section 2. The Union has the right, but not the duty, to require a new Employer having no experience with the Fringe Benefit Funds and/or wage rates applicable to this Contract to post security for the payment of any amount due to said Funds or Carpenter employees in the form of a cash or a corporate surety bond in the amount to be determined by the Union; provided that if within six (6) months from the date the first payment is due to the Funds or the employees, the new Employer has not been delinquent, the Bond will no longer be required except as provided in Section 1 of this Article.

Section 3. The Union may also demand of any new Employer, or an Employer who has a history of delinquency in the remittance of fringe benefit payments, that the Employer be required to make weekly payments to the Carpenters' Combined Funds, Inc., which shall be remitted no later than the seventh (7th) day following the week which the report covers. Substantiation of the payments shall be furnished the Union Steward or other authorized representative of the Union. Should the Employer maintain a prompt record of contributions for at least six months, the Union may return the Employer to the status of making payments on a monthly basis.

Section 4. In the event an Employer fails for any reason to satisfy the specified security arrangement described in this Article:

- (a) The Union shall have the right, but not the duty, to engage in a strike against such Employer and such strike shall not be deemed a violation of this Contract; and/or
- (b) The Employer shall be personally liable to the Carpenters' Combined Funds, Inc. for all then existing or future unpaid amounts due and payable to the Funds. In the event the Employer is a corporation, liability under this section shall be imposed not only on the corporation, but also personally on each corporate official of that Employer who is empowered to sign checks and/or execute any agreement.

Delinquencies

Any employer contributions or remittances payable to the Carpenters' Combined Funds, Inc. or its designated collection agent shall be considered delinquent if not received by the Fund Office as outlined in the appropriate Agreement Declaration of Trusts which are hereby incorporated by reference. Non-payment or late payment by any Employer of any Contribution shall not relieve any other Employer of its obligation to make timely payments.

ARTICLE XXV

Legal Jurisdiction and Venue

With respect to any legal action filed against the Employer, its officers or principals, it is agreed that such action may be instituted in the United States District Court for the Western District of Pennsylvania, or in the Court of Common Pleas of Allegheny County, at the election of the party or parties bringing such action.

The defense of improper or lack of venue shall not be raised by the Employer. Should any Employer have its place of business outside of Allegheny County, it agrees that service of legal process by regular mail directed to the last known address of the Employer shall be proper service upon the Employer.

ARTICLE XXVI

Separability and Savings Clause

If any article or section of this Contract should be held invalid by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Contract shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit their demand to formal arbitration.

Any provision of this Contract that is prevented from being put into effect because of applicable legislation, executive order, or regulations dealing with wage and price stabilization, then such provisions, or any part thereof, shall become effective at such time, in such amounts and for such periods, prospectively as soon as will be permitted by law at any time during the life of this Contract or any extension thereof.

Sixty County Independent Contract 20 _____

Executed on this _____ day of _____, 20 _____

EMPLOYER:

Company Name _____

Check: Corporation _____ Partnership _____ Sole Proprietorship _____

Joint Venture _____

Signature _____

Please Print Name _____

Title _____

Witness _____

List Names/Titles of Other Officers/Owners _____

Address _____

City _____

State _____ Zip _____

Phone Number () _____ Fax () _____

Federal Identification Number _____

Workers' Comp. Insurance Carrier No. _____

Unemployment Comp. Acct. No. _____

UNION:

GREATER PENNSYLVANIA
REGIONAL COUNCIL OF CARPENTERS
495 Mansfield Avenue
Pittsburgh, PA 15205
Phone: (412) 922-6200

Signature _____

Print Name _____

Title _____

Witness _____

Date _____

• Floor Coverer employees: The Employer agrees to contribute two (\$.02) cents per hour paid to the UBC National Floor and Wall Fund. This money shall be designated as an Employer contribution and made payable to the Carpenters' Combined Funds, Inc. to be distributed to the UBC National Floor and Wall Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) per cent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all Members. Also, on all projects, two (\$.02) cents per hour paid, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania and thirteen cents (\$.13) per hour paid effective January 1, 2004 shall be deducted from all members for the Carpenters' Advancement Program and submitted with the Fringe Benefit payments. If the employee does not wish his/her money to be contributed to the Legislative Program and Advancement funds, it will automatically revert to the Apprentices Program.

APPENDIX II WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING COUNTIES: LAWRENCE, MERCER AND EASTERN OHIO (ZONE II)

Category	Date	Date
	6/1/05	6/1/06
Journeyman	\$23.95	\$24.68
Foreman	\$24.95	\$25.68
General Foreman	\$25.45	\$26.18
First Year Apprentice	\$10.77	\$11.11
Second Year Apprentice	\$14.37	\$14.81
Third Year Apprentice	\$17.96	\$18.51
Fourth Year Apprentice	\$21.56	\$22.21
Pre-Apprentice	\$ 9.58	\$ 9.87
		\$10.17

FRINGE BENEFITS (UNLESS OTHERWISE NOTED) *G.W. SHALL MEAN GROSS WAGES

Pension Fund	Medical Plan	Annuity & Savings Fund	Appr. Training Fund	Const. Adv. Fund	UBC Health & Safety Fund	UBC Appr. Training Fund	UBC Labor Mgmt. Educ. Dev. Fund
11% G.W.	19% G.W.	8% G.W.	3% G.W.	6% G.W.	\$0.02/hour	\$0.02/hour	\$0.02/hour

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

• First and Second Year Apprentices fringe benefit differences:
Medical Plan - 31% G.W.

• Third and Fourth year apprentices fringe benefit differences:
Medical Plan - 19% G.W.

• Pre-Apprentices fringe benefit differences:

- Medical Plan - 25% of G.W. after 500 hours
- Pension Plan - 11%
- Annuity & Savings Fund - 0%

Second Year

Pension 5% G.W.
Medical 26% G.W.
Annuity & Savings 4% G.W.
Ind. Adv./App. Train. 1.55% G.W.

Third Year

Pension 7% G.W.
Medical 24% G.W.
Annuity & Savings 4% G.W.
Ind. Adv./App. Train. 1.55% G.W.

Fourth Year

Pension 9% G.W.
Medical 21% G.W.
Annuity & Savings 5% G.W.
Ind. Adv./App. Train. 1.55% G.W.

• Pre-Apprentices fringe benefit differences:

- d. Medical Plan - 30% of G.W. after 500 hours
- e. Pension Plan - 0%
- f. Annuity & Savings Fund - 0%

• Floor Coverer employees: The Employer agrees to contribute two (\$0.02) cents per hour paid to the UBC National Floor and Wall Fund. This money shall be designated as an Employer contribution and made payable to the Carpenters' Combined Funds, Inc. to be distributed to the UBC National Floor and Wall Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) per cent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all Members. Also, on all projects, two (\$0.02) cents per hour paid, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania June 1, 2003 and thirteen cents (\$0.13) per hour paid effective January 1, 2004 shall be deducted from all members for the Carpenters' Advancement Program and submitted with the Fringe Benefit payments. If the employees does not wish his/her money to be contributed to the Legislative Program and Advancement funds, it will automatically revert to the Apprentices Fund.

APPENDIX IV WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING COUNTIES: MCKEAN, VENANGO AND WARREN (ZONE IV)

Category	Date	Date	Date
	6/1/03	6/1/06	6/1/08
Journeyman	\$21.33	\$21.80	\$22.42
Foremen	\$22.33	\$22.80	\$23.42
General Foremen	\$23.33	\$23.80	\$24.42
First Year Apprentice	\$ 9.60	\$ 9.81	\$10.09
Second Year Apprentice	\$12.80	\$13.08	\$13.45
Third Year Apprentice	\$16.00	\$16.35	\$16.82
Fourth Year Apprentice	\$19.20	\$19.62	\$20.18
			\$20.74

FRINGE BENEFITS (UNLESS OTHERWISE NOTED) *G.W. SHALL MEAN GROSS WAGES

Pension Fund	Medical Plan	Annuity & Savings Fund	Ind. Adv./Fund	Appr. Training Fund	UBC Health & Safety Fund	UBC Appr. Training Fund	UBC Labor Mgmt. Educ. Dev. Fund
10% G.W.	20% G.W.	6% G.W.	\$0.05/hour	\$2.50/hour	\$0.02/hour	\$0.02/hour	\$0.02/hour

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

• Apprentices fringe benefit differences:

Medical Plan - First Year 34%

Second Year 27%

Third Year 24%

Fourth Year 20% effective 6/1/05 and 21% effective 6/1/06 (fourth year apprentice only)

• Pre-Apprentices fringe benefit differences:

g. Medical Plan - 25% of G.W. after 500 hours

h. Pension Plan - 0%

i. Annuity & Savings Fund - 0%

• Floor Coverer employees: The Employer agrees to contribute two (\$.02) cents per hour paid to the UBC National Floor and Wall Fund. This money shall be designated as an Employer contribution and made payable to the Carpenters' Combined Funds, Inc. to be distributed to the UBC National Floor and Wall Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) per cent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all Members. Also, on all projects, two (\$.02) cents per hour paid, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania, and thirteen (\$.13) per hour paid effective January 1, 2004 shall be deducted from all members for the Carpenters' Advancement Program, and submitted with the Fringe Benefit payments. If the employee does not wish his/her money to be contributed to the Legislative Program and Advancement fund, it will automatically revert to the Apprentices Fund.

APPENDIX VI WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING COUNTIES COVERED BY LOCAL 76 HAZELTON:

Zone 1

For the Counties: Montour, Northumberland, Snyder and Union except Shamokin Dam Power Station in Snyder County, PPL Montour Steam Electric Station in Montour County and Merck Co. Inc. in Northumberland County, the wage rates are as follows:

Journeyman Carpenters						
Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr. Total
May 1, 2005	\$ 21.31	\$ 4.40	\$ 2.90	\$ 1.00	\$.10	\$.30 \$ 30.01
May 1, 2006	\$ 22.34	\$ 4.40	\$ 3.15	\$ 1.00	\$.10	\$.35 \$ 31.34
May 1, 2007	\$ 23.42	\$ 4.40	\$ 3.40	\$ 1.00	\$.10	\$.35 \$ 32.67

*Contributions made to the Annuity Fund are based on hours paid. All other contributions to all other Funds are based on hours worked.

Foreman

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr. Total
May 1, 2005	\$ 23.06	\$ 4.40	\$ 2.90	\$ 1.00	\$.10	\$.30 \$ 31.76
May 1, 2006	\$ 24.09	\$ 4.40	\$ 3.15	\$ 1.00	\$.10	\$.35 \$ 33.09
May 1, 2007	\$ 25.17	\$ 4.40	\$ 3.40	\$ 1.00	\$.10	\$.35 \$ 34.42

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

*Contributions made to the Annuity Fund are based on hours paid. All other contributions to all other Funds are based on hours worked.

APPENDIX VII
WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING
AREAS COVERED BY LOCAL 191 YORK NOW REFERRED TO AS
LOCAL 214 - LEBANON PA:

York County, except Harrisburg State Airport and the Defense Distribution Center located in New Cumberland, York County.

Journeyman Carpenters

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 21.54	\$ 4.40	\$ 2.90	\$ 1.00	.10	.30	\$ 30.24
May 1, 2006	\$ 22.24	\$ 4.40	\$ 3.15	\$ 1.00	.10	.35	\$ 31.24
May 1, 2007	\$ 22.99	\$ 4.40	\$ 3.40	\$ 1.00	.10	.35	\$ 32.24

Foreman

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 24.26	\$ 4.40	\$ 2.90	\$ 1.00	.10	.30	\$ 32.96
May 1, 2006	\$ 25.03	\$ 4.40	\$ 3.15	\$ 1.00	.10	.35	\$ 34.03
May 1, 2007	\$ 25.86	\$ 4.40	\$ 3.40	\$ 1.00	.10	.35	\$ 35.11

General Foreman

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 26.71	\$ 4.40	\$ 2.90	\$ 1.00	.10	.30	\$ 35.41
May 1, 2006	\$ 27.54	\$ 4.40	\$ 3.15	\$ 1.00	.10	.35	\$ 36.54
May 1, 2007	\$ 28.45	\$ 4.40	\$ 3.40	\$ 1.00	.10	.35	\$ 37.70

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

*Contributions made to the Annuity Fund are based on hours paid. All other contributions to all other Funds are based on hours worked.

The Employer agrees to contribute two cents (\$.02) per hour worked to the UBC International Apprentice Fund. This money shall be designated as an Employer contribution and made payable to the Carpenters' Combined Funds to be distributed to the UBC International Apprentice Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) per cent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all Members. Also, on all projects, two (\$.02) cents per hour paid, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania and ten (\$.10) cents per hour paid for the Carpenter's Advancement Program and submitted with the Fringe Benefit Payments. If the employee does not wish his/her money to be contributed to the Legislative Program and Advancement Funds, it will automatically revert to the Apprentice Fund.

Deferred Savings Program: Employers shall also deduct \$1.00 per hour worked from the Carpenter of all journeyman and apprentices. Such deductions shall be made after all taxes due have been withheld on such deducted sums, and transmitted in a separate check to the YAC Federal Credit Union.

The Apprentice Program shall be a 4 year program, with the starting wage to be 45% of the journeyman's base wage and 50% of the Pension and Annuity contributions for the first two years. All Apprentices will receive full Health and Welfare contributions from their starting date.

Carpenter Apprentices shall be paid a percentage of the rates effective in the jurisdiction of the Union in which the work is being done on the following basis:

1st YEAR - 1st 6 months	45% of Journeyman's Rate
1st YEAR - 2nd 6 months	50% of Journeyman's Rate
2nd YEAR - 1st 6 months	55% of Journeyman's Rate
2nd YEAR - 2nd 6 months	60% of Journeyman's Rate
3rd YEAR - 1st 6 months	65% of Journeyman's Rate
3rd YEAR - 2nd 6 months	75% of Journeyman's Rate
4th YEAR - 1st 6 months	90% of Journeyman's Rate
4th YEAR - 2nd 6 months	95% of Journeyman's Rate

**APPENDIX IX
WAGE RATES AND FRINGE BENEFITS FOR LOCAL 287 NOW
REFERRED TO AS LOCAL 214 HARRISBURG COVERING THE
FOLLOWING COUNTIES:**

Adams, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Perry, and
Defense Distribution Center in New Cumberland and Harrisburg State
Airport in York County.

Journeyman Carpenters

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 21.21	\$ 4.40	\$ 2.90	\$ 1.75	\$.10	\$.30	\$ 30.66
May 1, 2006	\$ 21.91	\$ 4.40	\$ 3.15	\$ 1.75	\$.10	\$.35	\$ 31.66
May 1, 2007	\$ 22.66	\$ 4.40	\$ 3.40	\$ 1.75	\$.10	\$.35	\$ 32.66

All medical cost increases passed by the Board of Trustees of the Greater
Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08
shall be split equally between the employer and employee.

*Contributions made to the Annuity Fund are based on hours paid. All other
contributions to all other Funds are based on hours worked.

Foreman

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 22.96	\$ 4.40	\$ 2.90	\$ 1.75	\$.10	\$.30	\$ 32.41
May 1, 2006	\$ 23.66	\$ 4.40	\$ 3.15	\$ 1.75	\$.10	\$.35	\$ 33.41
May 1, 2007	\$ 24.41	\$ 4.40	\$ 3.40	\$ 1.75	\$.10	\$.35	\$ 34.41

All medical cost increased passed by the Board of Trustees of the Greater
Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08
shall be split equally between the employer and employee.

*Contributions made to the Annuity Fund are based on hours paid. All
other contributions to all other Funds are based on hours worked.

The employer agrees to contribute two cents (\$.02) per hour worked to the
UBC International Apprentice Fund. This money shall be designated as an
Employer contribution and made payable to the Carpenters' Combined Funds to
be distributed to the UBC International Apprentice Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) per cent of Gross Wages,
or the authorized amount, shall be deducted as Working Dues and submitted
with the Fringe Benefit Payments on all Members. Also, on all projects, two
members for the Carpenters' Legislative Program of Greater Pennsylvania and
ten (\$10) cents per hour paid for the Carpenter's Advancement Program and sub-
mitted with the Fringe Benefit Payments. If the employee does not wish his/her
money to be contributed to the Legislative Program and Advancement Funds, it
will automatically revert to the Apprentice Fund.

Deferred Savings Program: Employers shall deduct fifty cents (\$.50) per
hour worked from the Carpenter wages of all Journeyman and Apprentices
employed under this Agreement.

The Apprentice Program shall be a 4 year program, with the starting wage
to be 45% of the journeyman's base wage and 50% of the Pension and Annuity
contributions for the first two years. All Apprentices will receive full Health and
Welfare contributions from their starting date.

Carpenter Apprentices shall be paid a percentage of the rates effective in the
jurisdiction of the Union in which the work is being done on the following basis:

1st YEAR - 1st 6 months	45% of Journeyman's Rate
1st YEAR - 2nd 6 months	50% of Journeyman's Rate
2nd YEAR - 1st 6 months	55% of Journeyman's Rate
2nd YEAR - 2nd 6 months	60% of Journeyman's Rate
3rd YEAR - 1st 6 months	65% of Journeyman's Rate
3rd YEAR - 2nd 6 months	75% of Journeyman's Rate
4th YEAR - 1st 6 months	90% of Journeyman's Rate
4th YEAR - 2nd 6 months	95% of Journeyman's Rate

Appendix XI

WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING COUNTIES COVERED BY LOCAL 514 WILKES BARRE NOW REFERRED TO AS LOCAL UNION 645 NORTH EAST:

Zone 1

Luzerne-Includes all areas except Black Creek, Butler Dennison, Foster, Hazle, Hollenback, Nescopek, Sugarloaf, and lower parts of Salem Township; Wyoming - includes all areas west of Susquehanna River; Sullivan - Red Rock Air Base.

Journeyman Carpenters

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 21.60	\$ 4.48	\$ 2.90	\$ 1.60	\$.15	\$.20	\$ 30.93
May 1, 2006	\$ 22.10	\$ 4.68	\$ 3.15	\$ 1.55	\$.15	\$.20	\$ 31.83
May 1, 2007	\$ 22.65	\$ 4.88	\$ 3.40	\$ 1.50	\$.15	\$.20	\$ 32.78

Foreman

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 24.30	\$ 4.48	\$ 2.90	\$ 1.60	\$.15	\$.20	\$ 33.63
May 1, 2006	\$ 24.86	\$ 4.68	\$ 3.15	\$ 1.55	\$.15	\$.20	\$ 34.59
May 1, 2007	\$ 25.48	\$ 4.88	\$ 3.40	\$ 1.50	\$.15	\$.20	\$ 35.61

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

*Contributions made to the Annuity Fund are based on hours paid. All other contributions to all other Funds are based on hours worked.

The Employer agrees to contribute two cents (\$.02) per hour worked to the UBC International Apprenticeship Fund, two cents (\$.02) per hour worked to the UBC Health and Safety Fund, one cent (\$.01) per hour worked to the UBC Labor Management Education Development Fund and one cent (\$.01) to WPRDCC/MBA Labor Management Cooperation Trust Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) percent of gross wages, or the authorized amount shall be deducted as working dues and submitted with the fringe benefit payments on all members. Also, on all projects, two (\$.02) cents per hour worked, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania and ten (\$.10) cents per hour worked shall be deducted for the Carpenters' Advancement Program, and submitted with the fringe benefit payments. If the employee does not wish his/her money to be contributed to the Legislative Program and Advancement funds, it will automatically revert to the Apprentice Fund.

APPRENTICESHIP AND RATES

A. The Ratio of Apprentices:

ONE (1) Apprentice to the first (1st) Journeyman employed (including Job foreman). A second (2nd) Apprentice with the second (2nd) and third (3rd) Journeyman employed. ONE (1) additional Apprentice may be placed with each three (3) additional Journeymen employed.

B. Apprentice Rates:

Carpenter Apprentices shall be paid a percentage of the rates effective in the jurisdiction of the Union in which the work is being done on the following basis:

1st YEAR - 1st 6 Months	45% of Journeyman's Rate
1st YEAR - 2nd 6 Months	50% of Journeyman's Rate
2nd YEAR - 1st 6 Months	55% of Journeyman's Rate
2nd YEAR - 2nd 6 Months	60% of Journeyman's Rate
3rd YEAR - 1st 6 Months	65% of Journeyman's Rate
3rd YEAR - 2nd 6 Months	75% of Journeyman's Rate
4th YEAR - 1st 6 Months	90% of Journeyman's Rate
4th YEAR - 2nd 6 Months	95% of Journeyman's Rate

C. The Apprenticeship Program shall be a four (4) year program with the starting wage to be 45% of the Journeyman's base rate and 50% of the Annuity and Savings Fund and Pension Fund for the first two (2) years. ALL Apprentices will receive the Medical Plan (Health & Welfare) from their starting date.

ADDENDUM "A"
Covering Floor Coverers & Decorators
Local Union 1759

For a contractor electing to execute this Floor Coverers & Decorators Addendum "A" only, the following provisions shall apply, in addition to those as set forth in the main agreement. In cases where this Addendum and the main agreement differ, the terms of this Addendum shall apply.

Section 1. There shall be no restriction of the use of any safety approved machinery or tools when furnished by the Employer. The following tools will be supplied by the contractors: All power tools (activated); all welding tools will seam welded floors; power stretchers; tile cutter; and propane gas.

Section 2. The unloading, handling and distribution of materials installed by Floor Coverers shall be performed by the Floor Coverers. All materials, regardless of packaging, shall be unloaded, distributed and installed by the Floor Coverers.

The unloading, distribution by hand and/or rigging of all materials installed by the Floor Coverers shall be performed by the Floor Coverers including all tools and accessories needed for the performance of such work.

Section 3. Resilient Floor Jurisdiction - Resilient floors, consisting of and including the laying of all cork, linoleum, asphalt, mastic, plastic, fritz tile, rubber tile laid in with linopaste, glue, mastic or substitute materials is under the jurisdiction of the Floor Coverers & Decorators Local Union 1759, an affiliate of the Greater Pennsylvania Regional Council of Carpenters.

All wood flooring, whether nailed or laid in mastic is the work of the Floor Coverer. All necessary preparatory work including the scraping, filling of holes, nailing, laying of paper or other underlayments are the work of the Floor Coverer. The wood floors, either by hand or power machine is the work of the Floor Coverers.

Section 4. All carpeting and carpet pad, whether stretch and glued down will be the work of the Floor Coverer & Decorators Local Union 1759.

Section 5. All window treatments and rods will be the work of the Floor Coverers & Decorators Local Union 1759.

Sixty County Independent Contract 20 06 - 2010

Executed on this 28th day of Aug 20 06

EMPLOYER:

Company Name Penn Tex Construction Services

Check: Corporation ☒ Partnership ☐ Sole Proprietorship ☐

Joint Venture

Signature

Please Print Name John Clark

Title President

Witness Shelly Patterson

List Names/Titles of Other Officers/Owners

President, Robert Black Vice President

Address 110 W Mahoning

City Pottsville

State PA Zip 15767

Phone Number (814) 938-8990 Fax (814) 938-8992

Federal Identification Number 22-390466

Workers' Comp. Insurance Carrier No. 05312179

Unemployment Comp. Acct. No.

UNION:

GREATER PENNSYLVANIA

REGIONAL COUNCIL OF CARPENTERS

495 Mansfield Avenue

Pittsburgh, PA 15205

Phone: (412) 922-6200

Signature

Print Name Michael S. Dingey

Title Council Rep

Witness

Date 9-11-06

35

UNION COPY

Extra Copy Made 33

Funds ☒ Org ListLogged ☒ DC List

Sixty County Independent Contract 20 06 - 2010

Executed on this 28th day of Aug 20 06

EMPLOYER:

Company Name Penn Tex Construction Services

Check: Corporation ☒ Partnership ☐ Sole Proprietorship ☐

Joint Venture

Signature

Please Print Name Robert Black

Title OWNER

Witness Shelly Patterson

List Names/Titles of Other Officers/Owners

President, Robert Black Vice President

Address 110 W Mahoning

City Pottsville

State PA Zip 15767

Phone Number (814) 938-8990 Fax (814) 938-8992

Federal Identification Number 22-390466

Workers' Comp. Insurance Carrier No. 05312179

Unemployment Comp. Acct. No.

UNION:

GREATER PENNSYLVANIA

REGIONAL COUNCIL OF CARPENTERS

495 Mansfield Avenue

Pittsburgh, PA 15205

Phone: (412) 922-6200

Signature

Print Name Michael S. Dingey

Title Council Rep

Witness

Date 9-11-06

CONTRACTOR'S COPY

CARPENTER'S
CONTRIBUTION REMITTANCE REPORT

ACCOUNT ADMINISTRATOR

SETTLEMENT
SHEET

CARPENTERS COMBINED FUNDS, INC.

660 RIDGE ROAD - SUITE 300

PITTSBURGH, PA 15205

TELEPHONE: (412) 922-5330

NOTE: OUTSIDE ALLEGHENY COUNTY CALL TOLL FREE: 800-242-2538

CONTRACT NUMBER: 20300

CONTRACT NAME: INDEPENDENT KEYSTONE ALL EMPLOYEES EXCEPT APPREN

WEEK OR PERIOD ENDING: _____

12/31

YR

2006

PLEASE CHECK BOX IF ☐ NO LONGER IN THIS AREA

☐ NO WORK UNDER
THIS CONTRACT

PLEASE USE THIS NUMBER IN ALL CORRESPONDENCE

SUBMIT PROMPTLY TO AVOID LATE CHARGES

ENTER CHANGE OF ADDRESS BELOW

PENN TEX CONSTRUCTION SERVICES

PUNCSUTAWNEY, PA. 15767

110 W. MAHONING

Not Checked

JOB LOCATION ~~US~~ CENTRAL

EMPLOYERS
TELEPHONE NO. 814-8368990

[illegible]

PLEASE ENCLOSE
THE ORIGINAL SETTLEMENT SHEET
AND
EMPLOYEE LISTING
KEEP THE COPY FOR YOUR RECORDS

AND
PAYMENT TO:

CARPENTERS' CO
PNC BANK
PITTSBURG

EXHIBIT

D

CARPENTERS' CONTRIBUTION ACCOUNT

4,353.27

CONTINUATION SHEET

CONTRIBUTION REMITTANCE REPORT

ADMINISTRATOR

PAGE

1

OF

1

EMPLOYER NAME: PENN TEX CONSTRUCTION SERVICES

WEEK OR PERIOD ENDING:

12/31

YEAR

2006

SOCIAL SECURITY NUMBER	EMPLOYEE NAME (LAST NAME, FIRST NAME, INIT.)	LOCAL UNION	GROSS WAGES	HOURS WORKED	HOURS PAID	WORKING DUES (IF NOT EQUAL TO 3% OF GROSS WAGE)	CREDIT UNION (IF APPLICABLE)
1 203-40-3753	#N/A J. SHIREY	#N/A	1,851.20	80.00	80.00		
2 198-48-4235	#N/A J. Malmgren	#N/A	4,003.22	173.00	173.00		
3 194-46-4272	#N/A R. ONCEA	#N/A	4,905.68	212.00	212.00		
4							
5							
6							
7							
8							
9							
10							
11 23.14	J. SHIREY OWED 80 hrs pay per M. DINGEY						#1851.20
12 23.14	R. ONCEA OWED 83 hrs pay per M. DINGEY						#1920.62
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
PAGE TOTALS ▶	TOTAL NUMBER OF EMPLOYEES REPORTING	3	TOTALS	10,760.10	465.00	465.00	-

CONTINUATION SHEET

CONTRIBUTION REMITTANCE REPORT

PAGE

1

OF

1

ADMINISTRATOR

EMPLOYER NAME: PENN TEX CONSTRUCTION SERVICES

WEEK OR PERIOD ENDING:

12/31

YEAR

2006

SOCIAL SECURITY NUMBER	EMPLOYEE NAME (LAST NAME, FIRST NAME, INIT.)	LOCAL UNION	GROSS WAGES	HOURS WORKED	HOURS PAID	WORKING DUES (IF NOT EQUAL TO 3% OF GROSS WAGE)*	CREDIT UNION (IF APPLICABLE)
1 181-58-5873	#N/A L. SHIREY	#N/A	6,574.36	305.50	305.50		
2							
3							
4							
5							
6 21.52	L. SHIREY OWED 76 HRS pay per M. DINGEY \$1635.52						
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
PAGE TOTALS ▶	TOTAL NUMBER OF EMPLOYEES REPORTING	1	TOTALS ▶	6,574.36	305.50	305.50	-

FILE COPY

TUCKER ARENSBERG
Attorneys

Kenneth W. Lee
klee@tuckerlaw.com

March 14, 2007

VIA FIRST CLASS MAIL AND EXPRESS MAIL, CERTIFIED,
RETURN RECEIPT REQUESTED NO. EI747001966US

EI747001966US

Cen-Clear Child Services, Inc.
1633 Phillipsburg Bigler Highway
Rt. 322E
Phillipsburg, PA 16866

Re: Property: 1633 Phillipsburg Bigler Highway
Rt. 322E
Decatur Township, County of Clearfield, Pennsylvania

Contractor: Penntex Construction Services

Our Client: Carpenters Combined Funds, Inc.
Our File No.: 010342 - 131000

To Whom It May Concern:

We represent **Carpenters Combined Funds, Inc.** Enclosed on behalf of our client is the original Formal Notice of Subcontractor To Owner Of Intention To File Mechanics' Lien. Please be advised that if our client is not paid the amount due and owing within thirty (30) days of the receipt hereof that we will cause a Mechanics' Lien to be asserted against the subject premises.

In the meantime, should you have any questions, please contact me.

Very truly yours,

TUCKER ARENSBERG, P.C.

Kenneth W. Lee

KWL/dth
Enclosure
93119.1





POST OFFICE TO ADDRESSEE

EI747001966US

ORIGIN (POSTAL USE ONLY)

PO ZIP Code	Day of Delivery	Flat Rate Envelope
-------------	-----------------	--------------------

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cen-Clear Child Services, Inc.
1633 Phillipsburg Bigler
Highway
Rt. 322E
Phillipsburg, PA 16866

2. Article Number

(Transfer from service label)

EI747001966US

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Kitty Kane ☐ Agent ☐ Addressee

B. Received by (Printed Name)

Kitty Kane

C. Date of Delivery

3-15-07

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☒ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

THE SIDE FOR

GUARANTEE AND
COVERAGE LIMITS

Delivery to be made without obtaining signature of addressee (if article can be left in secure location) and I authorize that of delivery.

Customer Signature

PHONE

Child Services, Inc.
Phillipsburg Bigler Highway

Harrisburg PA 17108

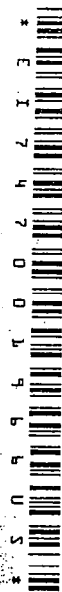
Phillipsburg PA 16866

FOR PICKUP OR TRACKING CALL 1-800-222-1811



Label 11-B October 1995

Customer Copy



FORMAL NOTICE OF SUBCONTRACTOR TO OWNER
OF INTENTION TO FILE MECHANICS' LIEN

IMPORTANT NOTICE

TO: Cen-Clear Child Services, Inc.
1633 Phillipsburg Bigler Highway
Rt. 322E
Phillipsburg, PA 16866

You are hereby notified that, in accordance with Section 1501 of the Pennsylvania Mechanics' Lien Law of 1963, 49 P.S. §1501, that the Carpenters Combined Funds, Inc., (hereinafter "Claimant"), intends to file a claim against the following described property:

1633 Phillipsburg Bigler Highway
Rt. 322E
Decatur Township
County of Clearfield, Pennsylvania, 16866

Being that property now or formerly of Cen-Clear Child Services, Inc., as more fully described in the Deed dated May 28, 1998, and April 30, 1999, recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Deed Book Volume 1937, page 18-22, and at Instrument No. 19907241, and designated as Parcel No. 112-P11-000-234 and Parcel No. 112-P11-000-255.

The claim will be filed in the amount of \$7,017.59, with interest penalties, attorneys' fees and costs calculated in accordance with the Pennsylvania Prompt Payment Act, 73 P.S. § 501 et seq., which is the remaining balance due for the furnishing of labor to install ceiling and drywall material, incorporated into or utilized for the improvement on the premises described herein.

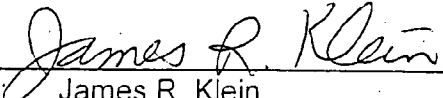
The work performed and materials or equipment provided by Claimants were pursuant to a written Collective Bargaining Agreement dated September 11, 2006, between Claimants and Penntex Construction Services.

The labor, material and/or equipment were used for alterations or repairs, or erection and construction of an improvement on the property previously described of which you are the Owner as that term is defined under the Pennsylvania Mechanics' Lien Law of 1963, 49 P.S. §1101, et seq.

The work described in this Notice was completed on December 27, 2006.

Unless the amount due is paid Claimant within thirty (30) days after this Formal Notice has been served upon you, a claim for mechanics' lien will be filed against the Property for the amount due with interest.

CARPENTERS COMBINED FUNDS, INC.

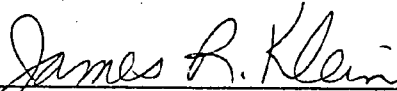

Name: James R. Klein
Title: Administrator

Attorneys for Claimant:

Kenneth W. Lee, Esquire
Tucker Arensberg, P.C.
111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Telephone: 717-234-4121
Facsimile: 717-232-6802
Email: klee@tuckerlaw.com

VERIFICATION

AND NOW, comes James R. Klein, on behalf of the Carpenters Combined Funds, Inc., and verifies that the facts contained in the foregoing **FORMAL NOTICE OF SUBCONTRACTOR TO OWNER OF INTENTION TO FILE MECHANICS' LIEN** are true and correct to the best of his knowledge, information and belief and that James R. Klein, as Administrator, is authorized to execute this Verification on behalf of the Carpenters Combined Funds, Inc. This Verification is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities, which provides for criminal penalties if a person with intent to mislead makes a written false statement which he does not believe to be true.


James R. Klein.

Dated:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102763
NO: 07-630-CD
SERVICE # 1 OF 1
NOTICE OF FILING OF MECHANIC'S LIEN;

STATEMENT

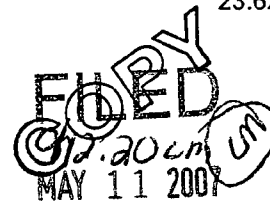
PLAINTIFF: CARPENTER'S COMBINED FUNDS, INC.
vs.
DEFENDANT: CEN-CLEAR CHILD CARE SERVICES, INC.

SHERIFF RETURN

NOW, May 09, 2007 AT 2:15 PM SERVED THE WITHIN NOTICE OF FILING OF MECHANIC'S LIEN;
STATEMENT ON CEN-CLEAR CHILD SERVICES, INC. DEFENDANT AT 1633 PHILIPSBURG BIGLER HWY. RT 322
E, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAULINE RAAB, ASST. TO
EXECUTIVE DIRECTOR A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE OF FILING OF
MECHANIC'S LIEN; STATEMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	4718	10.00
SHERIFF HAWKINS	ARENSBERG	4718	23.62

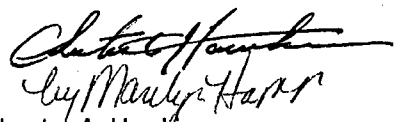


William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

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

CARPENTERS COMBINED FUNDS, INC.,)

) No.: 07-630-CD

Claimant,)

vs.)

) Affidavit of Services of Notice of Filing
) and Statement of Mechanics' Lien Claim

CEN-CLEAR CHILD SERVICES, INC.,)

) Filed on behalf of Claimant

) CARPENTERS COMBINED FUNDS,
) INC.

Owner or Reputed Owner.)

) Counsel of Record for This Party:

) **TUCKER ARENSBERG, P.C.**

) Kenneth W. Lee

) PA I.D. No. 50016

) 111 North Front Street

) P.O. Box 889

) Harrisburg, PA 17108-0889

) Telephone: (717) 234-4121

) Facsimile: (717) 232-6802

)

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

CARPENTERS COMBINED FUNDS, INC.,)

Claimant,)

vs.)

No. 07-630-CD

CEN-CLEAR CHILD CARE SERVICES, INC.,)

Owner or Reputed Owner.)

AFFIDAVIT OF SERVICE

Before me, a notary public, personally appeared the undersigned, who being duly sworn according to law, deposes and states as follows that:

1. He/she is a Deputy Sheriff of Clearfield County, Pennsylvania;
2. On May 9, 2007, AT 2:15 o'clock p.m., he/she personally served upon Cen-Clear Child Services, Inc., the above-named owner or reputed owner, the Notice of Filing of Mechanics' Lien, specifying the court, term, number and date of filing of the Statement of Mechanics' Lien, and a true and correct copy of the Statement of Mechanics' Lien Claim by handing the Notice of Filing of Mechanics' Lien and a copy of the Statement of Mechanics' Lien Claim to the person-in-charge at 1633 Phillipsburg Bigler Highway, Rt. 322E, Phillipsburg, PA 16866.

SWORN to and subscribed
this ___ day of
May, 2007.

George DeHaven / Samantha Hunter
(print name):
Deputy Sheriff
Clearfield County

Notary Public

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES, INC.,

Owner

*
* No. 07-630-CD
*

*
* TYPE OF PLEADING: CERTIFICATE
* OF SERVICE
*

*
* FILED ON BEHALF OF:
* OWNER (DEFENDANT)
*

*
* ATTORNEY FOR OWNER
* David C. Mason, Esquire
* Supreme Court ID #39180
* MASON LAW OFFICE
* P.O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240
*

*
* ATTORNEY FOR CLAIMANT:
* Kenneth W. Lee, Esquire
* 111 North Front Street
* P. O. Box 889
* Harrisburg, PA 17108-0889
* (717) 234-4121

4
FILED 2cc
01:57:04
SEP 07 2007
Att'y
William A. Shaw
Prothonotary/Clerk of Courts

#6

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES, INC.,

Owner

*
* No. 07-630-CD
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CERTIFICATE OF SERVICE

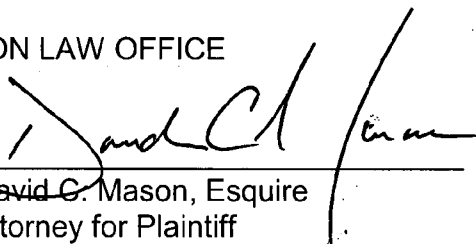
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the PRELIMINARY OBJECTIONS TO MECHANICS' LIEN MOTION TO STRIKE, filed in the above captioned matter, by depositing the same in the United States Mail, first class, postage prepaid, and addressed as follows:

Kenneth W. Lee, Esquire
111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889

MASON LAW OFFICE

DATED: 9-7-7

By:


David C. Mason, Esquire
Attorney for Plaintiff

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES, INC.,

Owner

*
* No. 07-630-CD
*

* TYPE OF PLEADING: PRELIMINARY
* OBJECTIONS TO MECHANICS' LIEN
* MOTION TO STRIKE
*

* FILED ON BEHALF OF:
* OWNER (DEFENDANT)
*
*

* ATTORNEY FOR OWNER
* David C. Mason, Esquire
* Supreme Court ID #39180
* MASON LAW OFFICE
* P.O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240
*

* ATTORNEY FOR CLAIMANT:
* Kenneth W. Lee, Esquire
* 111 North Front Street
* P. O. Box 889
* Harrisburg, PA 17108-0889
* (717) 234-4121

FILED 2cc
011:5701 4th
SEP 07 2007

William A. Shaw
Prothonotary/Clerk of Courts

(6K)

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES, INC.,

Owner

*
* No. 07-630-CD
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PRELIMINARY OBJECTIONS TO MECHANICS' LIEN

MOTION TO STRIKE

AND NOW, comes the Defendant Cen-Clear Child Services, Inc., and files the following Preliminary Objections to a Mechanics' Lien and in support thereof avers as follows:

1. The Defendant is a non-profit corporation with an office or place of business at 1633 Philipsburg-Bigler Highway, Philipsburg, PA 16866. The Defendants are the owners of commercial property in Decatur Township, Clearfield County, PA, including the premises at 1633 Philipsburg-Bigler Highway, Philipsburg, PA.

2. On or about April 23, 2007, the claimant herein filed its Mechanics' Lien claim in the above court for the sum of \$7,017.59, plus interest and penalties. The Mechanics' Lien claim filed against the Defendant cited Claimant's contributions to the health and welfare benefits (including retirement and other fringe benefits) of certain individuals who worked for a contractor (Penntex Construction Services) which performed work on premises and buildings owned by the Defendant.

3. The individuals who performed work on the premises of the Defendant pursuant to Defendant's contract with their employer, Penntex Construction Services, also filed separate Mechanics' Lien claims against the Defendant and are listed as follows:

<u>Name</u>	<u>DOCKET NO.</u>	<u>AMOUNT</u>
Raymond B. Oncea	07-631-CD	\$1,920.62
John W. Shirey	07-632-CD	\$1,851.20
Larry B. Shirey	07-636-CD	\$1,635.52

4. The Mechanics' Lien claim filed by the claimant CARPENTERS COMBINED FUNDS, INC., is defective and must be stricken for the following reasons:

a. Claimant is neither a contractor nor a subcontractor as those terms are defined by the Mechanics' Lien Law of 1963, title 49 P.S. 1101, *et. seq* as amended.

b. Claimant's filing alleges that it is the "agent" of the individual union members pursuant to a collective bargaining agreement (hereinafter "CBA"), which CBA is attached to the claim as Exhibit "C". Defendant Cen-Clear Child Services, Inc., is not a party to the CBA attached as Exhibit "C", and did not know of the existence of such an agreement, and did not agree to be bound by its terms. Conversely, the members for whom the claimant seeks compensation were parties to the CBA, knew of its existence, and chose to disregard the terms thereof and work for a contractor who did not abide by the terms and conditions of the CBA and pay the contributions alleged to be due and required by its terms. Additionally, neither the individual claimants nor the claimant in the instant matter notified or informed the Defendant Cen-Clear Child Services, Inc., of the existence of the

CBA or its alleged impact on this relationship between claimant and the Defendant, Cen-Clear Child Services, Inc.

c. The employees who are the individual claimants and for whom the CARPENTERS' COMBINED FUNDS, INC., seek contributions and fringe benefits did not complete the work for which Cen-Clear Child Services, Inc., contracted with Penntex and they walked off the job in December, 2006, without good reason, and without notice from the employees, individual claimants, or from the union or Penntex, and without completing the job they began.

d. The claimant, CARPENTERS' COMBINED FUNDS, INC., performed no work or improvement to the premises of the defendant, Cen-Clear Child Services, Inc.

e. The Defendant Cen-Clear Child Services, Inc., has fully paid the company it contracted with, Penntex Construction Services.

5. Further, the Claimant avers that the "total value of labor furnished by Claimant to the Contractor is \$7,017.59". This portion of the claim is also defective in that:

a. The claim is lumped together and the Defendant, Cen-clear Child Services, Inc., is unable to properly comprehend the nature of the "labor" claimant provided to the Contractor and therefore cannot defend against it or determine if it is related to any improvement to the real estate of the Defendant.

b. It is believed and therefore averred that the Claimant is in error in claiming that it furnished "labor" to the Contractor for which they have not been paid.

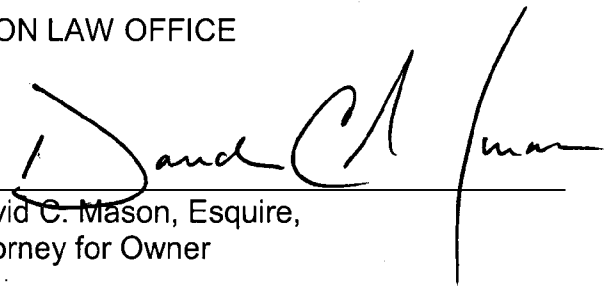
WHEREFORE, Defendant prays for the entry of an Order striking the Mechanics' Lien claim filed by the Claimant.

MASON LAW OFFICE

DATED:

9-7-7

By:


David C. Mason, Esquire,
Attorney for Owner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
DKT PG. 102763

CARPENTER'S COMBINED FUNDS INC.

NO . 07-630-CD

-VS-

CEN-CLEAR CHILD CARE SERVICES INC.

NOTICE OF FILING OF MECHANIC'S LIEN

AMENDED
SHERIFF'S RETURN

NOW JULY 5, 2007 CHANGE SHERIFF HAWKINS COSTS FROM \$23.62 to \$33.52.

SWORN TO BEFORE THIS
____ DAY OF _____ 2007

So Answers,

Chester A. Hawkins
by Marilyn Harris

CHESTER A. HAWKINS
SHERIFF

FILED
01:55 PM
JUL 05 2007

William A. Shaw
Prothonotary/Clerk of Courts

#4

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES, INC.,

Owner

*
* No. 07-630-CD
*
*
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*
* TYPE OF PLEADING:
* PRAECIPE FOR ENTRY OF
* APPEARANCE
*
* FILED ON BEHALF OF:
* OWNER (DEFENDANT)
*
*
*
* ATTORNEY FOR OWNER
* David C. Mason, Esquire
* Supreme Court ID #39180
* MASON LAW OFFICE
* P.O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240
*
* ATTORNEY FOR CLAIMANT:
* Kenneth W. Lee, Esquire
* 111 North Front Street
* P. O. Box 889
* Harrisburg, PA 17108-0889
* (717) 234-4121

FILED

MAY 18 2007

W/11:05/10

William A. Shaw

Prothonotary/Clerk of Courts

1 Cent to Arrn

#3

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

CIVIL DIVISION

CARPENTERS COMBINED
FUNDS, INC.,

Claimant

vs.

CEN-CLEAR CHILD SERVICES, INC.,

Owner

*
* No. 07-630-CD
*

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PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on the behalf of the above-named Defendant.

DATED: 5-17-7

MASON LAW OFFICE

By: _____

David C. Mason, Esquire,
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102763
NO: 07-630-CD
SERVICE # 1 OF 1
NOTICE OF FILING OF MECHANIC'S LIEN;

STATEMENT

PLAINTIFF: CARPENTER'S COMBINED FUNDS, INC.
vs.
DEFENDANT: CEN-CLEAR CHILD CARE SERVICES, INC.

SHERIFF RETURN

NOW, May 09, 2007 AT 2:15 PM SERVED THE WITHIN NOTICE OF FILING OF MECHANIC'S LIEN;
STATEMENT ON CEN-CLEAR CHILD SERVICES, INC. DEFENDANT AT 1633 PHILIPSBURG BIGLER HWY. RT 322
E, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAULINE RAAB, ASST. TO
EXECUTIVE DIRECTOR A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE OF FILING OF
MECHANIC'S LIEN; STATEMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	4718	10.00
SHERIFF HAWKINS	ARENSBERG	4718	23.62

FILED
9/12:20 PM
MAY 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

#2

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

CARPENTERS COMBINED FUNDS, INC.,	)	
	)	No.: 07-630-CD
	)	
Claimant,	)	
	)	Affidavit of Services of Notice of Filing
vs.	)	and Statement of Mechanics' Lien Claim
	)	
CEN-CLEAR CHILD SERVICES, INC.,	)	Filed on behalf of Claimant
	)	CARPENTERS COMBINED FUNDS,
	)	INC.
Owner or Reputed Owner.	)	
	)	Counsel of Record for This Party:
	)	
	)	TUCKER ARENSBERG, P.C.
	)	
	)	Kenneth W. Lee
	)	PA I.D. No. 50016
	)	
	)	111 North Front Street
	)	P.O. Box 889
	)	Harrisburg, PA 17108-0889
	)	Telephone: (717) 234-4121
	)	Facsimile: (717) 232-6802
	)	

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

CARPENTERS COMBINED FUNDS, INC.,)

Claimant,)

vs.)

No. 07-630-CD

CEN-CLEAR CHILD CARE SERVICES, INC.,)

Owner or Reputed Owner.)

AFFIDAVIT OF SERVICE

Before me, a notary public, personally appeared the undersigned, who being duly sworn according to law, deposes and states as follows that:

1. He/she is a Deputy Sheriff of Clearfield County, Pennsylvania;
2. On May 9, 2007, AT 2:15 o'clock p.m., he/she personally served upon Cen-Clear Child Services, Inc., the above-named owner or reputed owner, the Notice of Filing of Mechanics' Lien, specifying the court, term, number and date of filing of the Statement of Mechanics' Lien, and a true and correct copy of the Statement of Mechanics' Lien Claim by handing the Notice of Filing of Mechanics' Lien and a copy of the Statement of Mechanics' Lien Claim to the person-in-charge at 1633 Phillipsburg Bigler Highway, Rt. 322E, Phillipsburg, PA 16866.

SWORN to and subscribed
this ___ day of
May, 2007.

George DeHaven / Samantha Hunter
(print name):
Deputy Sheriff
Clearfield County

Notary Public

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

FILED
m/11:25 am
APR 23 2007
pd \$85.00
Att'y
100
100

William A. Shaw
Prothonotary/Clerk of Courts

CARPENTERS COMBINED FUNDS, INC.,)

Claimant,)

vs.)

CEN-CLEAR CHILD SERVICES, INC.,)

Owner or Reputed Owner.)

No.: 07-630-CD

Statement of Mechanics' Lien Claim

Filed on behalf of Claimant
CARPENTERS COMBINED FUNDS,
INC.

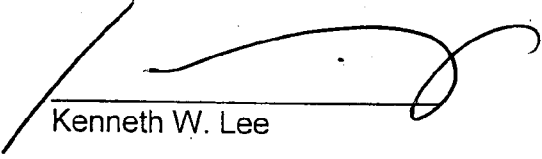
Counsel of Record for This Party:

TUCKER ARENSBERG, P.C.

Kenneth W. Lee
PA I.D. No. 50016

111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Telephone: (717) 234-4121
Facsimile: (717) 232-6802

I hereby certify that the within described real
estate is located in the Decatur Township,
Clearfield County, Pennsylvania.


Kenneth W. Lee

O O

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

CARPENTERS COMBINED FUNDS, INC.,	)	
	)	
Claimant,	)	
	)	
vs.	)	No.
	)	
CEN-CLEAR CHILD SERVICES, INC.,	)	
	)	
Owner or Reputed Owner.	)	

STATEMENT OF MECHANICS' LIEN

Carpenters Combined Funds, Inc., a non-profit corporation, by its attorneys, Tucker Arensberg, P.C., files this Statement of Mechanics' Lien as a subcontractor pursuant to the Mechanics' Lien Law of 1963, 49 P.S. §1101 et seq., against the premises herein described, any and all buildings erected thereupon, and the curtilage appurtenant thereto, for the payment of \$7,017.59, together with interest and penalties from December 28, 2006, attorneys' fees and costs due him as subcontractor under the subcontract herein described. The following is a statement of his claim:

1. Claimant, Carpenters Combined Funds, Inc., is a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 650 Ridge Road, Suite 300, Pittsburgh, PA 15205.

2. The Owner or Reputed Owner, Cen-Clear Child Services, Inc., is, upon information and belief, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 1633 Phillipsburg Bigler Highway, Rt. 322E, Phillipsburg, Pennsylvania, 16866.

3. This claim relates to labor, services, equipment and/or materials provided by Claimant upon the premises situate at 1633 Phillipsburg Bigler Highway, Rt. 322E, Decatur Township, Clearfield County, Pennsylvania, being more fully described in Deeds

dated May 28, 1998 and April 30, 1999, recorded in the Office of the Clearfield County Recorder of Deeds at Deed Book Volume 1937, pages 18-22, and at Instrument No. 19907241, Parcel No. 112-P11-000-234 and Parcel No. 112-P11-000-255, true and correct copies of which are attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by reference as though fully set forth at length.

4. On or about September 11, 2006, the Contractor, Penntex Construction Services, and the Greater Pennsylvania Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America ("Union") entered into a collective bargaining agreement ("CBA") whereby Contractor agreed to utilize the services of Union members for work performed by the Contractor within the jurisdiction of the Union as described in the CBA. A true and correct copy of the CBA is attached hereto as Exhibit "C".

5. Pursuant to the CBA, members of the Union who performed work for the Contractor were the direct employees of the Contractor.

6. Pursuant to the CBA, the Contractor was to pay health, welfare, retirement and/or fringe benefits ("Contributions") to Claimant for each hour of labor performed by the Contractor's Union employees in accordance with the rates set forth in the CBA.

7. Pursuant to the CBA, the Trust Agreement incorporated into the CBA, and the applicable law, Claimant is the authorized agent on behalf of Union members to collect the Contributions which were to be paid by the Contractor in accordance with the CBA.

8. Claimant seeks unpaid Contributions for members of the Union employed by the Contractor which members performed the installation of ceiling and drywall material incorporated into or utilized for the improvement on the premises herein described.

9. Pursuant to the CBA, Claimant was to be paid in accordance with the monthly reports prepared by the Contractor for each hour of labor furnished to the

Contractor by Union members.

10. Contractor has not yet paid Claimant for the Contributions for the labor furnished by Union members for the improvement on the premises herein described which labor and Contributions are identified in the reports provided to Claimant by Contractor and attached hereto as Exhibit "D"

11. The total value of said labor furnished by Claimant to the Contractor is \$7,017.59.

12. Claimant caused the Formal Notice of Intent to File Mechanics' Lien Claim to be served on the Owner or Reputed Owner on March 15, 2007. A true and correct copy of the signed Certified Mail Receipt and the Formal Notice are attached hereto as Exhibit "E" and incorporated herein by reference as though fully set forth at length.

13. Claimant completed all work in a good and workmanlike manner on or about December 28, 2006, and no written notice of any deficiency item was received by Claimant at or before the amount claimed herein became due and owing.

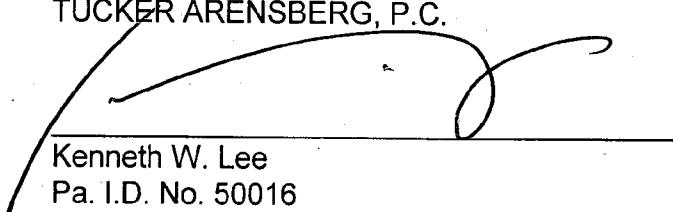
14. The principal amount claimed by Claimant to be due is \$7,017.59, with Claimant also entitled to interest and penalties from December 28, 2006, attorney's fees and costs for the labor, services, equipment and/or materials provided in connection with the Contractor's contract to perform the construction and erection of the improvement upon the premises herein described.

15. Claimant is entitled to interest of 1% per month, a penalty of 1% per month, attorneys' fees and costs pursuant to the Contractor and Subcontractor Payment Act, 73 P.S. § 501 et seq. (Supp. 2007), which Act is incorporated into every construction contract and subcontract for improvements of real estate in Pennsylvania.

16. This lien is claimed against the premises situate at 1633 Phillipsburg Bigler Highway, Rt. 322E, Decatur Township, Clearfield County, Pennsylvania, being more fully described in a Deeds dated May 28, 1998 and April 30, 1999, recorded in the Office of the Clearfield County Recorder of Deeds at Deed Book Volume 1937, pages 18-22, and

at Instrument No. 19907241, Parcel No. 112-P11-000-234 and Parcel No. 112-P11-000-255, true and correct copies of which are attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by reference as though fully set forth at length.

TUCKER ARENSBERG, P.C.



Kenneth W. Lee
Pa. I.D. No. 50016
111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Phone: 717-234-4121
Facsimile: 717-232-6802

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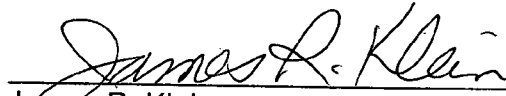
VERIFICATION

AND NOW, comes James R. Klein, on behalf of Carpenters Combined Funds, Inc., and verifies that the facts contained in the foregoing Statement of Mechanics' Lien are true and correct to the best of his knowledge, information and belief and that James R. Klein, as Administrator, is authorized to execute this Verification on behalf of the Carpenters Combined Funds, Inc. This Verification is made subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsification to authorities, which provides criminal penalties if a person with intent to mislead makes a written false statement which he does not believe to be true.

Date: _____

4-12-07

93586.1 (010342 - 131000)


James R. Klein



FROM :MISSY

FAX NO. :2658810

Mar. 01 2007 07:47AM P20

VOL. 1937 MAR 18

THIS DEED

MADE the 22nd day of April in the year nineteen hundred and ninety-eight (1998).

BETWEEN RONALD L. THOMPSON and DORIS E. MALINKY, CO-EXECUTORS, of the ESTATE OF LEROY THOMPSON, Deceased, late of Morristown, PA, hereinafter "Grantor" and Party of the First Part,

A
N
D

CEN-CLEAR CHILD SERVICES, INC., a corporation or body politic, created by and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at R. D. 3, Box 106, Route 322 West, Philipsburg, PA 16866, hereinafter "Grantee" and Party of the Second Part.

WHEREAS, the said Leroy Thompson, became in his lifetime lawfully seized in demise as of fee of the hereinafter described real estate; and being thereof so seized, made his Last Will and Testament, in writing, dated the 10th day of January, 1997, wherein and whereby Ronald L. Thompson and Doris E. Malinky were appointed as Executors; and

WHEREAS, the said Leroy Thompson died on the 15th day of June, 1997, and the said Last Will and Testament was duly probated and is now of record in the office of the Register of Wills in and for Clearfield County, as an examination thereof will more fully reveal,

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of SIXTY-THREE THOUSAND AND NO/100 (\$63,000.00) DOLLARS, the said Ronald L. Thompson and Doris E. Malinky, Co-Executors of the Estate of Leroy Thompson, by virtue of the power granted by law, have granted, bargained, sold, aliened, released and confirmed and by these presents do grant, bargain, sell, alien, release and confirm unto the said Grantee, its successors and assigns,

ALL those two certain pieces or parcels of land situated in the Township of Decatur, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

LOT #1:

BEGINNING at an iron pin located in the ditch on the East side of State Route #2024. Said point is the corner of, now or formerly Lloyd and Helen Waring; thence along lands of same, North fifty-four degrees East (N 54° E), one hundred thirty and eighty-six hundredths feet (130.86) to an iron pin and also the corner of Lot #2; thence along Lot #2, South forty-three degrees, fourteen minutes East (S 43° 14' E) three hundred feet (300.0) to an iron pin located on the North side of an existing thirty-three foot (33.0) access right-of-way; thence along said right-of-way, South fifty-four degrees West (S 54° W), one hundred fifty-nine and seven tenths feet (159.7) to an iron pin located on the

FROM : MISSY

FAX NO. : 2658810

Mar. 01 2007 07:48AM P21

VOL 1937 PAGE 19

East side of State Route #2024; thence along said Road, North thirty-seven degrees, forty-three minutes, ten seconds West (N 37° 43' 10" W), two hundred ninety-seven and seventy-five hundredths feet (297.75) to the place of beginning. Known as Lot #1 on map prepared by Shirokey Surveys and dated January 7, 1998. CONTAINING 0.9926 acre.

LOT #2:

BEGINNING at an iron pin located in a ditch on line of, now or formerly, Joyce Butlin Estate. Said point is also the corner of Lot #1; thence along lands of, now or formerly, Joyce Butlin Estate, North fifty-four degrees East (N 54° E), one hundred feet (100.0) to an iron pipe and also the corner of, now or formerly, Dennis and Cathy Warrick; thence along lands of same, South forty-three degrees, fourteen minutes East (S 43° 14' E), three hundred feet (300.0) to an iron pipe located on the North side of an existing thirty-three foot (33.0) wide access right-of-way; thence along said right-of-way, South fifty-four degrees West (S 54° W), one hundred feet (100.0) to an iron pin and also the corner of Lot #1; thence along Lot #1, North forty-three degrees, fourteen minutes West (N 43° 14' W), three hundred feet (300.0) to point and place of beginning. Known as Lot #2 on map prepared by Shirokey Surveys and dated January 7, 1998. CONTAINING 0.6832 acre.

BEING part of the same premises granted and conveyed to Leroy Thompson and recorded in Clearfield County, Pennsylvania, Deed Book 430 at Page 31. Thereafter, Leroy Thompson departed this life Testate on June 15, 1997. His Last Will and Testament, dated January 10, 1997, was duly probated before the Register of Wills of Clearfield County and Letters Testamentary were issued to Ronald L. Thompson and Doris E. Malinky.

BUYER UNDERSTANDS THAT THERE IS NO COMMUNITY OR PUBLIC SEWAGE SYSTEM AVAILABLE TO THE WITHIN PROPERTY. A PERMIT FOR ANY NEW INDIVIDUAL SEWAGE SYSTEM, OR ANY REPAIRS TO ANY EXISTING INDIVIDUAL SEWAGE SYSTEM, WILL HAVE TO BE OBTAINED FROM THE LOCAL AGENCY DESIGNATED AS PROVIDED IN THE PENNSYLVANIA SEWAGE FACILITIES ACT.

NOTICE

IN ACCORDANCE WITH THE PROVISIONS OF "THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1906", (WE, THE UNDERSIGNED, GRANTEE(S) HEREBY CERTIFY THAT (WE, KNOW AND UNDERSTAND THAT (WE MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL.

WITNESSES:


GRANTEE VICE PRESIDENT

FROM : MISSY

FAX NO. : 2658810

Mar. 01 2007 07:49AM P22

VOL 1937 PAGE 20

DATE:

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INCLUDE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL, MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (THIS NOTICE IS SET FORTH PURSUANT TO ACT NO. 255, APPROVED SEPTEMBER 10, 1985, AS AMENDED.

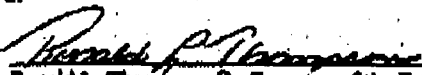
TOGETHER with all and singular, the buildings, improvements, rights, privileges, hereditaments and appurtenances whatsoever thereto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; also the estate, right, title and interest whatsoever of the said Leroy Thompson at and immediately before the time of his decease, in law, equity or otherwise howsoever, of, in, to, or out of the same.

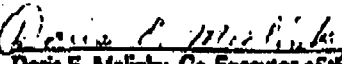
TO HAVE AND TO HOLD the said described messuage or tenement and tract of land, with its hereditaments, and premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to the only proper use and behoof of the said Grantee, its successors and assigns, forever.

AND the said Grantors for the heirs, executors and administrators do hereby covenant, promise, grant and agree, to and with the said Grantee, its successors and assigns, by these presents, that have not heretofore done or committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, estate, or otherwise howsoever.

IN WITNESS WHEREOF, the said Grantors have hereto set their hands and seals the date first above set out.

Signed and delivered in the presence of


Ronald L. Thompson, Co-Executor of the Estate of
Leroy Thompson


Doris E. Malinky, Co-Executor of the Estate of
Leroy Thompson

FROM : MISSY

FAX NO. : 2658810

Mar. 01 2007 07:49AM P23

VOL 1937 PAGE 21

CERTIFICATE OF RESIDENCE

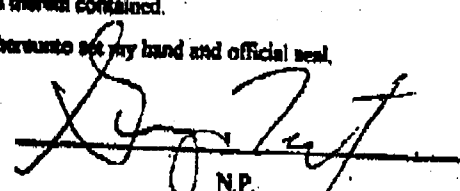
I hereby certify that the precise residence of the Grantee(s) herein is as follows:

R. D. 3 Box 106, Route 322 West
Millsboro, DE 19966
Agent for the Grantee(s)COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CENTREOn this the 20th day of April, 1998, before me, a Notary Public, the undersigned officer, personally appeared RONALD L. THOMPSON, Co-Executor of the last Will and Testament of LEROY THOMPSON, Deceased, known to me (or satisfactorily proven) to be the person described in the foregoing instruments, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CENTREOn this the 20th day of April, 1998, before me, a Notary Public, the undersigned officer, personally appeared DORIS E. MALINKY, Co-Executor of the last Will and Testament of LEROY THOMPSON, Deceased, known to me (or satisfactorily proven) to be the person described in the foregoing instruments, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notarial Seal
George S. Test, Notary Public
Phillipsburg Boro, Centre County
My Commission Expires Sept 18, 2000
Member, Pennsylvania Association of Notaries
N.P.
Notarial Seal
George S. Test, Notary Public
Phillipsburg Boro, Centre County
My Commission Expires Sept 18, 2000
Member, Pennsylvania Association of Notaries

FROM : MISSY

FAX NO. : 2658810

Mar. 01 2007 07:50AM P24

VOL 1937 PAGE 22

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELDCOMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUERECEIVED
TREASURY
TAX

630.00

RECORDED in the Office for Recording of Deeds, etc. in and for said County, in Record

Book No. _____ at Page _____

WITNESS my hand and seal this _____ day of _____, 1998.

Recorder of Deeds

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.*Karen L. Starch*
Karen L. Starch
Recorder of DeedsPHILADELPHIA DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 630.00

PAID 4/1/98

KAREN L. STARCH

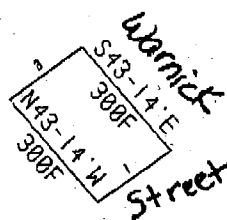
Date

Agent

6-1-98
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:43
BY *[Signature]*
FEB 17 1998
Karen L. Starch, RecorderEntered of Record *[Signature]* 1998 12:43 PM Karen L. Starch



1" = 400'



#112-P11-000-234

Cen Clear



FROM : MISSY

FAX NO. : 2658810

Mar. 01 2007 07:50AM P25

KAREN L. STARK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY, PA
 PENNSYLVANIA
 INSTRUMENT NUMBER
 199907241
 RECORDED ON
 MAR 07, 1999
 8:41:11 AM
 RECORDING FEES - \$13.00
 RECORDER
 COUNTY IMPROVEMENT FUND
 \$1.00
 RECORDER
 IMPROVEMENT FUND
 \$1.00
 STATE TRANSFER
 TAX
 \$33.00
 STATE DEED TAX
 \$1.00
 DECATOR TOWNSHIP
 \$167.50
 PHILIPSBURG-ORSED
 SCHOOLS
 \$167.50
 TOTAL
 \$685.50

MAIL TO:
 LAW OFFICES OF
 DAVID C. MASON
 P. O. Box 28
 Philipsburg, PA 16868

THIS DEED

MADE the 30TH day of APRIL, in the year nineteen hundred and ninety-nine (1999).

BETWEEN DENNIS R. WARNICK and CATHY J. WARNICK, his wife, currently of 4539 Lincoln Highway, Stoystown, Pennsylvania, 15563, **GRANTORS** and Parties of the First Part,

A

N

D

CEN-CLEAR CHILD SERVICES, INC., a Pennsylvania non-profit corporation, with an address of Route 322 West, Philipsburg, Pennsylvania, 16868, **GRANTEE** and Party of the Second Part.

WITNESSETH: That for and in consideration of the sum of **THIRTY-THREE THOUSAND FIVE HUNDRED (\$33,500.00) DOLLARS,** in hand paid, the receipt whereof is hereby acknowledged, the said **GRANTORS** do hereby grant and convey to the said **GRANTEE**, its successors and assigns,

ALL that certain piece or parcel of land situated in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the North side of a Thirty-three foot (33.0) street. Said point is also the Southwest corner of Agnew Thompson Sellers, Jr. (True Value) thence along said street, South Fifty-four degree, no minutes, West (S 54° 00' W) Two Hundred feet (200.0) to an iron pipe; thence along other lands of Grantor North Forty-

three degrees, Fourteen minutes West (N 43° 14' W) Three Hundred feet (300) to an iron pipe located in a drainage ditch; thence along said ditch, North Fifty-four degrees, no minutes East (N 54° 00' E) Two Hundred (200.0) feet to an iron pipe and also the Northwest corner of the Sellers property; thence along the Sellers property, South Forty-three degrees, Fourteen minutes East (S 43° 14' E) Three Hundred feet (300.0) to an iron pin and place of beginning. **CONTAINING 1.366 acres.**

BEING the same premises as vested in the Grantors herein by Deed of Donald Catalano, et ux., dated the 20th day of April, 1993, and recorded in Deed Book Volume 1525 at Page 505.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

UNDER AND SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

FROM :MISSY

FAX NO. :2658810

Mar. 01 2007 07:51AM P27

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness: _____

This _____ day of _____

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

FROM : MISSY

FAX NO. : 2658810

Mar. 01 2007 07:52AM P28

AND the said Grantors will **SPECIALY WARRANT AND FOREVER**
DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals,
 the day and year first above written.

Sealed and delivered
 in the presence of

[Signature]

(out to bank)

[Signature] (SEAL)
 Dennis R. Warnick

[Signature] (SEAL)
 Cathy J. Warnick

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the Grantees herein is as follows:
 R. R. #3, Box 106
 Route 322 West
 Phillipsburg, PA 16866

[Signature]
 Attorney for Grantee

COMMONWEALTH OF PENNSYLVANIA

:SS:

COUNTY OF Centre

On this, the 30th day of April, 1999, before me, a Notary Public,
 personally appeared, **DENNIS R. WARNICK** and **CATHY J. WARNICK**, his wife. known
 to me (or satisfactorily proven) to be the persons whose names are subscribed to the
 within instrument, and acknowledged that they executed the same for the purpose therein
 contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and
 year first above written.



[Signature]
 N.P.





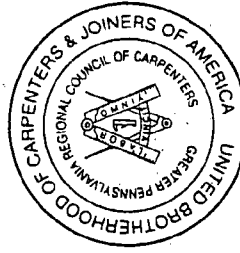
INDEPENDENT CONTRACT

Sixty County Area

Greater Pennsylvania
Regional Council of Carpenters

of the

United Brotherhood of
Carpenters and Joiners of America



(412) 922-6200

www.greatercarpenters.org

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CONTRACT

This Contract entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as the "Employer"; and the Greater Pennsylvania Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, (hereinafter referred to as "Regional Council"), for and in behalf of its affiliated Building Construction Local Unions, hereinafter also referred to as the "Union", for the purpose of establishing the rate of wages, hours of work; conditions under which employees shall work for the Employers; to insure and define trade autonomy as set forth in the International Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America, on all construction work in the geographical area covered by this Contract, including but not limited to commercial, industrial, residential, and manufacturing projects and facilities, and all related work such as but not limited to airports and fields, athletic fields, swimming pools, sewers, water mains, grade separations, foundations, parking lots and areas, driveways, access roads, piers, abutments, retaining walls, viaducts, aqueducts, shafts, tunnels, drainage projects, reclamation projects, reservoirs, water supply projects, water power development projects, hydro-electric development projects above grade, train and subway stations, round houses and maintenance and/or repair facilities, and any other assigned work.

This Contract seeks to facilitate, without resort to strikes, slowdowns or lockouts, peaceful adjustment of all grievances and disputes which may from time to time arise between the Employers engaged in construction work in the following Sixty (60) Counties in Pennsylvania, and the Regional Council who is authorized to negotiate this Contract for work in the following Counties:

Adams, Allegheny, Armstrong, Beaver, Bedford, Berks, Blair, Bradford, Butler, Cambria, Cameron, Carbon, Centre, Clarion, Clearfield, Clinton, Columbia, Crawford, Cumberland, Dauphin, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greenc, Huntingdon, Indiana, Juniata, Jefferson, Lackawanna, Lancaster, Lawrence, Lebanon, Luzerne, Lycoming, McKean, Mercer, Mifflin, Monroe, Montour, Northumberland, Perry, Pike, Potter, Schuylkill, Snyder, Somerset, Sullivan, Susquehanna, Tioga, Union, Venango, Warren, Washington, Wayne, Westmoreland, Wyoming and York. Furthermore, Pile Drivers will have jurisdiction in six (6) counties in West Virginia: Brooke, Hancock, Marshall, Monongalia, Ohio and Wetzel; and two (2) Counties in Ohio: Columbiana and Jefferson; Lathers will have jurisdiction in three (3) counties in Ohio: Columbiana, Mahoning and Trumbull; in five (5) counties in West Virginia: Hancock, Hampshire, Mineral, Monongalia and Preston; and in two (2) counties in Maryland: Allegheny and Garrett.

As used herein, "Carpenter(s)" shall refer to a person(s) who is a member of union and/or any person who performs or who should be performing any work pursuant to this Contract and/or its addendums.

It is further understood that no liability shall arise on the part of the Employer or the Union by reason of any unauthorized act by any employee or Union member respectively unless and until such unauthorized act is brought to the attention of the Employer or the Union and that party is given a reasonable opportunity to correct said act or ratify same.

ARTICLE I

Term of Contract

Section 1. The term of this Contract shall be from the date of execution to and including May 31, 2010.

Section 2. Should the employer or the union desire to change or terminate this contract prior to May 31, 2010, notification by the party requesting the same must be submitted in writing to the other party not less than sixty days prior to May 31, 2010; otherwise, this contract shall continue in full force and effect until the expiration of the next succeeding contract.

Section 3. Signatory employers agree to be bound by wage, fringe benefit, and employee deduction changes negotiated between the Union and the respective employer associations in the areas covered under Appendices II through XI through May 31, 2010.

ARTICLE II

Declaration of Principles

Section 1. The Employers and the Union hereby adopt the following principles as an absolute basis for this Contract:

- There shall be no limitation as to the amount of work a Carpenter shall perform during the working day.
- There shall be no restriction of the use of any safety approved machinery or tools (welding torch is considered a tool of the Trade) when furnished by the Employer:
- No unauthorized person shall have the right to interfere with working members during working hours.
- The Employer or his agents shall not use abusive language or employ excessive rushing tactics on jobs.
- The foreman shall be selected by, and be the agent of the Employer and shall be responsible for having this Contract carried out in full. All foremen shall be members of a Local Union affiliated with the Regional Council.
- Carpenters shall be at liberty to work for any signatory Contractor and shall receive the wages, fringe benefits and conditions agreed upon in this Contract.

(g) Employers shall be at liberty to hire Carpenter employees of their choice. The Employer may discharge for just cause. The Employer shall not discriminate based on union activities. Under no circumstances shall a steward be dismissed without first consulting with the Council Representative of the Union.

(h) The parties hereto agree to comply with Title VII of the Civil Rights Act of 1964 and all other applicable Federal and State Laws pertaining to non-discriminatory practices in employment.

(i) The Employer shall make every reasonable effort to employ a majority of Carpenters from the County in which the job is located.

(j) All wood forms, exterior wall panels or similar types of construction units, including but not limited to any prefabricated forms of wall panels or similar units, will be fabricated, refabricated or installed, either on or off the job-site, with Journeymen Carpenters in accordance with the terms and conditions of this Contract. The above shall apply in connection with the use of specially designed forms, prefabricated wall panels or prefabricated units as may be set forth in Architects' specifications. Plastic, removal metal and corrugated forming systems is the work of the Carpenters.

(k) The use of apprentices shall be encouraged.

(l) The Employer shall not transfer or loan a Carpenter employee to another Employer on the job not in signed agreement with the Union without the consent of the Regional Council.

(m) The terms of this Contract shall apply to all work covered by it and to be performed within the geographic area covered by it. In addition, the parties agree that the terms of this Contract shall also apply to any firm, corporation, partnership or other entity engaged in construction work, if the Employer signatory to this Contract exercises control over, or maintains an ownership interest in such firm, corporation, partnership or other entity, as well as to any successor or alter ego of such Employer. This Contract shall not apply to any related company which is not engaged in construction work.

(n) The prime purpose of this Contract is to encourage Union construction, with the understanding that the Employers and the Union pledge their cooperation and support to develop policies and programs to actively encourage greater utilization of Union construction in Pennsylvania.

(o) The employer shall have total portability of manpower within the geographic jurisdiction of the Greater Pennsylvania Regional Council of Carpenters, however, when additional carpenters are needed, every reasonable effort will be made to employ carpenters from the county in which the job is located. Also, employees will be paid according to the applicable appendix or addendum covering the area in which they are working. For contractors engaging in work covered by the heavy carpenter millwright or pile driving jurisdiction, appendices B, C and D describing the terms & conditions of employment for these specialties will be part of this contract and provided upon request.

ARTICLE III

Strikes, Lockouts, Work Stoppages

Section 1. During the term of this Contract, there shall be no strike, work stoppage, slow-down, lockout or any other interference with or impeding of work, except as hereinafter expressly provided.

Section 2. No employee shall participate in any such activity, and the Union will not authorize, instigate, aid or condone any such activity. Upon notification by the Employer that a violation of this Article exists or is threatened, the Union shall take necessary action to prevent or terminate such action or conduct in violation of this Article.

Section 3. The Contractor or Employer agrees to make every effort to prevent job shutdowns because of anticipated demonstrations by civil rights organizations or any other persons or organizations at the site of construction.

Section 4. If an Employer shall have been found by an Arbitrator or by a Court to be in violation of this Contract and has not taken necessary corrective action within three (3) days following such award, decision, or order, then the Union may strike such Employer until such time as the violation is corrected.

ARTICLE IV

Work Jurisdiction/Assignments

The Employer and the Union recognize jurisdiction as a serious problem in the Construction Industry.

Section 1. In an attempt to assure continuation of work on all projects within the geographic jurisdiction of the Union, in the event of a work jurisdictional dispute, the Employer agrees to abide by any agreement between the disputing parties at the Regional Council level. If those parties fail to reach an agreement, the Employer will abide by any agreement reached with the International Union Representatives.

The Union agrees not to institute work stoppages due to jurisdictional disputes. The Employer recognizes the work jurisdiction as listed in this Contract as being claimed by the Carpenters and will assign work in accordance therewith.

The Employer insures and defines trade autonomy as set forth in the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America. The Carpenter employees governed by this Contract shall perform, but shall not be limited to, the work that is historically performed by Carpenters. The Employer further agrees that he shall accept and abide by the written recognized agreements of the Regional Council and the United Brotherhood of Carpenters and Joiners of America with other Building Trades' Unions.

The Employer agrees that on projects covered by this Contract, work assignments by Employers and their sub-contractors shall be governed by this Article.

Acoustic Ceilings

The unloading, distribution and installation of all materials and component parts of all types of acoustic ceilings and plenums, regardless of their material composition or method of manner of their installation, attachment or connection, including, but not limited to the following items is the work of the Carpenters: all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of materials or methods of attachment, all integrated gypsum wall board ceiling heat panels, fill, all main tees, cross tees, splines, splays, wall and ceiling angles or moldings, all backing board and all finish ceiling materials regardless of method of installation excepting acoustic plaster.

Doors

Carpenters shall unload, distribute and install all unfinished wooden doors, hollow metal doors, overhead or mechanical doors, whether steel, aluminum or plastic and all supporting systems. Carpenters shall install all hollow metal jambs and hardware on doors whether they be interior or exterior.

Floor Covering

The term "Carpeting" shall include all measuring, lay-outs, remaking, cutting, fitting, sewing, binding, sizing, laying and installation of carpeting on the job or in the shop.

Resilient Floors shall consist of and include the laying of all cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or laid in with linopaste, glue, mastic or substitute materials.

All wood flooring, whether nailed or laid in mastic is the work of the Carpenter. All necessary preparatory work including the scraping, filling of holes, nailing, lay of paper or other underlayments are the work of the Carpenter. The sanding or refinishing of all wood floors, either by hand or power machine, is the work of the Carpenters.

Carpeting and all sewing, binding, stretching, repairing of carpets, either by hand or power machine is work of the Floor Coverer.

All work under this subsection is under the jurisdiction of the Floor Coverers and Decorators Local Union 1759, and affiliate Local Unions of the Regional Council.

Floor Covering Foremen: The company foreman shall perform the duties assigned to him/her by the company including but not limited to supervision

and/or coordinator of all the company's jobs and/or supervision of single jobs and/or installation of flooring materials. The owner may not be the foreman. Floor Covering contractors employing two (2) or more floor coverers on a job shall designate one (1) as the sub-foreman to serve as the lead man/woman on that jobsite and paid on a straight time hourly basis as negotiated in the local area CBA at not less than seventy-five (\$75) cents per hour over and above that paid journeyman floor coverers. Should the designated company foreman be assigned to a jobsite, he/she shall serve as the lead man on that jobsite and no additional sub-foreman shall be required.

Forms

The fabrication and refabrication of all forms and the dismantling when they are to be reused again shall be performed by the Carpenters. This includes removable corrugated metal forming systems, i.e. Mulach Steel Forming Systems, and all other patented forming systems. When power rigging is used in the setting or dismantling of forms and the necessary false work, all handling, rigging and signaling shall be done by Carpenters. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, etc., and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery is the work of the Carpenters. Framing in connection with the setting of bulkheads; fabrication of screeds and stakes for floors and forms for articles are the work of the Carpenters. The handling of lumber, fabricated forms and form hardware shall be from the adjacent stockpile. The building and moving of all scaffolding for runways and staging is the work of the Carpenters. The cutting or framing of openings for piles, conduit, ducts, etc., when they pass through floors, partitions or forms shall be performed by Carpenters. The finishing of any concrete pour shall be the work of the Carpenter.

During the pouring of structural forms, it is mutually agreed that the Employer shall assign qualified Carpenters to observe the stability of forms. This shall only apply to structural floors, beams, columns, retaining walls six (6) feet in height or over, etc. When such is poured before, during and after regular working hours, a Carpenter shall remain on the job to perform his regular work and be available in case forms need adjustment.

When setting up pre-cast units, the Carpenters shall perform all rigging, setting, aligning and hand signaling necessary for the operation.

Residential Work

Residential work is herein defined as all work in connection with: construction, alteration or repair of all residential units, including but not limited to single dwellings, duplexes, row houses and other building of four (4) stories and

less, except that the provisions of this Agreement will not apply to public improvements in any case in which the Federal Government or any of its agencies, or any State Government or political subdivision thereof furnishes by loan, appropriation, guarantee or grant all or any part of the funds used in construction, reconstruction, improvement, enlargement, alteration, repair, renovation, painting or decorating such improvements. Residential work is the work of the Carpenter and falls under a separate agreement. questions should be directed to the Greater Pennsylvania Regional Council of Carpenters.

Furniture

The transport, loading, unloading, handling, dismantling, distribution, erection, stockpiling, refurbishing, and installation of all modular and systems office furniture and all component parts, new, used and refurbished, such as All Steel, Westinghouse A.D.S., Steelcase, Virginia Metals, Hauserman, Herman Miller, etc. is the work of the members of the Greater Pennsylvania Regional Council of Carpenters.

Lathing

The Employer agrees that in the Sixty (60) Counties under the geographical jurisdiction of the Regional Council, the counties of Trumbull, Mahoning and Columbiana in Ohio, the counties of Hancock, Monongahela, Preston, Mineral and Hampshire in West Virginia, and the counties of Allegheny and Garrett in Maryland, the parties hereto agree to be bound by the following work jurisdiction, including but not limited to, the prefabrication, installation, erection, construction and completion of the following work which will be assigned to and performed by Journeymen Carpenters/Lathers and Apprentices: the prefabricating, erecting, construction, furring, making and erecting of brackets, clips and hangers, wood, wire and metal lath to which plaster-type materials are applied; corner beads, arches erected for the purpose of holding plaster and cement.

The rigging, erecting, staying and fastening in any manner of all pre-cast aggregate panels of all types.

All carrying bars, purlins and furring, regardless of size; light iron and metal furring of all descriptions for the receipt of metal lath, rock lath and all light iron when studs are to receive metal lath or rock lath for the application of plaster; and all other light iron furring erected to receive lath and plaster.

The nailing, tying and fastening of all wire and metallic lath such as wire cloth, wire mesh, expanded metal lath, hybrid and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers to support suspended ceilings or any of the above types of light iron and metal furring which receive lath and plaster; the placing of all types of floor lath, such as hybrid lath,

paperback steeltex floor lath, Penn metal rib, etc.

The tying, nailing, clipping or fastening all types of lath, regardless of size, such as wood lath, plasterboard, button board, flaxitium board, bishopric, celestex, gypsum lath, rock lath or any and all other types of material erected to receive or hold plaster.

The erection of all metal plastering accessories such as metal corner beads and other plastering accessories which are covered and/or serve as a ground of screed for plaster.

The erection and dismantling of all scaffold and scaffolding systems shall be assigned to the Carpenters/Lathers.

Material Procedures

The unloading, handling and erection and power rigging in connection with laminated wood arches, trusses and decks is the work of the Carpenters.

All power rigging and signaling of Carpenters' materials shall be performed by the Carpenters.

The operation and maintenance of small air compressors, generators, electric or gasoline power motors for the operation of woodworking machinery shall be the work of the Carpenters operating the machinery.

The unloading, handling and distribution of materials erected and installed by the Carpenters shall be performed by the Carpenters. All prefabricated, manufactured and finished materials regardless of packaging, shall be unloaded, distributed and installed by the Carpenters. This shall include, but not be limited to, all forms, templates, bolts, cabinets and all materials normally installed by the Carpenters.

The unloading, distribution by hand and/or rigging of all materials installed by the Carpenters shall be performed by the Carpenters including all tools and accessories needed for the performance of such work.

Underpinning, lagging, bracing, propping and shoring, raising and moving of all building structures or parts thereof by the use of jacks, power rigging or other methods shall be the work of the Carpenter. This includes the unloading and setting of modular units and all work related thereto.

The assembly and erection of pole and pre-engineered buildings is the work of the Carpenter.

Railings

The installation of all construction of temporary guardrails, barricades and/or safety devices are the work of the Carpenters. This shall also include the backing necessary. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guard rails shall be performed by the Carpenters.

Retail Stores

The unloading, handling, distribution and erection of all store fixtures, display cases, shelving and displays are the work of the Carpenters. The reconfiguration of the fixture, i.e. the moving and resetting of fixtures in renovations or additions is the work of the Carpenter.

Roofing

All units of shingles or shake or panel, including rolled regardless of material, and the underlayment is the work of the Carpenters.

The erection of tectum type plank, gyp type plank, concrete type plank, fiberboard or similar materials shall be installed by the Carpenters.

Installation of skylights, roof hatches and all related blocking is the work of the Carpenters.

Scaffolding

All scaffolds necessary for the Carpenters and Multi-Trade scaffolding shall be erected and dismantled by the Carpenters. All scaffolding in excess of fourteen (14) feet in height shall be erected and dismantled by the Carpenters including all weather protection and safety protection necessary for the performance of the construction work. The erection, dismantling, unloading, loading, and handling of all material and equipment for all specialty scaffolding is the work of the Carpenter. This includes all types of systems and specialty scaffolding to include, but not limited to, QES, Safway, Dura-Lok, etc.

Shades, Venetian Blinds and Draperies

The term "Shades, Venetian Blinds and Draperies" shall include all manner of making, measuring, repairing, sizing, hanging and installation of necessary fixtures and hardware for same and shall be the work of the Floor Coverer in its entirety.

Sink Tops, Cabinets and School Equipment

The unloading, distribution and installation of all sink tops, cabinets, hoods, laboratory furniture, base and wall units, is the work of the Carpenters. Gymnasium equipment such as backboards, bleachers, scoreboards, lockers, etc. is the work of the Carpenter. Library equipment is the work of the Carpenter.

Weather and Spray Protection

The fabrication, erection and removal of frames, enclosures of buildings or scaffolds, the draping of tarps, visqueen or similar coverings, when secured by wire, nailing, bolting or clamps shall be the work of the Carpenters in its entirety.

The handling and setting up of all temporary enclosures shall be the work of the Carpenters in its entirety.

Welders

Employees covered by this Contract shall perform all burning and welding in conjunction with Carpenters and that classification of work which comes under the jurisdiction of the Regional Council. When a safety man is required in the welding operation, he shall be a member of the Carpenters' Union.

Windows, Walls and Partitions

Excluding masonry and plaster, all work in connection with the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment of connection, including but not limited to the following items: All floor and ceiling runners, studs, stiffeners, cross bracings, fire-blocking, resilient channels, furring channels, doors and windows including frames, casing, moulding, base, accessory trim items, gypsum drywall materials, the making and installing of all backing for fixtures and welding of studs or other fasteners to receive materials being applied by Carpenters, laminated gypsum systems backing board, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal installation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, all toilet partitions and insulated translucent wall and ceiling systems, and all other necessary or related work in connection therewith, shall be performed by Carpenters.

The Employer recognizes and acknowledges that all drywall work and all drywall components mentioned above, interior or exterior, or utilizing these components mentioned (studs, gypsum board or insulation) such as in Cola, Driovit or similar systems, and any drywall finishing applications is under the jurisdiction of the Regional Council and that such work is the work of the Carpenters.

The erection of exterior metal studs shall be performed by the Carpenter employees of the Employer. The installation of windows, metal or wood, is the work of the Carpenter. Windows attached to metal studs shall be erected by the Carpenters.

The installation of rockwool, cork, fiberglass, tectum, Styrofoam and other insulation material used for sound or weatherproofing, the renewal for caulking and replacing of staff bead, brick mould and all Oakum, caulking, substitutes and all other caulking in connection therewith, and the installation of chalkboards, cork and tack boards, are Carpenter work.

Millwrights/Pile Drivers

Employers signatory to this Contract will abide by all labor agreements negotiated by the respective Contractors' Association(s) and Local Union 2235, and with its merged predecessor, Local Union 2264, Keystone Contractors Association and Local Unions 76, 191, 287, 492 and 514 and Northeastern Pennsylvania Contractors Association and Local Union 261 for Millwright/Piledriver work. Such agreement(s) is/are incorporated and made a part of this Contract and shall cover all such work in the applicable counties.

The Employer expressly agrees that on any Millwright/Piledriver work performed outside of the geographical area covered by this Contract, but coming under the geographical jurisdiction of another Union affiliated with the United Brotherhood of Carpenters and Joiners of America, or under any International Agreement, Employer will perform such work under and subject to the terms and conditions of the Carpenters' Union Contract in effect in that area.

ARTICLE V

Sub-Contracting

The Employer agrees not to subcontract any field erection, construction, alteration or other work under the jurisdiction of the Regional Council to any person, firm or corporation not in contractual relationship with the Union.

Relative to sub-leasing of work, it is agreed the Prime Contractor (Employer) shall stipulate that all Sub-Contractors and/or Specialty Contractors shall make work jurisdiction assignments in accordance with this Contract.

In any case where the Contractor has the right to control work which has traditionally been performed on the job site and which is defined in this Contract, it is understood the failure or refusal of the Contractor to perform the said work on the job site shall be deemed a breach of this Contract.

Any Employer who contracts out or sublets any of the work coming within the jurisdiction of the Union shall assume the obligations of any sub-contractor for prompt payment to the Carpenters Combined Funds, Inc. of all Contributions and Remittances, plus attorneys' fees and costs incurred in enforcing the provisions hereof.

If the contractor performs on-site construction work of the type covered by this Agreement, under its own name or the name of another as a corporation, company, partnership or other business entity including a joint venture, where the contractor through its officers, directors, partners or owners exercises directly or indirectly management control, the terms of this Agreement shall be applicable to all such work.

ARTICLE VI

Pre-Job Conference

For the specific purpose of maintaining and furthering the general well-being of the Building Construction Industry and those directly engaged therein, namely the Employer and the employee, it is agreed that representatives of each shall meet to discuss and resolve problems that may arise.

In conjunction therewith, the Employer shall notify the Regional Council and/or the responsible Council Representative promptly on securing a job and before starting work (excluding emergency and work of two (2) man days or less) for the purpose of scheduling a pre-job conference to assure amicable relations and avoid tribulations.

The Employer shall furnish to the Union a list of all sub-contractors and telephone numbers, and provide copies of all project bonds when requested by the Union.

ARTICLE VII

Working Hours, Shifts, Overtime and Holidays

Section 1. The Employer may schedule all employees for normal work day starting at the hours of 6:00 a.m., 6:30 a.m., 7:00 a.m., and 7:30 a.m., or 8:00 a.m., without incurring any premium pay penalty or overtime pay. Any work scheduled to commence prior to the scheduled starting time and after eight (8) hours, shall be paid for at the premium overtime rate of pay, except as noted in the Special Conditions Clause. All work scheduled changing the above starting and quitting time shall be for cause. The Executive Secretary Treasurer or authorized Representative of the Union shall be notified prior to the changes in the normal work schedule and the work schedule shall prevail for a minimum of five (5) working days. The Employer must schedule all of the Employees for work at the same time on a particular project.

Lunch period shall be reasonably near the mid-point of the shift. Thirty (30) minutes shall constitute the lunch recess. Work performed by the Carpenter Employees during the lunch recess shall be paid at the applicable overtime rate.

Work schedules changing the normal starting and quitting time shall be for cause and with the written consent of the Business Manager or authorized Council Representative of the Union. Any employee scheduled to work prior to the scheduled starting time and after eight (8) hours shall be paid the rate of pay as specified herein. Any change from the normal work day shall be on a job basis or for a minimum of five (5) days.

Section 2. Overtime Premium Pay: In an effort to encourage greater employment, the Employer shall make every reasonable effort to avoid scheduled overtime by utilizing shifts or hiring additional employees. However, should it be necessary to work overtime the following shall prevail:

During the normal work week, Monday through Friday, any employee scheduled to work after the normal scheduled eight (8) hours work day (including the lunch period if worked), shall be paid one and one-half (1-1/2) times the regular rate of wages as specified in the Appendices.

All work performed on Saturdays, with the exception of make up days, shall be paid at the rate of one and one half time the regular straight time rate of wages. Sundays and holidays are to be paid at the double time rate.

Should a Holiday fall on a Sunday, it will be celebrated on a Monday. The following days are recognized as legal Holidays:

New Year's Day	Labor Day
Good Friday	Veterans Day*
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

* Note: Veterans Day will be celebrated on the Friday following Thanksgiving Day.

The Employer agrees to secure permission from the Union for all Saturday, Sunday, Holiday, Shift Work, Make-up Days and also to inform the Union by telephone or in person, of intentions to work overtime during the first five (5) days of the week, namely Monday through Friday. If the Employer is unable to make contact with the Council Representative for the Union for that area, the Employer shall obtain the permission directly from the Regional Council.

It is further agreed that all overtime work shall be pro-rated among those employed on the job, as far as practicable, and the job steward or his designated alternate shall be included among those working at all times.

In the event there is a grievance or the Employer violates the intent of the time and one-half (1-1/2) provisions of this Agreement, the Union shall submit the dispute directly to step (b) of the Grievance and Arbitration Clause, and follow the arbitration procedures outlined therein. If the Employer is found to be in violation, the employee shall be paid double the regular straight time rate of wages for the hours worked, and the Employer shall be bound to institute shift work, hire additional employees, or cease overtime work. If the Employer refuses to comply with the decision of the Arbitrator or a Court, the Union shall have the right to engage in a strike and such strike shall not be deemed a violation of this Agreement.

Section 3. When two (2) or more shifts are required on the same operation, the first shift and second shift shall work eight (8) hours between the hours established for that job or project; and the third shift shall work seven (7) hours and receive eight (8) hours pay. Any work in excess of seven (7) hours on the third shift, shall be paid for at the prescribed overtime rate. Third shifts shall work Friday night in order to complete a full five (5) day week at the straight

time rate of wages prescribed in this Section (eight (8) hours pay for each shift). Not more than one (1) hour shall intervene between shifts unless due to job conditions, the Union and the Employer agree to other arrangements. All work performed between the beginning of the first shift on Saturday until the beginning of the first shift on Monday shall be considered as overtime and paid at the applicable rate for that day.

Ten Hour Days

Section 4. Contractors may institute a four day work week of ten (10) hour days without incurring overtime where such work week is not prohibited by the Federal Contract Work Hours and Safety Standards Act or any other Federal or State Laws or Regulations or job contract conditions.

Time and one-half (1-1/2) will be paid for all work in excess of ten (10) hours per day and forty (40) hours per week. Where, due to inclement weather, forty (40) hours have not been worked in the week (exclusive of overtime) time worked on Friday or Saturday shall be at straight time basis. Friday shall be the primary make-up day, however, if Friday cannot be used as the make-up day due to inclement weather, Saturday may be used as the make-up day. In the event make-up time is to be worked, not less than an eight (8) hour day shall be scheduled. If Saturday is used as the make-up day, the Council office shall be notified by telephone or fax.

Any employee hired on any day of the week, Monday through Thursday, and who does not lose time from the day of his initial hire until Friday shall receive time and one-half (1-1/2) the regular rate of wages for Friday or Saturday.

Holidays occurring on any day of the week from Monday through Thursday shall not be considered as a day worked. When a holiday falls in the work week, the foreman shall be paid eight (8) hours for the holiday at the straight time rate.

When two (2) shifts are required on the same operation, either two (2) shifts of eight (8) hours per shift between the hours established for that job or project or two (2) shifts of ten (10) hours per shift between the hours established for that job or project may be used. Any work in excess of eight (8) hours on an eight (8) hour shift operation for any work in excess of ten (10) hours on a ten hour shift operation shall be paid for the prescribed overtime rate. When three (3) shifts are required the first and second shifts shall work eight (8) hours between the hours established for that job or project; the third shift shall work seven (7) hours and receive eight (8) hours pay. Any work in excess of seven (7) hours on the third shift shall be paid at the prescribed overtime rate. Second and third shifts shall work Friday night in order to complete a full five (5) day week at the straight time rate of wages prescribed in this section (eight (8) or ten (10) hours pay for each shift). Not more than one (1) hour shall intervene between shifts unless due to job conditions, the Union and the Employer agree to other arrangements. All work performed between the beginning of the first shift on Saturday

until the beginning of the first shift on Monday shall be considered as overtime and paid at the applicable overtime rate of pay. Shifts will be paid on hours worked.

On remodeling, reconstruction and those jobs where the owner's business activities will not permit construction during the normal work day, the Employer with the consent of the Union, may institute a shift which will be in accordance with the Article governing shift work. The works hours will be determined by the "Owner's Special Conditions," described below.

Section 5. The Employer agrees no punitive action shall be taken against any Carpenter employee who may be unable to work the make-up day for any reason.

All hours worked in excess of (40) forty hours in the work week shall be paid at the appropriate overtime rate.

One-half (1/2) hour for lunch without pay shall be observed after each five (5) hours worked.

A shift shall not be recognized as such unless it consists of two (2) or more Carpenters, one of whom shall be designated as foreman, and shall work no less than three (3) consecutive nights, Saturdays, Sundays and Holidays excepted, otherwise premium time as specified herein shall be paid.

Section 6. When Carpenters are regularly employed and report for work, or when Carpenters are hired and bring their tools on the job, they shall receive a full day's pay. The above shall not apply under conditions over which the Employer has no control.

Section 7. Employees working under this Contract shall not be transferred by the Employer from one job to another for the performance of overtime work without the consent of the Regional Council. Employees working on an overtime job will not be replaced by employees from another job for overtime work, unless the overtime work requires special skills which cannot be performed efficiently by employees working on any shift.

Special arrangements may be made to accommodate the working hours with respect to delivery service, shifts and/or emergencies.

Section 8. On remodeling, reconstruction, and those jobs where the owner's business activities will not permit construction during the normal work day, the Employer, with the consent of the Union and after obtaining a permit from the Regional Council, may institute a shift which will be paid in accordance with the Article governing Shift Work.

For "Owner's Special Conditions," the normal established work day will be:

1st Shift - 7:30 AM to 4:00 PM (8 hours for 8 hours pay).

2nd Shift - 4:00 PM to 12:30 AM (8 hours for 8 hours pay).

3rd Shift - 12:30 AM to 8:00 AM (7 hours for 8 hours pay).

When an odd shift is required, the shift schedule in which the majority of hours are worked shall apply. When an odd shift is required that splits the hours worked equally, the following shift schedule shall apply: If the third shift is scheduled and the majority of hours worked falls in the first shift, it is understood the third shift schedule shall apply.

Make-Up Day

Section 9. It is agreed that when time is lost (four (4) hours or more) by the crew during the regular work week, Monday through Friday, due to inclement weather only, with notification to the Union, this time may be made up by the entire crew on Saturday at the regular rate of wages. All Saturday work must be scheduled on an eight (8) hours basis. All hours worked in excess of the forty (40) hours in the work week or eight (8) hours each day, shall be paid at the appropriate overtime rate. In the event an employee cannot work, no punitive action shall be taken by the Employer.

Section 10. Floor Covering contractors employing three (3) or more journeymen on a company basis shall designate one (1) as the company foreman and be paid on a straight time, forty (40) hour week basis and not less than sixty (\$60.00) dollars per week over and above that paid journeyman floor coverers for a full forty (40) hour week including holiday, if same should fall during the work week.

ARTICLE VIII

Wage Rates and Special Conditions

Section 1. Journeymen Carpenters, Foremen and General Foremen engaged in Commercial, Industrial, Residential and Institutional Work in the Sixty County Area represented by the Regional Council shall be paid as set forth in the Appendices attached to this Contract.

When three (3) or more journeymen carpenters are employed, one (1) shall be designated as foreman and paid as set forth in the appendices attached to this contract based on the area in which the work is being performed.

When three (3) or more foremen are employed, one (1) shall be designated as general foreman and shall be paid as set forth in the appendices attached to this contract based on the area in which the work is being performed.

Specialty Contractors-Foreman

When Specialty Contractors do not have sufficient employees on the job to warrant a Foreman as specified herein, and when lay-out work or job supervision responsibility are required, one (1) Carpenter shall be paid in accordance with the daily foreman rate as set forth in the applicable appendix. For purposes of this Article, lay-out work shall be defined as that work required to align the Specialty Contractor's scope of work with proposed or existing conditions. In

addition, job supervision responsibility shall include but, not be limited to, the coordination of that Specialty Contractor's work.

Apprentices

Section 2. Apprentices shall be indentured to the Carpenters' Joint Apprenticeship Committee, with the understanding that the Employer will provide reasonable and varied types of work, whenever possible, throughout the indenture period.

When three (3) Journeymen Carpenters are employed on the job or in the Regional Council area, the fourth (4th) Carpenter to be employed shall be an Apprentice, if available. An additional Apprentice shall be employed for each additional three (3) Carpenters. Each Apprentice shall work with and be under the supervision of a Journeyman Carpenter at all times. The ratio of Apprentices to Journeymen will be determined by a job basis or contractor basis based on a yearly average employment within the Regional Council area. Based on economical and working conditions, this ratio may be changed for the employment of Apprentices and shall be at the discretion of a responsible Union member of the Carpenters Joint Apprenticeship Committee.

Conditions and rules governing Apprentices shall be those adopted by the Carpenters' Joint Apprenticeship Committee, copies of which are incorporated by reference in this Contract.

Pre-Apprentices

Section 3.

- a. Employment of a pre-apprentice does not in any way alter or change the craft jurisdiction of the carpenter or carpenter apprentice.
- b. Hiring of pre-apprentices is the prerogative of the employer. The employer assumes responsibility for recruiting the pre-apprentice and/or may draw upon any existing pool maintained by the JATC.
- c. At no time will the hiring of a pre-apprentice result in the layoff of any journeyman or apprentice.
- d. The pre-apprentice shall, within eight (8) days of employment, become and remain a member in good standing of the Union as a condition of continued employment.
- e. Only after six (6) journeymen and two (2) apprentices are on said job, can a pre-apprentice be hired (and a 6:2:1 ratio to be continued throughout the job).
- f. Pre-apprentices shall work under the supervision of the carpenter foreman and the work they perform will be incidental to the work normally performed by carpenter journeyman or apprentices.

g. After a minimum of 1,000 hours of "on the job training" and upon meeting the apprenticeship requirements, a pre-apprentice may become an apprentice. This requirement may be waived at the discretion of the JATC.

h. The employer shall notify the apprenticeship office no later than the 10th day of each month of the number of hours worked by the pre-apprentice in the previous month.

i. The pay rate shall be 40% of the journeyman rate. After the first 500 hours, the employer agrees to contribute into the Greater Pennsylvania Carpenters' Medical Fund only, an amount as listed in the Appendices. From the pre-apprentices' time of employment, the Employer agrees to contribute amounts as listed in the applicable appendices to the respective UBC Funds.

j. The JATC will conduct a safety class for the pre-apprentice.

Travel Regulations

Section 4.

a. When an employee is moved during the day from one job to another, the Employer agrees to pay the parking charges at the actual job location.

b. When an employee is required to travel to a job outside of their Zone, the employee shall receive \$2.00 per day plus IRS mileage allowance from their Zone to the job site both ways. Should the employee be required to spend the night at the job location, out-of-town living expenses shall be paid on the regular pay day at the rate of \$80.00 per day effective June 1, 1998 and that amount shall remain in effect for the duration of the Contract plus the mileage to and from the job locations from their Zone area.

c. In the event any employee is required to travel excessive distances either within their Zone area and is not paid reasonable travel expenses by the Employer, he may refer the grievance to the Joint Travel Committee consisting of three (3) members of the company and three (3) members of the Greater Pennsylvania Regional Council of Carpenters for adjudication. Their resolution shall be binding on all parties.

d. The travel expenses, daily allowance and the out-of-town living expense will not become a part of the employee's gross pay but shall be paid as an expense in excess of gross wages and shall be noted separately on the pay stub.

e. The mileage allowance shall not apply if the Employer furnished the employee transportation. In the event carpenter employees are driving together, the employer shall pay the travel allowance to the driver.

Fringe Options

Section 5. Should the Union desire to allocate any wage increases to existing or mutually agreed Fringe Benefit Funds, it shall have the right to do so upon

thirty (30) days written notice to the Employer, requesting the allocation take effect on a specified date in a specified manner.

ARTICLE IX

Pay Period

Section 1. All Carpenter employees will be paid according to a weekly pay period, which shall consist of seven (7) consecutive days. An employee shall be paid no later than three (3) days following the end of the pay period. All employees shall be paid in the United States currency or be paid waiting time at the overtime rate until paid.

If any employee quits of his own accord, he shall wait until the next regular pay day to be paid.

On the regular pay day or when a Carpenter is laid off and required to wait on the job for wages, he shall be paid waiting time at the overtime wage rate. In the event the employee is not paid on the day of discharge, the Employer shall pay an eight (8) hour per day penalty until the employee receives his pay. The penalty shall not exceed eight (8) hours for any twenty-four (24) hour period.

Section 2. On each pay receipt shall be specified the pay period, the name of the Employer, the employee's name and/or Social Security Number, the hours worked, the rate of pay, gross wages and net pay, travel and overnight allowances, and all itemized deductions and Employer contributions.

Section 3. Termination of employment shall be in strict accordance with the provisions of this Contract.

Section 4. In order to avoid duplicate deductions, it is further agreed that the Employer shall issue a proper receipt for withholding of occupation privilege tax at the time the deduction is made.

Section 5. The Employer shall pay the employee the preceding day when the regular pay day falls on a specified holiday listed in this Contract.

ARTICLE X

General Conditions

Section 1. A suitable tool shed or room shall be furnished for the exclusive use of the Carpenters for safekeeping of tools and clothing, and shall be properly heated and light shall be furnished when necessary, and under no circumstances shall materials be stored therein. The Steward shall be furnished with a key. In case of fire or theft of the tools and clothing placed within said shed or room for safekeeping, the Employer shall be held responsible for such loss which shall not exceed a maximum of Seven Hundred Fifty (\$750.00) Dollars for tools and for personal effects in each individual case, settlement of any loss to be made within ten (10) working days and the employee shall furnish receipts for items purchased in all cases.

(a) Loss by theft must take place outside working hours.
(b) When required by the Employer, all tools must be listed with the Employer and marked for individual identification.
(c) The Employer shall not require the employee(s) to furnish, rent, lease or sell any power operated tools, machinery, equipment or trucks to an Employer, to be used on any work performed by the Employer.

Section 2. Pure clean drinking water shall be accessible at all times with sanitary paper cups available. Ice water shall be provided in warm weather.

Section 3. Suitable and sanitary toilet facilities shall be provided.

Section 4. All rubber boots necessary to the performance of the job shall be disinfected and in sanitary condition before being issued by the Contractor to the individual on each and every occasion.

Section 5. In the event of foul weather and it is necessary that work proceed, the Employer agrees to supply those so involved with parka type rain gear.

Section 6. When a Carpenter employee is initially employed, he shall arrive on the job with his tools sharpened. However, the Employer shall provide a means to have the Carpenter employee's tools, which are being used on that job, sharpened.

Section 7. The employee(s) shall be permitted to drink coffee at their assigned work locations, usually at mid-point between starting time and lunch period, so as not to unduly interfere with operations.

Section 8. All employees directly employed by the Employer will maintain the same quitting time unless otherwise specifically provided by the Contract of such other employees.

ARTICLE XI

Safety

Section 1. Employers covered by this Contract agree to enforce reasonable precautionary measures to protect the safety and general well-being of their employees in compliance with Federal, State and Local Safety Laws so that the hazards of construction work be minimized.

Section 2. Radiation Exposure. All State and Federal Laws and Regulations governing radiation exposure shall be applicable under this Contract.

Showers shall be provided by the Employer for the daily use of the employees exposed to radioactive contamination.

If an employee reaches his maximum exposure in any one quarter, he shall be offered employment in a cold or non-radiation or non-contaminated area for the balance of such quarter or the duration of the job, whichever is longer.

If an employee receives his maximum radiation exposure as set down by State and Federal Regulations per quarter and he loses employment for this reason, the work lost or time lost for the duration of said job shall be reimbursed, providing said employee cannot gain employment elsewhere.

The Employer is responsible for proper scheduling of radiation exposure for each and every employee to comply with State and Federal Regulations in each work assignment and shall provide all personnel and equipment, including health physics technicians necessary to control the amount of radiation received.

Section 3. Rigging will be done and hand signaling will be given by the Carpenters on all work which is installed by the Carpenters and is under the Carpenters' jurisdiction.

Section 4. All special equipment, including safety equipment, shall be furnished by the Employer, and must comply with all Local, State and Federal regulations.

Section 5. The Employers covered by this Contract agree to abide by and enforce the Building Construction Industry Advancement Program and the Building Trades Joint Safety Committee, and OSHA Regulations.

Section 6. When a Carpenter is performing welding or burning operations, another Carpenter shall assist and act as a safety man when the situation warrants.

Section 7. The Employer shall provide proper gloves and protective materials to safeguard its Carpenter employees. The Employer shall be responsible for the replacement of tools, shoes and clothing of the employees which are substantially damaged in the performance of their duties. This shall also prevail when employees are working in areas where the atmosphere contains excessive corrosive fumes.

Section 8. It is agreed and understood that construction work generally is hazardous. It is the intent of both parties that every effort be made to protect the well-being of all employees. The Employer agrees that they shall assign adequate personnel to maintain safety compliance.

All provisions of the Occupational Safety, Health and Accident Law (OSHA) and the State Safety Laws shall be strictly adhered to and complied with. The employee shall have the right to refuse to perform work in the areas where the full OSHA Standards and State Safety Laws are not adhered to and maintained.

(a) Employees working on preparatory work to conform to all provisions of the Occupational Safety, Health and Accident Law and the State Safety Laws and OSHA Standards.

(b) Preparatory work, which shall include but, not be limited to, preparations for safety, weather protection, work on swinging or hanging scaffolds, bosun chairs, stagings and ladders, which are performed twenty-five (25) feet, or more above grade or other safe horizontal plane below to conform in strict accordance with the State Safety Regulations and OSHA Standards.

(c) Work performed ten (10) feet below grade, in caissons, tunnels, sumps, trenches, ditches and excavated areas for retaining walls and other structures so

that banks can be braced in strict accordance with State Safety Regulations and OSHA Standards.

The Employer shall furnish proof to the Union that Employer has properly provided for the employee under the State Unemployment Compensation Laws and the State Workers' Compensation Law.

Any Carpenter injured on a job-incurred accident during the shift and requiring emergency treatment by a physician or hospitalization, shall receive pay for the full shift. However, if the injured Carpenter is released to return to work and does not return to work, then he shall receive pay only for the actual time worked.

Should the employee be required to visit the Employer's designated doctor during a regular work day, the employee shall be paid for the time necessary for such visits. If the injured employee is employed by a Contractor other than with whom the original accident occurred, he shall not be paid for any time for treatments, other than the Compensation Law or the Insurance Laws allow.

ARTICLE XII

Union Representatives

Section 1. Union Council Representatives shall have access to all jobs on which the Employer is performing a part of, or all of its work. Where the Employer does not have control of entry to the job, the Employer will not interfere with the Union's obtaining the right of entry from the responsible party.

Section 2. On any job of the Employer which requires two (2) or more employees, the Union Council Representative shall have the right to place on the job that second individual and appoint him the job steward. The employee designated as the job steward shall be a qualified Journeyman and must fully perform his duties as directed. The Steward shall be granted sufficient time to perform his duties. Failure of the steward to fully perform his duties will warrant replacement.

Section 3. Under no circumstances shall the Union Steward be laid off, dismissed, transferred or have his job classification changed for any reason without first consulting the Union, and then only for good and just cause shall the Employer dismiss a Union Steward. The Union Steward shall be the last Journeyman to be laid off, and the first Journeyman called back on the resumption of jobs. Absolutely no Carpenter work shall be performed in the absence of the Steward; this shall not apply if the Steward is absent from work.

Any and all job conditions granted to stewards under the employ of the Contractor shall be granted equally to the Carpenters' Stewards.

Section 4. Employers are to permit Job Stewards to attend meetings called by the Union at the job site.

Section 5. An Employer qualified designated person or the Steward shall accompany any seriously ill or injured member to the hospital or physician's

office. The Employer shall insure the proper care of the injured employee's tools, clothing and personal property on the job. The Steward shall be paid for the regular scheduled work day, and any scheduled overtime work.

Section 6. It is further agreed that the Job Steward will be notified by an authorized agent of the Employer in all instances of lay-offs, whether of a permanent or temporary nature, two (2) hours prior to the scheduled quitting time. The Employer will notify and will pay the employee(s) to be laid off one (1) hour prior to quitting time so that the employee(s) may gather their tools before leaving the job.

Section 7. Specialty Contractors shall be required to have a Shop Steward. The Union shall negotiate with each Specialty Contractor for the placement of a Shop Steward. The Employer agrees to furnish to the Shop Steward (by hand delivery or by mail) a list of the Carpenters in its employ, along with the job's identification and location. A Shop Steward will be permitted to act as a foreman on jobs employing three (3) or less Carpenters. On larger projects on which more than five (5) Carpenters are employed, a steward will be required.

ARTICLE XIII

Grievance and Arbitration Clause

Section 1. In the interest of maintaining harmonious labor relations and with the objective of resolving differences that arise between the parties hereto, in an orderly and expeditious manner, the Employer and the Union agree to the following grievance and arbitration provisions. A grievance must be filed within ten (10) working days of the event upon which it is based. Grievances which are not filed in a timely manner are void and of no effect. Should no resolution be achieved within fourteen (14) days from the initial occurrence, either side may submit the dispute directly to arbitration.

Section 2. Disputes which are clearly covered by the Contract shall be submitted by way of grievance and processed through the steps listed below in Section 5 with the exception of those disputes specifically set forth in Section 4 below, which are not subject to the grievance and arbitration provisions and over which the Union specifically reserves the right to take corrective action.

Section 3. On disputes over which there is a question with respect to arbitrability, the Courts and not arbitrators shall decide the question of arbitrability in the first instance.

Section 4. Disputes concerning (1) non-payment of wages or wage deductions, (2) non-payment of fringe benefits, (3) job conditions, or (4) safety are not subject to the grievance and arbitration provision of this Contract and the Union expressly reserves the right to strike over these specified areas of dispute.

Section 5. On all other disputes which arise between the parties under this Contract, the following procedure shall be followed:

(a) The job foreman and the Union Steward shall discuss the grievance and render a decision within two (2) hours from the time said grievance is brought to their attention; if no agreement is reached in settling the grievance, then the second step shall be:

(b) The Council Representative and the job superintendent or his assistant shall meet on the grievance and render a decision within forty eight (48) hours from the time of the decision of the job foreman and Union steward. If no agreement is reached in settling the grievance, then the owner of the Company or his designated representative and the Executive Secretary Treasurer of the Regional Council or his designated Representative, shall meet and render a decision on the grievance within forty eight (48) hours from the time of the decision of the job superintendent or his assistant and the Council Representative of the Union.

(c) Upon failure to resolve the dispute under steps (a) and (b) above, the dispute shall then be submitted to arbitration within five (5) days from the date of the decision under step (a).

Each party shall submit a request to the Federal Mediation and Conciliation Service, Washington, D.C., for a panel of arbitrators. The rules and regulations of the Service shall apply and be binding on the parties hereto.

Each party shall pay one-half (1/2) of the cost of arbitration. The arbitrator shall render his decision within thirty (30) days from the date of the close of the hearing. The arbitrator shall not have authority in its decision and award to alter, modify or change the express terms and conditions of this Contract.

ARTICLE XIV

Joint Labor - Management Drug/Alcohol Abuse Program

The Greater Pennsylvania Regional Council of Carpenters recognizes that substance abuse is a problem in our society and jointly supports establishing a fair, economical and standardized substance abuse testing program as a means to protect people and property and to promote and improve a healthy and safe workplace for all concerned. Contractors who execute this agreement may, at their own discretion, utilize the drug testing provisions set forth in the Master Builders Association agreement. Copies of these provisions are available upon request.

ARTICLE XV

Fringe Benefits Pension, Medical and Annuity & Savings Funds

Section 1. During the term of this Contract and any extension thereof, the Employer shall pay into the Greater Pennsylvania Carpenters' Medical Plan, the Greater Pennsylvania Carpenters' Pension Fund, and the Greater Pennsylvania Carpenters' Annuity & Savings Fund, the percentage of gross wages and/or flat

amounts listed for each employee covered by this Contract as specified in the Appendices of this Contract.

The Employer shall submit payments to the Carpenters' Combined Funds, Inc. or its designee no later than the last day of the month following the month for which payments are being made, or sooner, if the applicable Agreement and Declaration of Trust requires.

Section 2. All the terms and provisions of the Agreements and Declarations of Trust creating the aforesaid Funds as amended are hereby accepted by the parties hereto, and a copy of said Agreements and Declarations of Trust are incorporated by reference into this Contract and made a part hereof.

Section 3. The weekly pay stub shall indicate such payments, based on the percentage of gross wages, or the negotiated hourly amount, for which contributions are being submitted.

ARTICLE XVI

UBC International Health and Safety Fund, the International Apprenticeship Fund, Labor-Management Education Development Fund Contributions (Containing WPRDC Marketing Monies) and the National Floor and Wall Fund

All monies pertaining to these Funds shall be paid as per the applicable appendices required.

ARTICLE XVII

Industry Advancement Funds

As set forth in the applicable appendix, the Contractor agrees to contribute monies to the Carpenters' Training and Education Fund, or in the alternative, the Contractor may elect to contribute the monies to the applicable Industry Advancement Fund, which shall be utilized strictly for safety and training programs.

Once an election is made by the Contractor, he shall not be permitted to revoke, rescind, or cancel said election during the term of this Contract.

The contribution shall not be considered as part of an employee's wages for purposes of income tax, social security, and other federal and state taxes or assessments.

ARTICLE XVIII

Union Security Clause and Dues Check-Off

Section 1. The Employer recognizes and acknowledges that the Union represents a majority of its employees in an appropriate unit for purposes of collective bargaining. The Employer recognizes the Union as the exclusive bargaining agent for all employees performing work within the Union's trade

jurisdiction on all present and future job sites within the Union's geographic jurisdiction.

Section 2. It shall be a condition of employment that all employees of the Employer covered by this Contract who are members of the Union in good standing on the execution date of this Contract shall remain paid up members in good standing, and those who are not members on the execution date of this Contract, shall on or after the eighth (8th) day following the execution date of this Contract, or for new employees after the eighth (8th) day following the beginning of employment, become and remain paid up members in good standing in the Union.

Section 3. During the term of this Contract, or any renewal or extension thereof, upon written authorization, the Employer shall deduct from the pay of each employee the authorized amount of gross wages as Working Dues.

All monies deducted as Working Dues by the Employer shall be remitted to the collection agent in the manner and method provided for in the Article entitled Consolidated Report and Check.

Section 4. The Employer shall make every reasonable effort to make available the Authorization Cards to the employee for signature and the signed cards will be maintained by the Greater Pennsylvania Regional Council of Carpenters.

Section 5. The Employer shall have the right to transfer or assign employees to their various projects.

Section 6. When new employees are required, the Employer shall give first consideration in hiring to the unemployed Carpenters in that area. Hiring will be on a non-discriminatory basis. The Employer shall have the right to request or select Journeymen Carpenters from the unemployed whom they consider qualified and satisfactory to perform the necessary work.

Section 7. In the event the Union fails to furnish Carpenters within forty-eight (48) hours, the Employer may secure employees from other sources.

ARTICLE XIX

Carpenters' of Greater Pennsylvania Legislative Program

Section 1. The Employer agrees to deduct two (\$.02) cents per hour paid from the wages of its Carpenter employees. This money shall be designated as an employee deduction and be made payable to the Carpenters' Combined Funds, Inc.

Section 2. The monies as described above shall be paid into the Carpenters' Joint Apprenticeship Program/Carpenters' Joint Advanced Training Program ("Training Program"). The employee may elect, however, to have the monies paid into the Carpenters' Legislative Program of Greater Pennsylvania. To elect this option, the employee must authorize in writing that the two (\$.02) cents shall be paid into the Legislative Program. The written authorization cards shall be maintained by the Greater Pennsylvania Regional Council of Carpenters.

ARTICLE XX

Carpenters' Advancement Fund

Section 1. The Employer agrees to deduct amounts as set forth in each pertinent appendix and addendum of this contract from the wages of its Carpenter employees. This money shall be designated as an employee deduction and be made payable to the Carpenters' Combined Funds, Inc.

Section 2. The monies as described above shall be paid into the Carpenters' Joint Apprenticeship Program/Carpenters' Joint Advanced Training Program ("Training Program"). The employee may elect, however, to have the monies paid into the Carpenters' Advancement Fund. To elect this option, the employee must authorize in writing that the amounts shall be paid into the Advancement Fund. The written authorization cards shall be maintained by the Greater Pennsylvania Regional Council of Carpenters.

ARTICLE XXI

Carpenters' Joint Apprenticeship/Advanced Training Programs

The Carpenters' Joint Apprenticeship and Advanced Training Programs trains individuals for the Journeyman Carpenter Trade. The rules and regulations of such Programs are hereby incorporated herein by reference, becoming a part of this Contract.

In order to finance these educational programs for Carpenters, Employers shall submit contributions to the Carpenters' Combined Funds, Inc. in accordance with the Appendices attached to this Contract. A copy of the Agreement and Declaration of Trust for the Carpenters' Training and Educational Fund, as amended, is hereby incorporated herein by reference.

ARTICLE XXII

Consolidated Report and Check

Section 1. In order to reduce the amount of time and bookkeeping expenses which would otherwise be incurred by the Employer in submitting separate reports and contributions to the Medical, Pension, Industry Advancement Funds, Annuity & Savings Fund, the UBC Health & Safety Funds, the UBC Apprentice Fund, the Legislative Program and the Training and Education Fund, and in sending reports and checked-off dues to the Regional Council as required under the terms of this Contract, the Employer agrees to consolidate all monthly payments due to any of the foregoing Funds and the Regional Council in a single check made payable to PNC BANK, N.A. - CARPENTERS' CONTRIBUTION ACCOUNT, or other depository as stipulated by the Union, and sent to such depository or the office of the Carpenters' Combined Funds, Inc.

Section 2. In lieu of sending separate report forms to each Fund and the Regional Council, the Employer shall prepare and send along with the single check, a consolidated report form so that it is received on or before the last day

of the month following the month for which the report is made. The PNC Bank, N.A., or the designated depository, shall act as distribution agent for the Employer in distributing the Employer's contributions to the respective Funds and the checked-off dues to the Regional Council and shall forward to each Fund and the Regional Council, along with the monies due that Fund or the Regional Council, a copy of that portion of the consolidated report form applicable to the Fund or the Council. The Employer shall file a report monthly even though the report may be a negative one.

Section 3. During the term of this Contract, the Employer shall remit to the collection agent, under the single check system, for each employee covered by this Contract the amounts due the Funds and Union as specified in the Appendices.

ARTICLE XXIII

Employer Authorization for Release of Records

Section 1. The Employer authorizes the Regional Council and the Carpenters' Combined Funds, Inc., or their designated agents to obtain any and all necessary information from Employer's payroll, tax, employment or other records for the specific purpose of determining if the wage rates, fringe benefit contributions, and other payments as specified in this Contract are being adhered to by the Employer. Reasonable notice shall be given the Employer to arrange for a mutually convenient time for inspection.

Section 2. Upon request of the Regional Council or the Carpenters' Combined Funds Inc., or their designated agents, the Employer will provide copies of the all payroll records and reports filed by the Employer with the Pennsylvania Unemployment Compensation Bureau, or pursuant to any applicable State or Federal prevailing wage law for the purpose of ascertaining what payments are due and owing to the various Funds mentioned in this Contract. The Employer further grants such parties the right to forward these copies to the State or Federal Government for verification.

ARTICLE XXIV

Bonding and Delinquencies *Bonding/Security for Non-Payment*

Section 1. Should the Employer become delinquent in the payment of any monetary obligations under this Contract, the Union has the right, but not the duty, to require the Employer to post security for such payments in the form of a cash or corporate surety bond in the amount of three (3) times the Employer's normal monthly payments or Twenty Thousand (\$20,000.00) Dollars, whichever amount is greater.

The amount and the form of any bond posted pursuant to the Article, the surety posting same, and the date the bond shall be posted, shall be subject to the approval of the Union.

Section 2. The Union has the right, but not the duty, to require a new Employer having no experience with the Fringe Benefit Funds and/or wage rates applicable to this Contract to post security for the payment of any amount due to said Funds or Carpenter employees in the form of a cash or a corporate surety bond in the amount to be determined by the Union; provided that if within six (6) months from the date the first payment is due to the Funds or the employees, the new Employer has not been delinquent, the Bond will no longer be required except as provided in Section 1 of this Article.

Section 3. The Union may also demand of any new Employer, or an Employer who has a history of delinquency in the remittance of fringe benefit payments, that the Employer be required to make weekly payments to the Carpenters' Combined Funds, Inc., which shall be remitted no later than the seventh (7th) day following the week which the report covers. Substantiation of the payments shall be furnished the Union Steward or other authorized representative of the Union. Should the Employer maintain a prompt record of contributions for at least six months, the Union may return the Employer to the status of making payments on a monthly basis.

Section 4. In the event an Employer fails for any reason to satisfy the specified security arrangement described in this Article:

(a) The Union shall have the right, but not the duty, to engage in a strike against such Employer and such strike shall not be deemed a violation of this Contract; and/or

(b) The Employer shall be personally liable to the Carpenters' Combined Funds, Inc. for all then existing or future unpaid amounts due and payable to the Funds. In the event the Employer is a corporation, liability under this section shall be imposed not only on the corporation, but also personally on each corporate official of that Employer who is empowered to sign checks and/or execute any agreement.

Delinquencies

Any employer contributions or remittances payable to the Carpenters' Combined Funds, Inc. or its designated collection agent shall be considered delinquent if not received by the Fund Office as outlined in the appropriate Agreement Declaration of Trusts which are hereby incorporated by reference. Non-payment or late payment by any Employer of any Contribution shall not relieve any other Employer of its obligation to make timely payments.

ARTICLE XXV

Legal Jurisdiction and Venue

With respect to any legal action filed against the Employer, its officers or principals, it is agreed that such action may be instituted in the United States District Court for the Western District of Pennsylvania, or in the Court of Common Pleas of Allegheny County, at the election of the party or parties bringing such action.

The defense of improper or lack of venue shall not be raised by the Employer. Should any Employer have its place of business outside of Allegheny County, it agrees that service of legal process by regular mail directed to the last known address of the Employer shall be proper service upon the Employer.

ARTICLE XXVI

Separability and Savings Clause

If any article or section of this Contract should be held invalid by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Contract shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit their demand to formal arbitration.

Any provision of this Contract that is prevented from being put into effect because of applicable legislation, executive order, or regulations dealing with wage and price stabilization, then such provisions, or any part thereof, shall become effective at such time, in such amounts and for such periods, prospectively as soon as will be permitted by law at any time during the life of this Contract or any extension thereof.

Sixty County Independent Contract 20 _____

Executed on this _____ day of _____, 20 _____

EMPLOYER:

Company Name _____

Check: Corporation _____ Partnership _____ Sole Proprietorship _____

Joint Venture _____

Signature _____

Please Print Name _____

Title _____

Witness _____

List Names/Titles of Other Officers/Owners _____

Address _____

City _____ State _____ Zip _____

Phone Number () _____ Fax () _____

Federal Identification Number _____

Workers' Comp. Insurance Carrier No. _____

Unemployment Comp. Acct. No. _____

UNION:

GREATER PENNSYLVANIA
REGIONAL COUNCIL OF CARPENTERS
495 Mansfield Avenue
Pittsburgh, PA 15205
Phone: (412) 922-6200

Signature _____

Print Name _____

Title _____

Witness _____

Date _____

Sixty County Independent Contract 20 _____

Executed on this _____ day of _____, 20 _____

EMPLOYER:

Company Name _____

Check: Corporation _____ Partnership _____ Sole Proprietorship _____

Joint Venture _____

Signature _____

Please Print Name _____

Title _____

Witness _____

List Names/Titles of Other Officers/Owners _____

Address _____

City _____ State _____ Zip _____

Phone Number () _____ Fax () _____

Federal Identification Number _____

Workers' Comp. Insurance Carrier No. _____

Unemployment Comp. Acct. No. _____

UNION:

GREATER PENNSYLVANIA
REGIONAL COUNCIL OF CARPENTERS
495 Mansfield Avenue
Pittsburgh, PA 15205
Phone: (412) 922-6200

Signature _____

Print Name _____

Title _____

Witness _____

Date _____

APPENDIX I

WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING COUNTIES: ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, FAYETTE, GREENE, WASHINGTON AND WESTMORELAND (ZONE I)

Category	Date	Date	Date	Date	Date
	6/1/05	6/1/06	6/1/07	6/1/08	6/1/09
Journeymen	\$24.93	\$25.64	\$26.36	\$27.08	\$27.82
Foremen	\$26.43	\$27.14	\$27.86	\$28.58	\$29.32
General Foremen	\$26.93	\$27.64	\$28.36	\$29.08	\$29.82
First Year Apprentice	\$11.22	\$11.54	\$11.86	\$12.19	\$12.52
Second Year Apprentice	\$14.96	\$15.38	\$15.82	\$16.25	\$16.69
Third Year Apprentice	\$18.70	\$19.23	\$19.77	\$20.31	\$20.87
Fourth Year Apprentice	\$22.44	\$23.08	\$23.77	\$24.37	\$25.04
Pre-Apprentice	\$ 9.97	\$10.26	\$10.54	\$10.83	\$11.13

FRINGE BENEFITS (UNLESS OTHERWISE NOTED)

*G.W. SHALL MEAN GROSS WAGES

Pension Fund	Medical Plan	Annuity & Savings Fund	Ind. Adv./Appr. Training	UBC Health & Safety Fund	UBC Appr. Training Fund	UBC Labor Mgmt. Educ. Dev. Fund
10% G.W.	18% G.W.	10% G.W.	2% G.W.	\$.02/hour	\$.02/hour	\$.02/hour

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

• First and Second Year Apprentices fringe benefit differences:

- Medical Plan - 30% G.W.
- Pension Plan - 4% G.W.
- Annuity & Savings Fund - 4% G.W.

• Pre-Apprentices fringe benefit differences:

- Medical Plan - 30% G.W. after 500 hours
- Pension Plan - 0%
- Annuity & Savings Fund - 0%

• Floor Coverer employees: The Employer agrees to contribute two (\$.02) cents per hour paid to the UBC National Floor and Wall Fund. This money shall be designated as an Employer contribution and made payable to the Carpenters' Combined Funds, Inc. to be distributed to the UBC National Floor and Wall Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) per cent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all Members. Also, on all projects, two (\$.02) cents per hour paid, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania and thirteen cents (\$.13) per hour paid effective January 1, 2004 shall be deducted from all members for the Carpenters' Advancement Program and submitted with the Fringe Benefit payments. If the employee does not wish his/her money to be contributed to the Legislative Program and Advancement funds, it will automatically revert to the Apprentices Program.

APPENDIX II WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING COUNTIES: LAWRENCE, MERCER AND EASTERN OHIO (ZONE II)

Category	Date	Date	Date
	6/1/05	6/1/06	6/1/07
Journeymen	\$23.95	\$24.68	\$25.42
Foremen	\$24.95	\$25.68	\$26.42
General Foremen	\$25.45	\$26.18	\$26.92
First Year Apprentice	\$10.77	\$11.11	\$11.44
Second Year Apprentice	\$14.37	\$14.81	\$15.25
Third Year Apprentice	\$17.96	\$18.51	\$19.07
Fourth Year Apprentice	\$21.56	\$22.21	\$22.88
Pre-Apprentice	\$ 9.58	\$ 9.87	\$10.17

FRINGE BENEFITS (UNLESS OTHERWISE NOTED) *G.W. SHALL MEAN GROSS WAGES

Pension Fund	Medical Plan	Annuity & Savings Fund	Appr. Training Fund	Const. Adv. Fund	URC Health & Safety Fund	UBC Appr. Training Fund	UBC Labor Mgmt. Educ. Dev. Fund
11% G.W.	19% G.W.	8% G.W.	.8% G.W.	.6% G.W.	\$.02/hour	\$.02/hour	\$.02/hour

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

• First and Second Year Apprentices fringe benefit differences:
Medical Plan - 31% G.W.

• Third and Fourth year apprentices fringe benefit differences:
Medical Plan - 19% G.W.

• Pre-Apprentices fringe benefit differences:

- Medical Plan - 25% of G.W. after 500 hours
- Pension Plan - 11%
- Annuity & Savings Fund - 0%

• Floor Coverer employees: The Employer agrees to contribute two (\$.02) cents per hour paid to the UBC National Floor and Wall Fund. This money shall be designated as an Employer contribution and made payable to the Carpenters' Combined Funds, Inc. to be distributed to the UBC National Floor and Wall Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) per cent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all Members. Also, on all projects, two (\$.02) cents per hour paid, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania and thirteen (\$.13) per hour paid effective January 1, 2004 shall be deducted from all members for the Carpenters' Advancement Fund Program and submitted with the Fringe Benefit Payments. If the employee does not wish his/her money to be contributed to the Legislative and Advancement funds, it will automatically revert to the Apprentices Fund.

APPENDIX III WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING COUNTIES: BEDFORD, BLAIR, CAMBRIA, CAMERON, CENTRE, CLARION, CLEARFIELD, CLINTON, CRAWFORD, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, INDIANA, JEFFERSON, MIFFLIN, POTTER AND SOMERSET (ZONE III)

Category	Date	Date
Journeymen	6/1/05	6/1/06
	\$22.63	\$23.14
Foremen	\$23.88	\$24.39
General Foremen	\$24.63	\$25.14
First Year Apprentice	\$13.80	\$14.12
Second Year Apprentice	\$16.29	\$16.66
Third Year Apprentice	\$18.56	\$18.97
Fourth Year Apprentice	\$21.05	\$21.52

FRINGE BENEFITS (UNLESS OTHERWISE NOTED) *G.W. SHALL MEAN GROSS WAGES

Pension Fund	Medical Plan	Annuity & Savings Fund	Ind. Adv./Appr. Training	UBC Health & Safety Fund	UBC Appr. Training Fund	UBC Labor Mgmt. Educ. Dev. Fund
10% G.W.	16% G.W.	9% G.W.	1.55% G.W.	\$0.02/hour	\$0.02/hour	\$0.02/hour
	2004	2004				
	20% G.W.	5% G.W.				
	6/1/05	6/1/05				

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

First Year	
Pension	5% G.W.
Medical	30% G.W.
Annuity & Savings	0% G.W.
Ind. Adv./App Train.	1.55% G.W.

Second Year
 Pension 5% G.W.
 Medical 26% G.W.
 Annuity & Savings 4% G.W.
 Ind. Adv./App. Train. 1.55% G.W.

Third Year
 Pension 7% G.W.
 Medical 24% G.W.
 Annuity & Savings 4% G.W.
 Ind. Adv./App. Train. 1.55% G.W.

Fourth Year
 Pension 9% G.W.
 Medical 21% G.W.
 Annuity & Savings 5% G.W.
 Ind. Adv./App. Train. 1.55% G.W.

- Pre-Apprentices fringe benefit differences:
 d. Medical Plan - 30% of G.W. after 500 hours
 e. Pension Plan - 0%
 f. Annuity & Savings Fund - 0%

• Floor Coverer employees: The Employer agrees to contribute two (\$.02) cents per hour paid to the UBC National Floor and Wall Fund. This money shall be designated as an Employer contribution and made payable to the Carpenters' Combined Funds, Inc. to be distributed to the UBC National Floor and Wall Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) per cent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all Members. Also, on all projects, two (\$.02) cents per hour paid, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania June 1, 2003 and thirteen cents (\$.13) per hour paid effective January 1, 2004 shall be deducted from all members for the Carpenters' Advancement Program and submitted with the Fringe Benefit payments. If the employees does not wish his/her money to be contributed to the Legislative Program and Advancement funds, it will automatically revert to the Apprentice Fund.

APPENDIX IV

WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING COUNTIES: MCKEAN, VENANGO AND WARREN (ZONE IV)

Category	Date	Date	Date
	6/1/05	6/1/06	6/1/07
Journeyman	\$21.33	\$21.80	\$22.42
Foremen	\$22.33	\$22.80	\$23.42
General Foremen	\$23.33	\$23.80	\$24.42
First Year Apprentice	\$ 9.60	\$ 9.81	\$10.09
Second Year Apprentice	\$12.80	\$13.08	\$13.45
Third Year Apprentice	\$16.00	\$16.35	\$16.82
Fourth Year Apprentice	\$19.20	\$19.62	\$20.18
			\$20.74

FRINGE BENEFITS (UNLESS OTHERWISE NOTED)

*G.W. SHALL MEAN GROSS WAGES

Pension Fund	Medical Plan	Annuity & Savings Fund	Ind. Adv./Fund	Appr. Training Fund	UBC Health & Safety Fund	UBC Appr. Training Fund	UBC Labor Mgmt. Educ. Dev. Fund
10% G.W.	20% G.W.	6% G.W.	\$0.05/hour	\$25/hour	\$0.02/hour	\$0.02/hour	\$0.02/hour

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

- Apprentices fringe benefit differences:

Medical Plan - First Year 34%

Second Year 27%

Third Year 24%

Fourth Year 20% effective 6/1/05 and 21% effective 6/1/06 (fourth year apprentice only)

- Pre-Apprentices fringe benefit differences:

g. Medical Plan - 25% of G.W. after 500 hours

h. Pension Plan - 0%

i. Annuity & Savings Fund - 0%

• Floor Coverer employees: The Employer agrees to contribute two (\$.02) cents per hour paid to the UBC National Floor and Wall Fund. This money shall be designated as an Employer contribution and made payable to the Carpenters' Combined Funds, Inc. to be distributed to the UBC National Floor and Wall Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) per cent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all Members. Also, on all projects, two (\$.02) cents per hour paid, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania and thirteen cents (\$.13) per hour paid effective January 1, 2004 shall be deducted from all members for the Carpenters' Advancement Program and submitted with the Fringe Benefit payments. If the employee does not wish his/her money to be contributed to the Legislative Program and Advancement funds, it will automatically revert to the Apprentice Fund.

APPENDIX V WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING COUNTIES: ERIE (ZONE V)

Category	Date	Date	Date
Journeyman	5/1/05	5/1/06	5/1/07
Foremen	\$23.67	\$24.33	\$25.02
General Foremen	\$25.07	\$25.73	\$26.42
First Year Apprentice	\$26.37	\$27.03	\$27.72
Second Year Apprentice	\$14.79	\$15.21	\$15.64
Third Year Apprentice	\$16.57	\$17.03	\$17.51
Fourth Year Apprentice	\$18.94	\$19.46	\$20.02
	\$21.30	\$21.90	\$22.52
			\$23.14

FRINGE BENEFITS (UNLESS OTHERWISE NOTED) *G.W. SHALL MEAN GROSS WAGES

Pension Fund	Medical Plan	Annuity & Savings Fund	Appr. Training	Const. Adv.	UBC
10% G.W.	19% G.W.	8% G.W.	\$25/hour	\$13/hour	\$104/hour

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

• Apprentices fringe benefit differences:

- Pension Fund – First year and second year – 5% G.W.
Third year and fourth year – 10% G.W.
- Medical Plan – First year and second year – 27% G.W.
Third year and fourth year – 17% G.W.
- Annuity & Savings Fund – First and Second Year=5% G.W.
Third and Fourth Year= 10% G.W.

• Pre-Apprentices fringe benefit differences:

- Medical Plan – 25% of G.W. after 500 hours
- Pension Plan – 0%
- Annuity & Savings Fund – 0%

* Floor Coverer employees: The Employer agrees to contribute two (\$.02) cents per hour paid to the UBC National Floor and Wall Fund. This money shall be designated as an Employer contribution and made payable to the Carpenters' Combined Funds, Inc. to be distributed to the UBC National Floor and Wall Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) per cent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all Members. Also, on all projects, two (\$.02) cents per hour paid, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania and thirteen (\$.13) per hour paid effective January 1, 2004 shall be deducted from all members for the Carpenters' Advancement Program, and submitted with the Fringe Benefit payments. If the employee does not wish his/her money to be contributed to the Legislative Program and Advancement fund, it will automatically revert to the Apprentice Fund.

APPENDIX VI WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING COUNTIES COVERED BY LOCAL 76 HAZELTON:

Zone 1

For the Counties: Montour, Northumberland, Snyder and Union except Shamokin Dam Power Station in Snyder County, PPL Montour Steam Electric Station in Montour County and Merck Co. Inc. in Northumberland County, the wage rates are as follows:

Journeyman Carpenters

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 21.31	\$ 4.40	\$ 2.90	\$ 1.00	\$.10	\$.30	\$ 30.01
May 1, 2006	\$ 22.34	\$ 4.40	\$ 3.15	\$ 1.00	\$.10	\$.35	\$ 31.34
May 1, 2007	\$ 23.42	\$ 4.40	\$ 3.40	\$ 1.00	\$.10	\$.35	\$ 32.67

*Contributions made to the Annuity Fund are based on hours paid. All other contributions to all other Funds are based on hours worked.

Foreman

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 23.06	\$ 4.40	\$ 2.90	\$ 1.00	\$.10	\$.30	\$ 31.76
May 1, 2006	\$ 24.09	\$ 4.40	\$ 3.15	\$ 1.00	\$.10	\$.35	\$ 33.09
May 1, 2007	\$ 25.17	\$ 4.40	\$ 3.40	\$ 1.00	\$.10	\$.35	\$ 34.42

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

*Contributions made to the Annuity Fund are based on hours paid. All other contributions to all other Funds are based on hours worked.

Zone 2

For the Counties and those parts of Counties: Columbia, Schuylkill, the lower part of Luzerne County, in Carbon County it would include Banks, Lausanne, Lehigh, Packer, Kidder Townships and that part of Penn Forest Township north of Route 903, Shamokin Dam Power Station in Snyder County, PPL Montour Steam Station in Montour County and Merck Co. Inc. in Northumberland County. The Wage Rates are as follows:

Journeyman Carpenters

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 21.96	\$ 4.40	\$ 2.90	\$ 1.00	\$.10	\$.30	\$ 30.66
May 1, 2006	\$ 22.66	\$ 4.40	\$ 3.15	\$ 1.00	\$.10	\$.35	\$ 31.66
May 1, 2007	\$ 23.41	\$ 4.40	\$ 3.40	\$ 1.00	\$.10	\$.35	\$ 32.66

*Contributions made to the Annuity Fund are based on hours paid. All other contributions to all other Funds are based on hours worked.

Foreman

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 23.71	\$ 4.40	\$ 2.90	\$ 1.00	\$.10	\$.30	\$ 32.41
May 1, 2006	\$ 24.41	\$ 4.40	\$ 3.15	\$ 1.00	\$.10	\$.35	\$ 33.41
May 1, 2007	\$ 25.16	\$ 4.40	\$ 3.40	\$ 1.00	\$.10	\$.35	\$ 34.41

*Contributions made to the Annuity Fund are based on hours paid. All other contributions to all other Funds are based on hours worked.

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

FOR ZONES 1 AND 2

The Employer agrees to contribute two cents (\$.02) per hour worked to the UBC International Apprentice Fund. This money shall be designated as an Employer contribution and made payable to the Carpenters' Combined Funds to be distributed to the UBC International Apprentice Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following fringe benefit payments, three (3%) per cent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all Members. Also, on all projects, two (\$.02) cents per hour paid, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania and ten (\$.10) cents per hour paid for the Carpenter's Advancement Program and submitted with the Fringe Benefit Payments. If the employee does not wish his/her money to be contributed to the Legislative Program and Advancement Funds, it will automatically revert to the Apprentice Fund.

Deferred Savings Program: Employers shall also deduct fifty cents (\$.50) per hour worked from the Carpenter wages of all journeyman and apprentices. Such deductions shall be made after all taxes due have been withheld on such deducted sums.

The Apprentice Program shall be a 4 year program, with the starting wage to be 45% of the journeyman's base wage and 50% of the Pension and Annuity contributions for the first two years. All Apprentices will receive full Health and Welfare contributions from their starting date.

Carpenter Apprentices shall be paid a percentage of the rates effective in the jurisdiction of the Union in which the work is being done on the following basis:

1st YEAR - 1st 6 months	45% of Journeyman's Rate
1st YEAR - 2nd 6 months	50% of Journeyman's Rate
2nd YEAR - 1st 6 months	55% of Journeyman's Rate
2nd YEAR - 2nd 6 months	60% of Journeyman's Rate
3rd YEAR - 1st 6 months	65% of Journeyman's Rate
3rd YEAR - 2nd 6 months	75% of Journeyman's Rate
4th YEAR - 1st 6 months	90% of Journeyman's Rate
4th YEAR - 2nd 6 months	95% of Journeyman's Rate

APPENDIX VII
WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING
AREAS COVERED BY LOCAL 191 YORK NOW REFERRED TO AS
LOCAL 214 - LEBANON PA:

York County, except Harrisburg State Airport and the Defense
Distribution Center located in New Cumberland, York County.

Journeyman Carpenters

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 21.54	\$ 4.40	\$ 2.90	\$ 1.00	.10	\$.30	\$ 30.24
May 1, 2006	\$ 22.24	\$ 4.40	\$ 3.15	\$ 1.00	.10	\$.35	\$ 31.24
May 1, 2007	\$ 22.99	\$ 4.40	\$ 3.40	\$ 1.00	.10	\$.35	\$ 32.24

Foreman

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 24.26	\$ 4.40	\$ 2.90	\$ 1.00	.10	\$.30	\$ 32.96
May 1, 2006	\$ 25.03	\$ 4.40	\$ 3.15	\$ 1.00	.10	\$.35	\$ 34.03
May 1, 2007	\$ 25.86	\$ 4.40	\$ 3.40	\$ 1.00	.10	\$.35	\$ 35.11

General Foreman

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 26.71	\$ 4.40	\$ 2.90	\$ 1.00	.10	\$.30	\$ 35.41
May 1, 2006	\$ 27.54	\$ 4.40	\$ 3.15	\$ 1.00	.10	\$.35	\$ 36.54
May 1, 2007	\$ 28.45	\$ 4.40	\$ 3.40	\$ 1.00	.10	\$.35	\$ 37.70

All medical cost increases passed by the Board of Trustees of the Greater
Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08
shall be split equally between the employer and employee.

*Contributions made to the Annuity Fund are based on hours paid. All
other contributions to all other Funds are based on hours worked.

The Employer agrees to contribute two cents (\$.02) per hour worked to the
UBC International Apprentice Fund. This money shall be designated as an
Employer contribution and made payable to the Carpenters' Combined Funds to
be distributed to the UBC International Apprentice Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) per cent of Gross Wages,
or the authorized amount, shall be deducted as Working Dues and submitted
with the Fringe Benefit Payments on all Members. Also, on all projects, two
(\$.02) cents per hour paid, or the authorized amount, shall be deducted from all
members for the Carpenters' Legislative Program of Greater Pennsylvania and sub-
mitted with the Fringe Benefit Payments. If the employee does not wish his/her
money to be contributed to the Legislative Program and Advancement Funds, it
will automatically revert to the Apprentice Fund.

Deferred Savings Program: Employers shall also deduct \$1.00 per hour
worked from the Carpenter of all journeyman and apprentices. Such deductions
shall be made after all taxes due have been withheld on such deducted sums, and
transmitted in a separate check to the YAC Federal Credit Union.

The Apprentice Program shall be a 4 year program, with the starting wage
to be 45% of the journeyman's base wage and 50% of the Pension and Annuity
contributions for the first two years. All Apprentices will receive full Health and
Welfare contributions from their starting date.

Carpenter Apprentices shall be paid a percentage of the rates effective in the
jurisdiction of the Union in which the work is being done on the following basis:

1st YEAR - 1st 6 months	45% of Journeyman's Rate
1st YEAR - 2nd 6 months	50% of Journeyman's Rate
2nd YEAR - 1st 6 months	55% of Journeyman's Rate
2nd YEAR - 2nd 6 months	60% of Journeyman's Rate
3rd YEAR - 1st 6 months	65% of Journeyman's Rate
3rd YEAR - 2nd 6 months	75% of Journeyman's Rate
4th YEAR - 1st 6 months	90% of Journeyman's Rate
4th YEAR - 2nd 6 months	95% of Journeyman's Rate

APPENDIX VIII **WAGE RATES AND FRINGE BENEFITS FOR LOCAL 261 NOW** **REFERRED TO AS LOCAL 645 NORTH EAST, COVERING THE** **FOLLOWING COUNTIES:**

Local 261 (Scranton) includes All Lackawanna County, all of Monroe County, all of Pike County, all of Susquehanna County, all of Wayne County, Northampton County-those areas East of Route 33 and North of Route 512, that portion of Wyoming County bordered by the Susquehanna River and includes Falls, Tunkhannock, Mehoopany, Meshoppen, Overfield, Clinton, Nicholson, Lemon and Washington.

Journeyman Carpenters

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 22.86	\$ 4.48	\$ 2.18	\$ 1.12	\$.15	\$.20	\$ 30.99
May 1, 2006	\$ 23.56	\$ 4.68	\$ 2.18	\$ 1.12	\$.15	\$.20	\$ 31.89
May 1, 2007	\$ 24.31	\$ 4.88	\$ 2.18	\$ 1.12	\$.15	\$.20	\$ 32.84

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

*Contributions made to the Annuity Fund are based on hours paid. All other contributions to all other funds are based on hours worked. Please note that the 9th and 10th hour is paid at time and one half. The 11th hour or more is paid at double time.

The Employer agrees to contribute two cents (\$.02) per hour worked to the UBC International Apprenticeship Fund, two cents (\$.02) per hour worked to the UBC Health and Safety Fund, one cent (\$.01) per hour worked to the UBC Labor Management Education Development Fund and one cent (\$.01) to WPRDCC/MBA Labor Management Cooperation Trust Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) percent of Gross Wages, or the authorized amount shall be deducted as working dues and submitted with the fringe benefit payments on all members. Also, on all projects, two (\$.02) cents per hour worked or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania and ten (\$.10) cents per hour worked shall be deducted for the Carpenters' Advancement Program, and submitted with the fringe benefit payments. If the employee does

not wish his/her money to be contributed to the Legislative Program and Advancement funds, it will automatically revert to the Apprenticeship Fund.

COMPOSITE CREWS:

Carpenters employed in a composite crew which consists of workers of other crafts doing identical work shall receive the highest rate of pay which is paid to any other craft in the crew. The Council representatives and the Employers shall determine the makeup of the composite crew.

ADDITIONAL INFORMATION

GENERAL FOREMAN: Carpenters and Millwrights - 25% or more over the Journeyman's rate and guaranteed 40 hours pay weekly.

FOREMAN: Carpenters and Millwrights - 15% over the Journeyman's rate and guaranteed 40 hours pay weekly.

APPRENTICESHIP AND RATES

A. The Ratio of Apprentices:

One (1) Apprentice to the first (1st) Journeyman employed (including Job Foreman). A second (2nd) apprentice with the second (2nd) and third (3rd) Journeyman employed. ONE (1) additional Apprentice may be placed with each three (3) additional Journeyman employed.

B. Apprentice Rates:

Carpenter Apprentices shall be paid a percentage of the rates effective in the jurisdiction of the Union in which the work is being done on the following basis:

1st YEAR - 1st 6 months	45% of Journeyman's Rate
1st YEAR - 2nd 6 months	50% of Journeyman's Rate
2nd YEAR - 1st 6 months	55% of Journeyman's Rate
2nd YEAR - 2nd 6 months	60% of Journeyman's Rate
3rd YEAR - 1st 6 months	65% of Journeyman's Rate
3rd YEAR - 2nd 6 months	75% of Journeyman's Rate
4th YEAR - 1st 6 months	90% of Journeyman's Rate
4th YEAR - 2nd 6 months	95% of Journeyman's Rate

C. The Apprenticeship Program shall be a four (4) year program with the starting wage to be 45% of the Journeyman's base rate and 50% of the Annuity and Savings Fund and Pension Fund for the 1st two (2) years. ALL Apprentices will receive the Medical Plan (Health & Welfare) from their starting date.

APPENDIX IX
WAGE RATES AND FRINGE BENEFITS FOR LOCAL 287 NOW
REFERRED TO AS LOCAL 214 HARRISBURG COVERING THE
FOLLOWING COUNTIES:

Adams, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Perry, and
Defense Distribution Center in New Cumberland and Harrisburg State
Airport in York County.

Journeyman Carpenters

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 21.21	\$ 4.40	\$ 2.90	\$ 1.75	\$.10	\$.30	\$ 30.66
May 1, 2006	\$ 21.91	\$ 4.40	\$ 3.15	\$ 1.75	\$.10	\$.35	\$ 31.66
May 1, 2007	\$ 22.66	\$ 4.40	\$ 3.40	\$ 1.75	\$.10	\$.35	\$ 32.66

All medical cost increases passed by the Board of Trustees of the Greater
Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08
shall be split equally between the employer and employee.

*Contributions made to the Annuity Fund are based on hours paid. All other
contributions to all other Funds are based on hours worked.

Foreman

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 22.96	\$ 4.40	\$ 2.90	\$ 1.75	\$.10	\$.30	\$ 32.41
May 1, 2006	\$ 23.66	\$ 4.40	\$ 3.15	\$ 1.75	\$.10	\$.35	\$ 33.41
May 1, 2007	\$ 24.41	\$ 4.40	\$ 3.40	\$ 1.75	\$.10	\$.35	\$ 34.41

All medical cost increased passed by the Board of Trustees of the Greater
Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08
shall be split equally between the employer and employee.

*Contributions made to the Annuity Fund are based on hours paid. All
other contributions to all other Funds are based on hours worked.

The employer agrees to contribute two cents (\$.02) per hour worked to the
UBC International Apprentice Fund. This money shall be designated as an
Employer contribution and made payable to the Carpenters' Combined Funds to
be distributed to the UBC International Apprentice Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) per cent of Gross Wages,
or the authorized amount, shall be deducted as Working Dues and submitted
with the Fringe Benefit Payments on all Members. Also, on all projects, two
(\$.02) cents per hour paid, or the authorized amount, shall be deducted from all
members for the Carpenters' Legislative Program of Greater Pennsylvania and
ten (\$.10) cents per hour paid for the Carpenter's Advancement Program and sub-
mitted with the Fringe Benefit Payments. If the employee does not wish his/her
money to be contributed to the Legislative Program and Advancement Funds, it
will automatically revert to the Apprentice Fund.

Deferred Savings Program: Employers shall deduct fifty cents (\$.50) per
hour worked from the Carpenter wages of all Journeyman and Apprentices
employed under this Agreement.

The Apprentice Program shall be a 4 year program, with the starting wage
to be 45% of the journeyman's base wage and 50% of the Pension and Annuity
contributions for the first two years. All Apprentices will receive full Health and
Welfare contributions from their starting date.

Carpenter Apprentices shall be paid a percentage of the rates effective in the
jurisdiction of the Union in which the work is being done on the following basis:

1st YEAR - 1st 6 months	45% of Journeyman's Rate
1st YEAR - 2nd 6 months	50% of Journeyman's Rate
2nd YEAR - 1st 6 months	55% of Journeyman's Rate
2nd YEAR - 2nd 6 months	60% of Journeyman's Rate
3rd YEAR - 1st 6 months	65% of Journeyman's Rate
3rd YEAR - 2nd 6 months	75% of Journeyman's Rate
4th YEAR - 1st 6 months	90% of Journeyman's Rate
4th YEAR - 2nd 6 months	95% of Journeyman's Rate

APPENDIX X

WAGE RATES AND FRINGE BENEFITS FOR LOCAL 492 NOW REFERRED TO AS LOCAL UNION 214 COVERING THE FOLLOWING COUNTIES:

BERKS COUNTY

Journeyman Effective Date	Hourly Rate	Pension Fund	Medical Fund & Savings Fund	Industry Annuity Fund	Appr. Fund	UBC Appr. Fund	Total Package Fund
5/1/05	\$ 21.35	\$ 2.40	\$ 4.85	\$ 1.40	\$.18	\$.30	\$.02 \$ 30.50
5/1/06	\$ 22.25	\$ 2.40	\$ 4.85	\$ 1.40	\$.18	\$.35	\$.02 \$ 31.45
5/1/07	\$ 23.20	\$ 2.40	\$ 4.85	\$ 1.40	\$.18	\$.35	\$.02 \$ 32.40

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

The foreman rate shall \$1.75 above the Journeyman rate.

All fringe benefit payments are based on hours worked.

EMPLOYEE DEDUCTIONS:

In addition to the Fringe Benefits Payments listed, three (3%) percent of Gross Wages, or the authorized amount, shall be deducted as Working Dues; two (\$.02) cents per hour shall be deducted for the Carpenters' Legislative Program of Greater Pennsylvania, and \$.08 cents per hour worked for the Carpenters' Advancement Fund Program from the wages of employees and submitted with the Fringe Benefit Payments on all members, said money to be designated as an employee deduction. If the employee does not sign a card authorizing the \$.02 cents per hour deduction from his pay to the Carpenters' Legislative Program, and the eight cents per hour to the Carpenters' Advancement Fund, said money shall be paid into the Carpenters' Joint Apprentice Training Program.

APPRENTICE WAGE PACKAGE

The Apprentice Program shall be a 4 year program, with the starting wage to be 45% of the journeyman's base wage and 50% of the Pension and Annuity contributions for the first two years. All Apprentices will receive full Health and Welfare contributions from their starting date.

Carpenter Apprentices shall be paid a percentage of the rates effective in the jurisdiction of the Union in which the work is being done on the following basis:

1st YEAR - 1st 6 months	45% of Journeyman's Rate
1st YEAR - 2nd 6 months	50% of Journeyman's Rate
2nd YEAR - 1st 6 months	55% of Journeyman's Rate
2nd YEAR - 2nd 6 months	60% of Journeyman's Rate
3rd YEAR - 1st 6 months	65% of Journeyman's Rate
3rd YEAR - 2nd 6 months	75% of Journeyman's Rate
4th YEAR - 1st 6 months	90% of Journeyman's Rate
4th YEAR - 2nd 6 months	95% of Journeyman's Rate

Appendix XI

WAGE RATES AND FRINGE BENEFITS FOR THE FOLLOWING COUNTIES COVERED BY LOCAL 514 WILKES BARRE NOW REFERRED TO AS LOCAL UNION 645 NORTH EAST:

Zone 1

Luzerne includes all areas except Black Creek, Butler, Dennison, Foster, Hazle, Hollenback, Nescopek, Sugarloaf, and lower parts of Salem Township; Wyoming - includes all areas west of Susquehanna River; Sullivan - Red Rock Air Base.

Journeyman Carpenters

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 21.60	\$ 4.48	\$ 2.90	\$ 1.60	\$.15	\$.20	\$ 30.93
May 1, 2006	\$ 22.10	\$ 4.68	\$ 3.15	\$ 1.55	\$.15	\$.20	\$ 31.83
May 1, 2007	\$ 22.65	\$ 4.88	\$ 3.40	\$ 1.50	\$.15	\$.20	\$ 32.78

Foreman

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 24.30	\$ 4.48	\$ 2.90	\$ 1.60	\$.15	\$.20	\$ 33.63
May 1, 2006	\$ 24.86	\$ 4.68	\$ 3.15	\$ 1.55	\$.15	\$.20	\$ 34.59
May 1, 2007	\$ 25.48	\$ 4.88	\$ 3.40	\$ 1.50	\$.15	\$.20	\$ 35.61

All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

*Contributions made to the Annuity Fund are based on hours paid. All other contributions to all other Funds are based on hours worked.

The Employer agrees to contribute two cents (\$.02) per hour worked to the UBC International Apprenticeship Fund, two cents (\$.02) per hour worked to the UBC Health and Safety Fund, one cent (\$.01) per hour worked to the UBC Labor Management Education Development Fund and one cent (\$.01) to WPRDCC/MBA Labor Management Cooperation Trust Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) percent of gross wages, or the authorized amount shall be deducted as working dues and submitted with the fringe benefit payments on all members. Also, on all projects, two (\$.02) cents per hour worked, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania and ten (\$.10) cents per hour worked shall be deducted for the Carpenters' Advancement Program, and submitted with the fringe benefit payments. If the employee does not wish his/her money to be contributed to the Legislative Program and Advancement funds, it will automatically revert to the Apprenticeship Fund.

APPRENTICESHIP AND RATES

A. The Ratio of Apprentices:

ONE (1) Apprentice to the first (1st) Journeyman employed (including Job Foreman). A second (2nd) Apprentice with the second (2nd) and third (3rd) Journeyman employed. ONE (1) additional Apprentice may be placed with each three (3) additional Journeymen employed.

B. Apprentice Rates:

Carpenter Apprentices shall be paid a percentage of the rates effective in the jurisdiction of the Union in which the work is being done on the following basis:

1st YEAR - 1st 6 Months	45% of Journeyman's Rate
1st YEAR - 2nd 6 Months	50% of Journeyman's Rate
2nd YEAR - 1st 6 Months	55% of Journeyman's Rate
2nd YEAR - 2nd 6 Months	60% of Journeyman's Rate
3rd YEAR - 1st 6 Months	65% of Journeyman's Rate
3rd YEAR - 2nd 6 Months	75% of Journeyman's Rate
4th YEAR - 1st 6 Months	90% of Journeyman's Rate
4th YEAR - 2nd 6 Months	95% of Journeyman's Rate

C. The Apprenticeship Program shall be a four (4) year program with the starting wage to be 45% of the Journeyman's base rate and 50% of the Annuity and Savings Fund and Pension Fund for the first two (2) years. ALL Apprentices will receive the Medical Plan (Health & Welfare) from their starting date.

Zone 2
For the following Counties: Bradford, Lycoming, Sullivan and
Tioga except Red Rock Air Base.

Journeyman Carpenters

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 19.84	\$ 4.48	\$ 2.90	\$ 1.50	\$.10	\$.20	\$ 29.02
May 1, 2006	\$ 20.39	\$ 4.68	\$ 3.15	\$ 1.50	\$.10	\$.20	\$ 30.02
May 1, 2007	\$ 20.94	\$ 4.88	\$ 3.40	\$ 1.50	\$.10	\$.20	\$ 31.02

Foreman

Effective Date	Base Wage	H&W	Pension	Annuity*	I.F.	Appr.	Total
May 1, 2005	\$ 21.59	\$ 4.48	\$ 2.90	\$ 1.50	\$.10	\$.20	\$ 30.77
May 1, 2006	\$ 22.14	\$ 4.68	\$ 3.15	\$ 1.50	\$.10	\$.20	\$ 31.77
May 1, 2007	\$ 22.69	\$ 4.88	\$ 3.40	\$ 1.50	\$.10	\$.20	\$ 32.77

*All medical cost increases passed by the Board of Trustees of the Greater Pennsylvania Carpenters' Medical Plan, or its successors or assigns, after 6/1/08 shall be split equally between the employer and employee.

*Contributions made to the annuity Fund are based on hours paid. All other contributions to all other Funds are based on hours worked.

The Employer agrees to contribute two (\$.02) cents per hour to the UBC International Apprenticeship Fund. This money shall be designated as an employer contribution and made payable to the Carpenters' Combined funds to be distributed to the UBC International Apprenticeship Fund.

EMPLOYEE DEDUCTIONS:

In addition to the following payments, three (3%) percent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all Members. Also, on all projects, two (\$.02) cents per hour worked, or the authorized amount, shall be deducted from all members for the Carpenters' Legislative Program of Greater Pennsylvania and ten (\$.10) cents per hour worked for the Carpenter's Advancement Program and submitted with the Fringe Benefit Payments. If the employee does not wish his/her money to be contributed to the Legislative Program and Advancement Funds, it will automatically revert to the Apprenticeship Fund.

The Apprenticeship Program shall be a 4 year program, with the starting wage to be 45% of the journeyman's base wage and 50% of the Pension and Annuity contributions for the first two years. All Apprentices will receive full Health and Welfare contributions from their starting date.

ADDENDUM "A"
Covering Floor Coverers & Decorators
Local Union 1759

For a contractor electing to execute this Floor Coverers & Decorators Addendum "A" only, the following provisions shall apply, in addition to those as set forth in the main agreement. In cases where this Addendum and the main agreement differ, the terms of this Addendum shall apply.

Section 1. There shall be no restriction of the use of any safety approved machinery or tools when furnished by the Employer. The following tools will be supplied by the contractors: All power tools (activated); all welding tools for seam welded floors; power stretchers; tile cutter; and propane gas.

Section 2. The unloading, handling and distribution of materials installed by Floor Coverers shall be performed by the Floor Coverers. All materials, regardless of packaging, shall be unloaded, distributed and installed by the Floor Coverers.

The unloading, distribution by hand and/or rigging of all materials installed by the Floor Coverers shall be performed by the Floor Coverers including all tools and accessories needed for the performance of such work.

Section 3. Resilient Floor Jurisdiction - Resilient floors, consisting of and including the laying of all cork, linoleum, asphalt, mastic, plastic, Fritz tile, rubber tile laid in with linopaste, glue, mastic or substitute materials is under the jurisdiction of the Floor Coverers & Decorators Local Union 1759, an affiliate of the Greater Pennsylvania Regional Council of Carpenters.

All wood flooring, whether nailed or laid in mastic is the work of the Floor Coverer. All necessary preparatory work including the scraping, filling of holes, nailing, laying of paper or other underlayments are the work of the Floor Coverer. The wood floors, either by hand or power machine is the work of the Floor Coverers.

Section 4. All carpeting and carpet pad, whether stretch and glued down will be the work of the Floor Coverer & Decorators Local Union 1759.

Section 5. All window treatments and rods will be the work of the Floor Coverers & Decorators Local Union 1759.

Sixty County Independent Contract 20 06 - 2010

Executed on this 28th day of Aug 20 06EMPLOYER: PennTex Construction Services
Company NameCheck: Corporation ☒ Partnership ☐ Sole Proprietorship ☐Joint Venture ☐Signature John ClarkPlease Print Name John ClarkTitle PresidentWitness Shelly PattersonList Names/Titles of Other Officers/Owners John ClarkPresident, Robert Black Vice PresidentAddress 110 W MahoningCity Pennsylvanian State PA Zip 15267Phone Number (814) 938-8990 Fax (814) 938-8992Federal Identification Number 22-3904164Workers' Comp. Insurance Carrier No. 05312179

Unemployment Comp. Acct. No. _____

UNION:

GREATER PENNSYLVANIA

REGIONAL COUNCIL OF CARPENTERS

495 Mansfield Avenue

Pittsburgh, PA 15205

Phone: (412) 922-6200

Signature Michael DingeyPrint Name Michael DingeyTitle Contract RepWitness Steven M SchuycapDate 9-11-06

35 UNION COPY

Sixty County Independent Contract 20 06 - 2010

Executed on this 28th day of Aug 20 06EMPLOYER: PennTex Construction Services
Company NameCheck: Corporation ☒ Partnership ☐ Sole Proprietorship ☐Joint Venture ☐Signature Robert BlackPlease Print Name Robert BlackTitle OwnerWitness Shelly PattersonList Names/Titles of Other Officers/Owners John ClarkPresident, Robert Black Vice PresidentAddress 110 W MahoningCity Pennsylvanian State PA Zip 15267Phone Number (814) 938-8990 Fax (814) 938-8992Federal Identification Number 22-3904164Workers' Comp. Insurance Carrier No. 05312179

Unemployment Comp. Acct. No. _____

UNION:

GREATER PENNSYLVANIA

REGIONAL COUNCIL OF CARPENTERS

495 Mansfield Avenue

Pittsburgh, PA 15205

Phone: (412) 922-6200

Signature Michael DingeyPrint Name Michael DingeyTitle Contract RepWitness Steven M SchuycapDate 9-11-06

Extra Copy Made 33

Funds ☒ Orig ListLogged ☒ DC List

CONTRACTOR'S COPY



**CARPENTER'S
CONTRIBUTION REMITTANCE REPORT**

ACCOUNT ADMINISTRATOR

**SETTLEMENT
SHEET**
CARPENTERS COMBINED FUNDS, INC.

650 RIDGE ROAD - SUITE 300

PITTSBURGH, PA 15205

TELEPHONE: (412) 922-6330

NOTE: OUTSIDE ALLEGHENY COUNTY CALL TOLL FREE: 800-242-2538

CONTRACT NUMBER: 20300

CONTRACT NAME: INDEPENDENT KEYSTONE ALL EMPLOYEES EXCEPT APPREN

WEEK OR PERIOD ENDING:

12/31

YR

2006

 PLEASE CHECK BOX IF ☐ NO LONGER IN THIS AREA

☐ NO WORK UNDER THIS CONTRACT

PLEASE USE THIS NUMBER IN ALL CORRESPONDENCE

SUBMIT PROMPTLY TO AVOID LATE CHARGES

↓ ENTER CHANGE OF ADDRESS BELOW ↓

PENN TEX CONSTRUCTION SERVICES

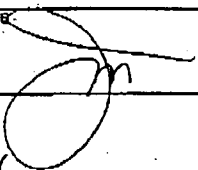
PUNCSUTAWNEY, PA. 15767

110 W. MAHONING

Not Checked

JOB LOCATION: CEN/CLARE

 EMPLOYER'S
TELEPHONE NO. 814-8368990

TOTAL NO. EMPLOYEES	TOTAL GROSS WAGES	TOTAL NO. HRS PAID	TOTAL HOURS WORKED		
3	10,760.10	465.00	465.00		
NOTICE		ACCOUNT FUNDS	RATE	CONTRIBUTIONS FOR EACH FUND	
Payments must be received no later than 30 days following the month for which the report has been made. IN SOME CASES, EARLIER PAYMENT WILL BE REQUIRED. WE CERTIFY THIS REPORT TO BE TRUE AND CORRECT AND HEREBY ACCEPT AND AGREE TO ABIDE BY THE TERMS AND PROVISIONS SET FORTH IN THE AGREEMENT AND DECLARATIONS OF TRUST. SUBMISSION OF THIS REPORT ALSO CONSTITUTES ACCEPTANCE OF THE COLLECTIVE BARGINING AGREEMENT IN EFFECT WITH THE GREATER PENNSYLVANIA REGIONAL COUNCIL OF CARPENTERS. AUTHORIZED SIGNATURE:  PRINT NAME: JIM MALLOY TITLE: CCF DATE PREPARED: 01/17/07		ADMINISTRATIVE OFFICE USE ONLY			
		1G WELFARE	20.0000%	2,152.02	
		1G PENSION	10.0000%	1,076.01	
		3G SAVINGS	5.0000%	538.01	
		16G APPRENTICE	0.9300%	100.07	
		4G DUES	3.0000%	322.80	
		17G INDUSTRY	\$0.0062	66.71	
		3W LEGIS/APPR	\$0.0200	9.30	
		1W UBC H & S	\$0.0200	9.30	
		1W UBC APPR	\$0.0200	9.30	
		6W UBC L/M	\$0.0200	9.30	
		1W C.A.F.P.	\$0.1300	60.45	
		39.550% OF GROSS WAGES \$ 0.210 OF HOURS WORKED \$ - OF HOURS PAID		TOTAL AMOUNT DUE	
		CARPENTERS' CONTRIBUTION ACCOUNT			4,353.27

 PLEASE ENCLOSE
 THE ORIGINAL SETTLEMENT SHEET
 AND
 EMPLOYEE LISTING
 KEEP THE COPY FOR YOUR RECORDS

 AND
 PAYMENT TO:

 CARPENTERS' CONTRIBUTION ACCOUNT
 PNC BANK • PO BOX 640879
 PITTSBURGH, PA 15264-0879

CARPENTERS' CONTRIBUTION ACCOUNT

7017.59

CONTINUATION SHEET

CONTRIBUTION REMITTANCE REPORT

ADMINISTRATOR

PAGE

1

OF

1

EMPLOYER NAME: PENN TEX CONSTRUCTION SERVICES

WEEK OR PERIOD ENDING:

12/31

YEAR 2006

SOCIAL SECURITY NUMBER	EMPLOYEE NAME (LAST NAME, FIRST NAME, INIT.)	LOCAL UNION	GROSS WAGES	HOURS WORKED	HOURS PAID	WORKING DUES (IF NOT EQUAL TO 3% OF GROSS WAGE)	CREDIT UNION (IF APPLICABLE)
1 203-40-3753	#N/A J. SHIREY	#N/A	1,851.20	80.00	80.00		
2 198-48-4235	#N/A D. Malmgren	#N/A	4,003.22	173.00	173.00		
3 194-46-4272	#N/A R. ONCEA	#N/A	4,905.68	212.00	212.00		
4							
5							
6							
7							
8							
9							
10							
11 23.14	J. SHIREY OWED 80 hrs pay per M. Dingey						\$1851.20
12 23.14	R. ONCEA OWED 83 hrs pay per M. Dingey						\$1920.62
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
PAGE TOTALS ▶		3	10,760.10	465.00	465.00	-	-

CONTRIBUTION REMITTANCE REPORT

CONTINUATION SHEET

PAGE

1

OF

1

ADMINISTRATOR

EMPLOYER NAME: PENN TEX CONSTRUCTION SERVICES

WEEK OR PERIOD ENDING:

12/31

YEAR

2006

SOCIAL SECURITY NUMBER	EMPLOYEE NAME (LAST NAME, FIRST NAME, INIT.)	LOCAL UNION	GROSS WAGES	HOURS WORKED	HOURS PAID	WORKING DUES (IF NOT EQUAL TO 3% OF GROSS WAGE)	CREDIT UNION (IF APPLICABLE)
1 181-58-5873	#N/A L. SHIREY	#N/A	6,574.36	305.50	305.50		
2							
3							
4							
5							
6 21.52	L. SHIREY OWED 76 HRS pay per M. DINGEY \$1635.52						
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
PAGE TOTALS ►		TOTAL NUMBER OF EMPLOYEES REPORTING	1	TOTALS	6,574.36	305.50	305.50

FILE COPY

TUCKER ARENSBERG
Attorneys

Kenneth W. Lee
klee@tuckerlaw.com

March 14, 2007

**VIA FIRST CLASS MAIL AND EXPRESS MAIL, CERTIFIED,
RETURN RECEIPT REQUESTED NO. EI747001966US**

EI747001966US

Cen-Clear Child Services, Inc.
1633 Phillipsburg Bigler Highway
Rt. 322E
Phillipsburg, PA 16866

**Re: Property: 1633 Phillipsburg Bigler Highway
Rt. 322E
Decatur Township, County of Clearfield, Pennsylvania**

Contractor: Penntex Construction Services

**Our Client: Carpenters Combined Funds, Inc.
Our File No.: 010342 - 131000**

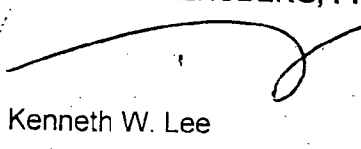
To Whom It May Concern:

We represent **Carpenters Combined Funds, Inc.** Enclosed on behalf of our client is the original Formal Notice of Subcontractor To Owner Of Intention To File Mechanics' Lien. Please be advised that if our client is not paid the amount due and owing within thirty (30) days of the receipt hereof that we will cause a Mechanics' Lien to be asserted against the subject premises.

In the meantime, should you have any questions, please contact me.

Very truly yours,

TUCKER ARENSBERG, P.C.


Kenneth W. Lee

KWL/dth
Enclosure
93119.1



POST OFFICE TO ADDRESSEE

EI747001966US

ORIGIN (POSTAL USE ONLY)

PO ZIP Code	Day of Delivery	Flat Rate Envelope
-------------	-----------------	--------------------

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cen-Clear Child Services, Inc.
1633 Phillipsburg Bigler
Highway
Rt. 322E
Phillipsburg, PA 16866

2. Article Number

(Transfer from service label)

EI747001966US

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Kitty Kane* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

Kitty Kane

C. Date of Delivery

3-15-07

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☒ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SEE SIDE FOR

WARRANTY AND
COVERAGE LIMITS

Delivery to be made without obtaining signature of addressee (article can be left in secure location) and I authorize that of delivery.

Customer Signature

PHONE

*Child Services, Inc.
Phillipsburg Bigler Highway*

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Harrisburg PA 17108

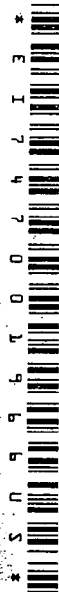
Phillipsburg PA 16866

FOR PICKUP OR TRACKING CALL 1-800-222-1811



Label 11-B October 1995

Customer Copy



**FORMAL NOTICE OF SUBCONTRACTOR TO OWNER
OF INTENTION TO FILE MECHANICS' LIEN**

IMPORTANT NOTICE

TO: Cen-Clear Child Services, Inc.
1633 Phillipsburg Bigler Highway
Rt. 322E
Phillipsburg, PA 16866

You are hereby notified that, in accordance with Section 1501 of the Pennsylvania Mechanics' Lien Law of 1963, 49 P.S. §1501, that the Carpenters Combined Funds, Inc., (hereinafter "Claimant"), intends to file a claim against the following described property:

1633 Phillipsburg Bigler Highway
Rt. 322E
Decatur Township
County of Clearfield, Pennsylvania, 16866

Being that property now or formerly of Cen-Clear Child Services, Inc., as more fully described in the Deed dated May 28, 1998, and April 30, 1999, recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Deed Book Volume 1937, page 18-22, and at Instrument No. 19907241, and designated as Parcel No. 112-P11-000-234 and Parcel No. 112-P11-000-255.

The claim will be filed in the amount of \$7,017.59, with interest penalties, attorneys' fees and costs calculated in accordance with the Pennsylvania Prompt Payment Act, 73 P.S. § 501 et seq., which is the remaining balance due for the furnishing of labor to install ceiling and drywall material, incorporated into or utilized for the improvement on the premises described herein.

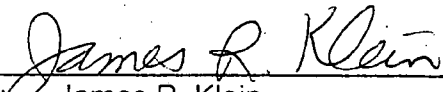
The work performed and materials or equipment provided by Claimants were pursuant to a written Collective Bargaining Agreement dated September 11, 2006, between Claimants and Penntex Construction Services.

The labor, material and/or equipment were used for alterations or repairs, or erection and construction of an improvement on the property previously described of which you are the Owner as that term is defined under the Pennsylvania Mechanics' Lien Law of 1963, 49 P.S. §1101, et seq.

The work described in this Notice was completed on December 27, 2006.

Unless the amount due is paid Claimant within thirty (30) days after this Formal Notice has been served upon you, a claim for mechanics' lien will be filed against the Property for the amount due with interest.

CARPENTERS COMBINED FUNDS, INC.

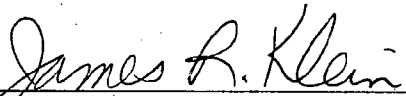

Name: James R. Klein
Title: Administrator

Attorneys for Claimant:

Kenneth W. Lee, Esquire
Tucker Arensberg, P.C.
111 North Front Street
P.O. Box 889
Harrisburg, PA 17108-0889
Telephone: 717-234-4121
Facsimile: 717-232-6802
Email: klee@tuckerlaw.com

VERIFICATION

AND NOW, comes **James R. Klein**, on behalf of the Carpenters Combined Funds, Inc., and verifies that the facts contained in the foregoing **FORMAL NOTICE OF SUBCONTRACTOR TO OWNER OF INTENTION TO FILE MECHANICS' LIEN** are true and correct to the best of his knowledge, information and belief and that **James R. Klein**, as Administrator, is authorized to execute this Verification on behalf of the Carpenters Combined Funds, Inc. This Verification is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities, which provides for criminal penalties if a person with intent to mislead makes a written false statement which he does not believe to be true.

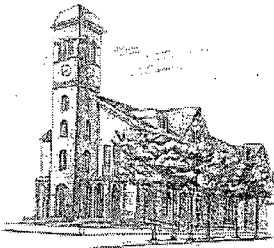

James R. Klein

Dated:

FILED

APR 23 2007

William A. Shaw
Prothonotary/Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

December 15, 2009

Superior Court of Pennsylvania
Office of the Prothonotary
600 Grant Building
Pittsburgh, PA 15219

RE: Carpenters Combined Funds, Inc.

vs

Cen-Clear Child Services, Inc.
No. 07-630-CD
Superior Court No. 1779 WDA 2009

Dear Prothonotary:

Enclosed you will find the above referenced complete record appealed to your office.

Sincerely,

William A. Shaw
Prothonotary

FILED
DEC 15 2009
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE AND TRANSMITTAL OF RECORD UNDER PENNSYLVANIA
RULE OF APPELLATE PROCEDURE 1931(c)

To the Prothonotary of the Appellate Court to which the within matter has been appealed:

THE UNDERSIGNED, Clerk (or Prothonotary) of the Court of Common Pleas of Clearfield County, the said Court being a court of record, does hereby certify that annexed hereto is a true and correct copy of the whole and entire record, including an opinion of the Court as required by Pa. R.A.P. 1925, the original papers and exhibits, if any, on file, the transcript of the proceeding, if any, and the docket entries in the following matter:

07-630-CD
Carpenters Combined Funds, Inc.
Vs.
Cen-Clear Child Services, Inc.

In compliance with Pa. R.A.P. 1931 (c).

The documents comprising the record have been numbered from No. 1 to 22, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is December 15, 2009.


William A. Shaw
Prothonotary/Clerk of Courts

(seal)

Date: 12/15/2009

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 09:11 AM

ROA Report

Page 1 of 2

Case: 2007-00630-CD

Current Judge: Fredric Joseph Ammerman

Carpenters Combined Funds, Inc. vs. Cen-Clear Child Services, Inc.

Mechanical Liens

Date		Judge
1/23/2007	New Case Filed.	No Judge
	Filing: Statement of Mechanics' Lien Paid by: Lee, Kenneth W. Esquire Receipt number: 1918683 Dated: 4/23/2007 Amount: \$85.00 (Check) 1CC Atty. Re: 1633 Phillipsburg Bigler Highway, Rt. 322 E, Decatur Township.	No Judge
5/11/2007	Sheriff Return, May 9, 2007 at 2:15 pm Served the within Notice of Filing of Mechanic's Lien; Statement on Ce-Clear Child Services Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Arensberg \$33.62	No Judge
5/18/2007	Praecipe For Entry of Appearance, filed by Atty. David Mason 1 cert. to Atty. Enter my appearance on the behalf of Cen-Clear Child Services, Inc.	No Judge
7/5/2007	Amended Sheriff's Return, filed NOW, July 5, 2007 Change sheriff costs from \$23.62 to 33.52	No Judge
3/7/2007	Preliminary Objections to Mechanics' Lien Motion to Strike, filed by s/ David C. Mason, Esquire. 2CC Atty.	No Judge
	Certificate of Service, filed. Served a true and correct copy of the Preliminar Objections to Mechanics' Lien Motion to Strike, filed in the above captioned matter on Kenneth W. Lee Esq., filed by s/ David C. Mason Esq. 2CC Atty.	No Judge
1/22/2009	Complaint to Enforce Mechanics' Lien Claim, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee	No Judge
3/20/2009	Verification to Complaint to Enforce Mechanics' Lien Claim, filed by s/ Kenneth W. Lee, Esquire. No CC	No Judge
3/24/2009	Motion For Enlargement of Time, filed by s/ David C. Mason, Esquire. 3CC Atty. Mason	No Judge
3/29/2009	Rule Returnable, AND NOW, this 29th day of June, 2009, upon consideratic of the within Motion, Ordered that: Rule issued. Argument shall be held September 4, 2009, at 1:30 p.m. (See Original for further details). BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorney Mason	
7/28/2009	Order, this 28th day of July, 2009, upon agreement of the parties, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. Cc to Attys: Lee, Mason	Fredric Joseph Ammerman
3/21/2009	Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice of Claim, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee.	Fredric Joseph Ammerman
	Claimant's Answer to Owner's Preliminary Objections to Mechanic's Lien Motion to Strike, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee.	Fredric Joseph Ammerman
3/24/2009	Order, this 25th day of August, 2009, argument on Plaintiff's Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice o Claim is scheduled for the 4th of Sept., 2009 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC to Atty.	Fredric Joseph Ammerman
3/4/2009	Acceptance of Service, filed. I accept service of the Complaint to Enforce Mechanics' Lien Claim on behalf of Cen-Clear Child Services, Inc., and certi that I am authorized to do so, signed by s/ David C. Mason Esq., filed by s/ Kenneth W. Lee Esq. 3CC Atty Lee.	Fredric Joseph Ammerman
	Affidavit of Service filed. On August 26, 2009 caused a copy of this Court's Order, dated August 25, 2009 to be served upon Cen-Clear Child Services Inc. via first class mail and via facsimile to David C. Mason Esq., filed by s/ Kenneth W. Lee Esq. 3CC Atty Lee.	Fredric Joseph Ammerman

Date: 12/15/2009

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 09:11 AM

ROA Report

Page 2 of 2

Case: 2007-00630-CD

Current Judge: Fredric Joseph Ammerman

Carpenters Combined Funds, Inc. vs. Cen-Clear Child Services, Inc.

Mechanical Liens

Date	Judge
1/23/2009	Opinion and Order, NOW, this 23rd day of Sept., 2009, upon consideration of the Parties' oral arguments and briefs, it is the Opinion of this Court that the Defendant's Preliminary Objection as to the standing of the Claimant is GRANTED and the Plaintiff's Statement of Mechanicals' Lien Claim is hereby DISMISSED. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lee, Mason; 1CC D. Mikesell, Law Library
0/21/2009	Filing: Appeal to High Court Paid by: Lee, Kenneth W. (attorney for Carpenters Combined Funds, Inc.) Receipt number: 1931771 Dated: 10/21/2009 Amount: \$50.00 (Check) For: Carpenters Combined Funds, Inc (plaintiff) Filed by s/ Kenneth W. Lee, Esquire. 3CC atty. Lee; 1CC w/ \$60.00 check to Superior Court
0/27/2009	Order, this 23rd of Oct., 2009, this Court having been notified of Appeal to the Superior Court of Penna., Plaintiff must file a concise statement of the matters complained of on said Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; Lee, Mason
10/29/2009	Appeal Docket Sheet, filed. No CC Docket Number: 1779 WDA 2009
11/13/2009	Concise Statement of Matters Complaint of on Appeal of Carpenters Combined Funds, Inc., filed by s/ Kenneth W. Lee, Esquire. 2CC Atty. Lee
12/15/2009	December 15, 2009, Mailed Appeal to Superior Court. December 15, 2009, Letters, Re: Notification of mailing appeal mailed to Kenneth W. Lee, Esq. and David C. Mason, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).

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

DEC 15 2009

Attest.


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 07-630-CD
Carpenters Combined Funds, Inc.
Vs.
Cen-Clear Child Services, Inc.

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	04/23/07	Statement of Mechanics' Lien Claim	48
02	05/11/07	Sheriff Return	03
03	05/18/07	Praecipe for Entry of Appearance	02
04	07/05/07	Amended Sheriff's Return	01
05	09/07/07	Preliminary Objections to Mechanics' Lien Motion to Strike	05
06	09/07/07	Certificate of Service, Re: Preliminary Objections	02
07	04/22/09	Complaint to Enforce Mechanics' Lien Claim	53
08	05/20/09	Verification to Complaint to Enforce Mechanics' Lien Claim	04
09	06/24/09	Motion for Enlargement of Time	07
10	06/29/09	Rule Returnable	01
11	07/28/09	Order, Re: parties agreement	01
12	08/21/09	Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice of Claim	07
13	08/21/09	Claimant's Answer to Owner's Preliminary Objections to Mechanic's Lien Motion to Strike	05
14	08/24/09	Order, Re: argument scheduled	01
15	09/04/09	Acceptance of Service	03
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17	09/23/09	Opinion and Order	05
18	10/21/09	Appeal to High Court	10
19	10/27/09	Order, Re: Concise statement to be filed	01
20	10/29/09	Appeal Docket Sheet, 1779 WDA 2009	02
21	11/13/09	Concise Statement of Matters Complained of on Appeal	08
22	12/15/09	Letters, Re: Notification of mailing appeal mailed to Kenneth W. Lee, Esq. and David C. Mason, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c)	04

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Carpenters Combined Funds, Inc.

Vs.

Case No. 2007-00630-CD

Cen-Clear Child Services, Inc.

CERTIFICATE OF CONTENTS

NOW, this 15th day of December, 2009, the undersigned, Prothonotary or Deputy Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, the said Court of record, does hereby certify that attached is the original record of the case currently on Appeal.

An additional copy of this Certificate is enclosed with the original hereof and the Clerk or Prothonotary of the Superior Court is hereby directed to acknowledge receipt of the Appeal Record by executing such copy at the place indicated by forthwith returning the same to this Court.

By: William A. Shaw
William A. Shaw, Prothonotary

Record, Etc. Received:

Date: 12/16/09

L. Matson
(Signature & Title)

FILED
DEC 17 2009

William A. Shaw
Prothonotary/Clerk of Courts



Superior Court of Pennsylvania

Karen Reid Bramblett, Esq.
Prothonotary
Eleanor R. Valecko
Deputy Prothonotary

Western District

310 Grant Street, Suite 600
Pittsburgh, PA 15219-2297
(412) 565-7592
www.superior.court.state.pa.us

CERTIFICATE OF REMITTAL/REMAND OF RECORD

TO: Mr. Shaw
Prothonotary

RE: Carpenters Combined Funds, Inc. v. Cen-Clear Child
1779 WDA 2009
Trial Court: Clearfield County Court of Common Pleas
Trial Court Docket No: No. 07-630-CD

FILED
FEB 27 2012
William A. Shaw
Prothonotary/Clerk of Courts
COPY to s/c

Annexed hereto pursuant to Pennsylvania Rules of Appellate Procedure 2571 and 2572 is the entire record for the above matter.

Original Record contents:

Item	Filed Date	Description
Original Record	December 16, 2009	1 Part

Additional Item(s): Superior Court Memorandum

Remand/Remittal Date: 02/23/2012

ORIGINAL RECIPIENT ONLY - Please acknowledge receipt by signing, dating, and returning the enclosed copy of this certificate to our office. Copy recipients (noted below) need not acknowledge receipt.

Very truly yours,

Eleanor R. Valecko
Eleanor R. Valecko
Deputy Prothonotary

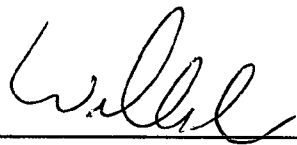
Enclosure

cc: The Honorable Fredric J. Ammerman, President Judge
Kenneth Weller Lee, Esq.
David Charles Mason, Esq.

Carpenters Combined Funds, Inc. v. Cen-Clear Child
1779 WDA 2009

Letter to: Mr. William A. Shaw

Acknowledgement of Certificate of Remittal/Remand of Record (to be returned):



Signature

2-27-12

Date

Printed Name

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan, 2014
Clearfield Co., Clearfield, PA

CARPENTERS COMBINED FUNDS, INC.,

Appellant

v.

CEN-CLEAR CHILD SERVICES, INC.,

Appellee

IN THE SUPERIOR COURT OF
PENNSYLVANIA**FILED**FEB 27 2012
William A. Shaw
Prothonotary/Clerk of Courts

No. 1779 WDA 2009

Appeal from the Order entered September 23, 2009,
in the Court of Common Pleas, Clearfield County,
Civil Division, at No(s): 07-630-CD

BEFORE: STEVENS, P.J., FORD ELLIOTT, P.J.E., MUSMANNO, BENDER,
GANTMAN, DONOHUE, ALLEN, LAZARUS and OLSON, JJ.

MEMORANDUM BY ALLEN, J.:

FILED: January 6, 2012

Under Pennsylvania's Mechanics' Lien Law, only a "contractor" or "subcontractor" is permitted to file a lien claim against an owner of property, 49 P.S. § 1303(a), for the payment of debts due by the owner to the contractor or by the contractor to any of his subcontractors for labor or materials provided in a project. 49 P.S. § 1301. By limiting the available claimants of a lien to "contractors" and "subcontractors," the Mechanics' Lien Law applies only to those who, through contract, furnished labor or materials for a project. **See** 49 P.S. § 1201(4) and (5) (defining "contractor" and "subcontractor").

This Court, sitting *en banc*, is asked to determine whether the trustee of an employment benefit fund has standing to assert a mechanics' lien

claim to collect fund distributions that a contractor owes based upon labor provided by a union's members pursuant to a collective bargaining and trust agreement. The trustee itself is not a "subcontractor" under the Mechanics' Lien Law because it did not furnish labor or materials to the project. The trustee, however, was contractually obligated under the collective bargaining agreement to receive and collect the distributions on behalf of the union's members. We conclude that under the applicable rules of statutory construction, the definition of "subcontractor" in the Mechanics' Lien Law is entitled to a liberal interpretation. We further conclude, based upon our recent decision in the combined cases of ***Bricklayers of Western Pa. Combined Funds, Inc. v. Scott's Development Co. and Laborers Combined Funds of Western Pa., et al. v. Scott's Development Co.***, __ A.3d __ (Pa. Super. 2011) (*en banc*) (hereinafter cited as "***Bricklayers***"), the trustee has standing to assert a mechanics' lien claim on behalf of the union.

The relevant facts and procedural history of this case are as follows. Penntex Construction Services ("Penntex") was the general contractor for a construction project on property owned by Cen-Clear Child Services, Inc. ("the Defendant") in Clearfield County. On September 11, 2006, Penntex entered into a collective bargaining agreement with a unionized entity, the Greater Pennsylvania Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America ("the Union"), which

called for the provision of labor by the Union's members. The agreement covered work to be performed within the Union's jurisdiction as specified in the collective bargaining agreement. The collective bargaining agreement set forth the precise work the Union's members were authorized to perform during construction projects. Pursuant to the collective bargaining agreement, Penntex was to pay health, welfare, retirement and/or fringe benefits to Carpenter's Combined Funds, Inc. ("the Trustee"), based upon each hour of labor performed by the Union's members. The collective bargaining agreement incorporated the trust agreement between the Union and the Trustee. Under the trust agreement, the Trustee was the authorized agent to collect the contributions made to the employment benefit fund.

The Union's members performed carpentry work on the property owned by the Defendant in accordance with the collective bargaining agreement. Penntex, however, failed to pay the Trustee the required contributions. On April 23, 2007, the Trustee filed a Statement of Mechanics' Lien Claim against the Defendant, seeking to recover \$7,017.59 in unpaid contributions. The Defendant raised preliminary objections in the nature of a demurrer. The Defendant asserted that the Trustee was neither a "contractor" nor a "subcontractor" as defined by the Mechanics' Lien Law, and thus, lacked standing to assert a mechanics' lien claim.¹

¹ A "subcontractor" is defined as:

On September 23, 2009, the trial court sustained the Defendant's preliminary objections and dismissed the Trustee's mechanics' lien claim. The trial court concluded that the Trustee lacked standing to maintain a mechanics' lien claim because the Trustee was not a "subcontractor" under the Mechanics' Lien Law. Trial Court Opinion (T.C.O.), 9/23/09, at 3. Specifically, the trial court reasoned:

[T]he [Trustee] had no contract with [] Penntex related to the construction of improvements on [the Defendant's] lands. [The Trustee] did not erect, construct, alter or repair any improvement on [the Defendant's] lands. Also [the Trustee] did not furnish labor, skill or superintendence to the renovation, nor did it supply or haul materials, fixtures, machinery or equipment for the work.

Id.

On appeal, the Trustee raises the following issue for review:

Whether [the Trustee], as an agent or fiduciary on behalf of union members pursuant to a collective bargaining agreement and/or the Employee Retirement Security Act, 29 U.S.C. § 1001, et seq., is a proper claimant or has standing to assert a

[O]ne who, by contract with the contractor, or pursuant to a contract with a subcontractor in direct privity of a contract with a contractor, express or implied, erects, constructs, alters or repairs an improvement or any part thereof; or furnishes labor, skill or superintendence thereto; or supplies or hauls materials, fixtures, machinery or equipment reasonably necessary for and actually used therein; or any or all of the foregoing, whether as superintendent, builder or materialman.

49 P.S. § 1201(5). An "improvement" "includes any building, structure or other improvement of whatsoever kind or character erected or constructed on land, together with the fixtures and other personal property used in fitting up and equipping the same for the purpose for which it is intended." 49 P.S. § 1201(1).

mechanic's lien claim against [the Defendant's] property for unpaid benefit contributions that were to have been paid to [the Trustee] on behalf of the union members[?]

Brief for the Trustee at 3.

Our standard of review for an order dismissing a mechanics' lien claim based upon a preliminary objection in the nature of a demurrer is as follows:

When reviewing the dismissal of a [mechanics' lien claim] based upon preliminary objections in the nature of a demurrer, we treat as true all well-pleaded material, factual averments and all inferences fairly deducible therefrom. Where the preliminary objections will result in the dismissal of the action, the objections may be sustained only in cases that are clear and free from doubt. To be clear and free from doubt that dismissal is appropriate, it must appear with certainty that the law would not permit recovery by the plaintiff upon the facts averred. Any doubt should be resolved by a refusal to sustain the objections. Moreover, we review the trial court's decision for an abuse of discretion or an error of law.

Ira G. Steffy & Son, Inc. v. Citizens Bank of Pennsylvania, 7 A.3d 278, 282 (Pa. Super. 2010) (quoting ***Burgoyne v. Pinecrest Community Ass'n***, 924 A.2d 675, 679 (Pa. Super. 2007)).

"In Pennsylvania, a party seeking judicial resolution of a controversy must establish as a threshold matter that he has standing to maintain the action." ***Johnson v. Am. Std.***, 8 A.3d 318, 329 (Pa. 2010). Where a statute delineates the class of members who can assert a claim under the statute, standing is governed by the language of the statute itself. ***See Petty v. Hosp. Serv. Ass'n of Northeastern Pa.***, 23 A.3d 1004, 1008 (Pa. 2011). "Threshold issues of standing are questions of law; thus, our

standard of review is *de novo* and our scope of review is plenary.”
Johnson, 8 A.3d at 326.

In its brief, the Trustee maintains that it has standing to assert a mechanics’ lien claim on behalf of the Union’s members for the contributions owed by Penntex. Citing **United States ex re. Sherman v. Carter**, 353 U.S. 210 (1957), and case law from foreign jurisdictions, the Trustee argues that it “stands in the shoes” of the Union’s members and is contractually obligated to receive and collect the contributions from the Defendant. The Trustee claims that since there is no dispute that the Union members have standing as subcontractors, the Trustee too has standing because it acts on behalf of the Union members.

In addition, the Trustee argues that the Mechanics’ Lien Law, particularly the provision defining “subcontractor,” should be liberally construed to effectuate the statute’s purpose of protecting laborers. To support its position, the Trustee asserts that the Mechanics’ Lien Law was enacted in 1963, and that under 1 Pa.C.S.A. § 1928(a) and (c), the statute must be liberally construed to promote justice. For these reasons, the Trustee concludes that it has standing to assert a mechanics’ lien claim on behalf of the Union’s members.

In response, the Defendant points to the plain language defining a “subcontractor,” which, *inter alia*, “means one who, by contract with the contractor . . . erects, constructs, alters or repairs an improvement or any

part thereof; or furnishes labor, skill or superintendence thereto." 49 P.S. § 1201(5). The Defendant argues that the Trustee does not meet the definition of a "subcontractor" because the Trustee did not have a contract with the Defendant related to the construction of an improvement. The Defendant also asserts that the Trustee failed to satisfy the definition of "subcontractor" since it did not construct or furnish labor to an improvement.

Further, the Defendant opposes the Trustee's request for a liberal interpretation of the definition of "subcontractor." The Defendant contends that under this Court's case law, the Mechanics' Lien Law should be strictly construed "because it is in derogation of the common law and provides a special remedy in favor of a unique class of creditors." Brief for the Defendant at 5-6 (citing, *inter alia*, **Yello Run Coal Co. v. Yello Run Energy Co.**, 420 A.2d 690 (Pa. Super. 1980)). From these arguments, the Defendant concludes that the Trustee lacks standing to assert a mechanics' lien claim.

These very issues were recently decided by this Court sitting *en banc* in **Bricklayers**, a case factually similar to the case at bar. In **Bricklayers**, trustees of two employee benefit funds filed mechanics' liens after the general contractor failed to pay fringe benefits for the unions' members working on the defendant's property pursuant to collective bargaining agreements entered into between the unions and the contractor. The trial

court found that the trustees were not "subcontractors" and that the collective bargaining agreements were not "subcontracts," under the Mechanics' Lien Law, and thus, the trustees lacked standing to file mechanics' liens in question. The trustees appealed, and we reversed.

In reaching this decision, we concluded that the Mechanics' Lien Law of 1963 must be liberally construed pursuant to 1 Pa.C.S.A. § 1928(a) and (c),² and that the definition of "subcontractor" in the Mechanics' Lien Law is likewise subject to liberal construction. **Bricklayers**, slip op. at 23-24. We determined that the unions qualified as subcontractors, as there were implied contracts between the unions and the contractor for the construction of the improvement on the defendant's property. In arriving at this conclusion, we stated:

[P]ursuant to the collective bargaining agreement, [the contractor] hired the [u]nions' members to work on the [d]efendant's property, the [u]nions furnished their members to

² Section 1928 provides, in relevant part:

(a) *Statutes in derogation of common law.* --The rule that statutes in derogation of the common law are to be strictly construed, shall have no application to the statutes of this Commonwealth enacted finally after September 1, 1937.

* * *

(c) *Provisions subject to liberal construction.* --All other provisions of a statute shall be liberally construed to effect their objects and to promote justice.

1 Pa.C.S.A. § 1928(a), (c).

perform labor on the [d]efendant's property, and [the contractor] was required to make payments, *inter alia*, to employee benefit funds for each hour the [u]nions' members worked on the [d]efendant's property, evidences conduct that establishes an implied in fact contract between . . . the general contractor [] and the [u]nions.

Id. at 28-29.

Finally, we concluded that the trustees had standing to file the mechanics' liens in question. Although an issue of first impression in Pennsylvania, we looked to our sister jurisdictions and found support for our decision based upon the United States Supreme Court's holding in **Carter**,³ and the Iowa Supreme Court's application of **Carter** in **Dobbs v. Knudson**,

³ In **Carter**, the Supreme Court interpreted the Miller Act, 40 U.S.C.A. § 270b, and was asked to determine whether a surety could be held liable on a payment bond furnished by a contractor. The Miller Act stated, in part, that "[e]very person who has furnished labor or material in the prosecution of the work provided for in [the construction] contract, in respect of which a payment bond is furnished under this Act, . . . shall have the right to sue on such payment bond . . . for the sum or sums justly due him[.]" **Carter**, 353 U.S. at 215. The surety in **Carter** argued that the trustees of an employee benefit trust fund were not entitled to recover unpaid contributions "since they are neither persons who furnished labor or material, nor are they seeking 'sums justly due' to persons who have furnished labor or material." **Id.** at 218.

The Supreme Court rejected the surety's argument. The High Court found instead that the language in the Miller Act referring to a "person who has furnished labor" included trustees of an employee benefit trust fund. **Id.** Particularly, the Court concluded that the trustees not only had standing to sue in their own right, but also had standing to sue on behalf of the employees. In reaching its decision, the Court noted that the Miller Act was a remedial statute that was entitled to a liberal construction. **Id.** at 216. The Court also placed significant weight on the fact that pursuant to the labor agreements, the trustees were akin to an assignee of a contract. **Id.** at 219-20.

Inc., 292 N.W.2d 692 (Iowa 1980).⁴ **Bricklayers**, slip op. at 33-38.

Specifically, we stated the following:

First, although the statute in **Carter** dealt with contractors' surety bonds, rather than mechanics' liens, the Miller Act embraces the same purpose of Pennsylvania's Mechanics' Lien Law to protect those who invest labor and material into another's property. Second, the language at issue in **Carter**, 'person who has furnished labor,' is substantially the same as the operative language of the Mechanics' Lien Law defining a 'subcontractor' as one who, among other things, 'furnishes labor.' 49 P.S. § 1201(5). Third, the Supreme Court interpreted the relevant portions of the Miller Act liberally, and this Court utilizes a liberal interpretation to construe the definition of 'subcontractor.' Finally, this Court concludes just as the Iowa Supreme Court did in **Dobbs** that Trustees have a contractual right under the collective bargaining agreement to make a claim in the place of the Unions for the collection of the unpaid fringe benefits for the Unions' members.

Bricklayers, slip op. at 36.

Just as the unions in **Bricklayers**, the Union in this case entered into a collective bargaining agreement with the contractor (Penntex), which specified the type, terms and conditions of the labor to be provided by the Unions' members, within a specified jurisdiction. Pursuant to the collective

⁴ In **Dobbs**, the Supreme Court of Iowa, relying on the **Carter** decision, concluded that the trustees of fringe benefit funds are proper lien claimants based upon the existence of collective bargaining agreements between the subcontractors and several different unions that required the subcontractors to contribute to the unions' member's fringe benefit plans. **Id.** at 693. Because the unions' members provided the labor pursuant to the collective bargaining agreement that required payments to the trusts for the unions' members' work, the trustees had standing to file a lien for nonpayment of fringe benefits. **See id.** at 694-95. The court determined that "although the right to make the claim for labor furnished . . . is given in [the statute] to the person who furnishes it, the trusts have a contractual right to make the claim for those persons." **Id.** at 696.

bargaining agreement, Penntex hired the Union's members to work on the Defendant's property, the Union furnished its members to perform labor on the Defendant's property, and Penntex was required to make payments, *inter alia*, to the employee benefit fund for each hour the Union's members worked on the Defendant's property. This establishes an implied contract between Penntex and the Union to furnish labor to construct an improvement on the Defendant's property. **See** 49 P.S. § 1201(5); **Bricklayers**, slip op. at 28-29 (citing **In re Home Protection Bldg. & Loan Ass'n**, 17 A.2d 755 (Pa. Super. 1941) (finding an implied in fact contract where "[t]he [defendants] were fully informed of the nature, character and extent of the work as rendered and accepted the benefit of appellant's services without dissent. [The appellant] performed this work with the expectation of receiving compensation and there is no evidence that the [defendants] did not intend to pay him"); and **Young v. Young**, 191 P.3d 1258, 1263 (Wash. 2008) ("[T]he elements of a contract implied in fact are: (1) the defendant requests work, (2) the plaintiff expects payment for the work, and (3) the defendant knows or should know the plaintiff expects payment for the work.")).

Furthermore, the collective bargaining agreement and the trust agreement in this case, as in **Bricklayers** and **Carter**, established a relationship between the Trustees and the Unions that is "closely analogous to that of an assignment." **Carter**, 353 U.S. at 220. The collective

bargaining agreements created Penntex's contractual obligation to make contributions directly to the Trustee, and the trust agreement, which was incorporated into the collective bargaining agreement, vested the Trustee with the exclusive right to collect the contributions from Penntex. It is well settled under Pennsylvania law that an assignee of a contract has standing to assert a claim in connection with the contract. For purposes of this case, it does not matter whether the Trustees were assignees in a formal, technical sense. Akin to the trusts in **Bricklayers**, "[t]he trust[] [has] the contractual right to make the claim for those persons [who furnished the labor]." **Bricklayers**, slip op. at 37 (quoting **Dobbs**, 292 N.W. at 696). Therefore, the Trustee in this case had standing to assert a mechanics' lien claim for unpaid contributions to the trust fund, and the trial court's finding to the contrary was an error of law.

Order reversed. Case remanded. Jurisdiction relinquished.

Judge Gantman files a Dissenting Statement and Judge Olson concurs in the result. Judge Olson files a Dissenting Statement and Judge Gantman concurs in the result.

J-E02006-11

Judgment Entered:

Eleanor K. Valecko

Deputy Prothonotary

DATE: January 12, 2012

CARPENTERS COMBINED FUNDS, INC.,

Appellant

v.

CEN-CLEAR CHILD SERVICES, INC.,

Appellee

IN THE SUPERIOR COURT OF
PENNSYLVANIA

No. 1779 WDA 2009

Appeal from the Order entered September 23, 2009,
in the Court of Common Pleas, Clearfield County,
Civil Division at No(s): 07-630-CD

BEFORE: STEVENS, P.J., FORD ELLIOTT, P.J.E., MUSMANNO, BENDER,
GANTMAN, DONOHUE, ALLEN, LAZARUS, AND OLSON, JJ.

DISSENTING STATEMENT BY GANTMAN, J.:

I respectfully dissent from the majority's decision in this case because I do not think the Mechanics' Lien Law should be available under these circumstances, where the dispute arises from an independent contract between the general contractor and the union for fringe benefits contributions to be paid to the unions by the general contractor, and that contract also predates any work done on Appellee's property. I believe the majority's "liberal construction" stretches the statute beyond the legislative intent under these facts.

Here, the claims asserted derive from a contract independent of and tangential to the work actually done on Appellee's property and are collateral to the construction agreement between the general contractor and Appellee. The general contractor owes the fringe benefits to the unions directly and

only as a result of the hours worked; the benefits are not of or directly about the work done on the property. To be sure, the union is entitled to collect their benefits per its contract with the general contractor; but the union already has the legal means to move against the general contractor to recover the fringe benefits owed. Allowing the union to use the Mechanics' Lien Law to short-cut the recovery process under the guise of flexible statutory interpretation strains the spring of the statute too far, in my opinion, and in a manner the legislature did not intend.

Further, the majority's rationale essentially makes Appellee a surety for the wholly independent contractual obligations of the general contractor, which I think are too attenuated to fall under the protection of the Mechanics' Lien Law. Likewise, it effectively burdens the wrong entity. Thus, I would affirm the trial court's decision under the circumstances of these cases. Accordingly, I must dissent.

CARPENTERS COMBINED FUNDS, INC.,

Appellant

v.

CEN-CLEAR CHILD SERVICES, INC.,

Appellee

IN THE SUPERIOR COURT OF
PENNSYLVANIA

No. 1779 WDA 2009

Appeal from the Order of September 23, 2009
In the Court of Common Pleas of Clearfield County
Civil Division at No(s): 07-630-CD

BEFORE: STEVENS, P.J., FORD ELLIOTT, P.J.E., MUSMANNO, BENDER,
GANTMAN, DONOHUE, ALLEN, LAZARUS and OLSON, JJ.

DISSENTING STATEMENT BY OLSON, J.:

For the reasons set forth in my Dissenting Opinion in ***Bricklayers of Western Pa. Combined Funds, Inc. v. Scott's Development Co. and Laborers Combined Funds of Western Pa., et al. v. Scott's Development Co.***, ___ A.3d___ (Pa. Super. 2011) (*en banc*), I respectfully dissent from the learned majority's memorandum decision.

FILED
FEB 27 2012
Prothonotary/Clerk of the Court
JENNIFER A. SHAFER, Esq.

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

CARPENTERS COMBINED FUNDS, INC.,)

Plaintiff/Claimant,)

vs.)

CEN-CLEAR CHILD SERVICES, INC.,)

Defendant/Owner or Reputed Owner.)

No.: 07-630-CD

**PRAECIPE TO SATISFY AND
DISCHARGE MECHANICS' LIEN
CLAIM AND TO DISCONTINUE
MECHANICS' LIEN ACTION**

Filed on behalf of Claimant
CARPENTERS COMBINED FUNDS,
INC.

Counsel of Record for This Party:

TUCKER ARENSBERG, P.C.

Kenneth W. Lee
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5
FILED pd \$7.00 Atty
m/ 11:03 am
MAR 05 2012 acc Atty
Mason

William A. Shaw
Prothonotary/Clerk of Courts

CARPENTERS COMBINED FUNDS, INC.,
Plaintiff/Claimant,
vs.
CEN-CLEAR CHILD SERVICES, INC.,
Defendant/Owner or Reputed Owner.

No. 07-630-CD

Please (a) satisfy and discharge the mechanics' lien claim; (b) discontinue the Complaint To Enforce; and (c) mark the docket accordingly.

TUCKER ARENSBERG, P.C.

Kenneth W. Lee
PA. I.D. No. 50016
2 Lemoyne Drive
Suite 200
Lemoyne, PA 17043
Phone: 717-234-4121
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Attorneys for Plaintiff/Claimant

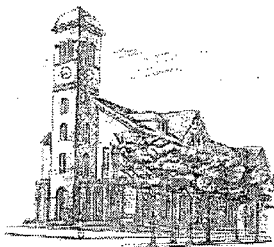
IN RE: [illegible]
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FILED

MAR 05 2012

William A. Shaw
Prothonotary/Clerk of Courts



COPY

Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

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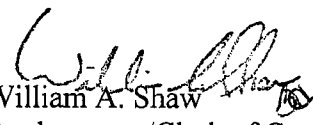
Carpenters Combined Funds, Inc.
Vs.
Cen-Clear Child Services, Inc.

Court No. 07-630-CD; Superior Court No. 1779 WDA 2009

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on December 15, 2009.

Sincerely,


William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 07-630-CD
Carpenters Combined Funds, Inc.
Vs.
Cen-Clear Child Services, Inc.

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	04/23/07	Statement of Mechanics' Lien Claim	48
02	05/11/07	Sheriff Return	03
03	05/18/07	Praecipe for Entry of Appearance	02
04	07/05/07	Amended Sheriff's Return	01
05	09/07/07	Preliminary Objections to Mechanics' Lien Motion to Strike	05
06	09/07/07	Certificate of Service, Re: Preliminary Objections	02
07	04/22/09	Complaint to Enforce Mechanics' Lien Claim	53
08	05/20/09	Verification to Complaint to Enforce Mechanics' Lien Claim	04
09	06/24/09	Motion for Enlargement of Time	07
10	06/29/09	Rule Returnable	01
11	07/28/09	Order, Re: parties agreement	01
12	08/21/09	Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice of Claim	07
13	08/21/09	Claimant's Answer to Owner's Preliminary Objections to Mechanic's Lien Motion to Strike	05
14	08/24/09	Order, Re: argument scheduled	01
15	09/04/09	Acceptance of Service	03
16	09/04/09	Affidavit of Service	03
17	09/23/09	Opinion and Order	05
18	10/21/09	Appeal to High Court	10
19	10/27/09	Order, Re: Concise statement to be filed	01
20	10/29/09	Appeal Docket Sheet, 1779 WDA 2009	02
21	11/13/09	Concise Statement of Matters Complained of on Appeal	08

Date: 12/15/2009

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 08:54 AM

ROA Report

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Case: 2007-00630-CD

Current Judge: Fredric Joseph Ammerman

Carpenters Combined Funds, Inc. vs. Cen-Clear Child Services, Inc.

Mechanical Liens

Date		Judge
1/23/2007	New Case Filed.	No Judge
	Filing: Statement of Mechanics' Lien Paid by: Lee, Kenneth W. Esquire Receipt number: 1918683 Dated: 4/23/2007 Amount: \$85.00 (Check) 1CC Atty. Re: 1633 Phillipsburg Bigler Highway, Rt. 322 E, Decatur Township.	No Judge
5/11/2007	Sheriff Return, May 9, 2007 at 2:15 pm Served the within Notice of Filing of Mechanic's Lien; Statement on Ce-Clear Child Services Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Arensberg \$33.62	No Judge
5/18/2007	Praeipce For Entry of Appearance, filed by Atty. David Mason 1 cert. to Atty. Enter my appearance on the behalf of Cen-Clear Child Services, Inc.	No Judge
7/5/2007	Amended Sheriff's Return, filed NOW, July 5, 2007 Change sheriff costs from \$23.62 to 33.52	No Judge
7/7/2007	Preliminary Objections to Mechanics' Lien Motion to Strike, filed by s/ David C. Mason, Esquire. 2CC Atty.	No Judge
	Certificate of Service, filed. Served a true and correct copy of the Preliminar Objections to Mechanics' Lien Motion to Strike, filed in the above captioned matter on Kenneth W. Lee Esq., filed by s/ David C. Mason Esq. 2CC Atty.	No Judge
1/22/2009	Complaint to Enforce Mechanics' Lien Claim, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee	No Judge
5/20/2009	Verification to Complaint to Enforce Mechanics' Lien Claim, filed by s/ Kenneth W. Lee, Esquire. No CC	No Judge
5/24/2009	Motion For Enlargement of Time, filed by s/ David C. Mason, Esquire. 3CC Atty. Mason	No Judge
5/29/2009	Rule Returnable, AND NOW, this 29th day of June, 2009, upon consideratic of the within Motion, Ordered that: Rule issued. Argument shall be held September 4, 2009, at 1:30 p.m. (See Original for further details). BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorney Mason	Fredric Joseph Ammerman
7/28/2009	Order, this 28th day of July, 2009, upon agreement of the parties, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. Cc to Attys: Lee, Mason	Fredric Joseph Ammerman
1/21/2009	Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice of Claim, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee.	Fredric Joseph Ammerman
	Claimant's Answer to Owner's Preliminary Objections to Mechanic's Lien Motion to Strike, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee.	Fredric Joseph Ammerman
1/24/2009	Order, this 25th day of August, 2009, argument on Plaintiff's Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice o Claim is scheduled for the 4th of Sept., 2009 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC to Atty.	Fredric Joseph Ammerman
1/4/2009	Acceptance of Service, filed. I accept service of the Complaint to Enforce Mechanics' Lien Claim on behalf of Cen-Clear Child Services, Inc., and certi that I am authorized to do so, signed by s/ David C. Mason Esq., filed by s/ Kenneth W. Lee Esq. 3CC Atty Lee.	Fredric Joseph Ammerman
	Affidavit of Service filed. On August 26, 2009 caused a copy of this Court's Order, dated August 25, 2009 to be served upon Cen-Clear Child Services Inc. via first class mail and via facsimile to David C. Mason Esq., filed by s/ Kenneth W. Lee Esq. 3CC Atty Lee.	Fredric Joseph Ammerman

Date: 12/15/2009

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 08:54 AM

ROA Report

Page 2 of 2

Case: 2007-00630-CD

Current Judge: Fredric Joseph Ammerman

Carpenters Combined Funds, Inc. vs. Cen-Clear Child Services, Inc.

Mechanical Liens

Date	Judge	
9/23/2009	Opinion and Order, NOW, this 23rd day of Sept., 2009, upon consideration of the Parties' oral arguments and briefs, it is the Opinion of this Court that the Defendant's Preliminary Objection as to the standing of the Claimant is GRANTED and the Plaintiff's Statement of Mechanical Lien Claim is hereby DISMISSED. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lee, Mason; 1CC D. Mikesell, Law Library	Fredric Joseph Ammerman
10/21/2009	Filing: Appeal to High Court Paid by: Lee, Kenneth W. (attorney for Carpenters Combined Funds, Inc.) Receipt number: 1931771 Dated: 10/21/2009 Amount: \$50.00 (Check) For: Carpenters Combined Funds, Inc (plaintiff) Filed by s/ Kenneth W. Lee, Esquire. 3CC atty. Lee; 1CC w/ \$60.00 check to Superior Court	Fredric Joseph Ammerman
10/27/2009	Order, this 23rd of Oct., 2009, this Court having been notified of Appeal to the Superior Court of Penna., Plaintiff must file a concise statement of the matters complained of on said Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Lee, Mason	Fredric Joseph Ammerman
10/29/2009	Appeal Docket Sheet, filed. No CC Docket Number: 1779 WDA 2009	Fredric Joseph Ammerman
11/13/2009	Concise Statement of Matters Complaint of on Appeal of Carpenters Combined Funds, Inc., filed by s/ Kenneth W. Lee, Esquire. 2CC Atty. Lee	Fredric Joseph Ammerman

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

DEC 15 2009

Attest.


Prothonotary/
Clerk of Courts

Mechanical Liens

Date		Judge	
4/23/2007	New Case Filed.	No Judge	
	(1) Filing: Statement of Mechanics' Lien Paid by: Lee, Kenneth W. Esquire Receipt number: 1918683 Dated: 4/23/2007 Amount: \$85.00 (Check) 1CC Atty. Re: 1633 Phillipsburg Bigler Highway, Rt. 322 E, Decatur Township.	No Judge	48 48
5/11/2007	(2) Sheriff Return, May 9, 2007 at 2:15 pm Served the within Notice of Filing of Mechanic's Lien; Statement on Ce-Clear Child Services Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Arensberg \$33.62	No Judge	3 2
5/18/2007	(3) Praecipe For Entry of Appearance, filed by Atty. David Mason 1 cert. to Atty. Enter my appearance on the behalf of Cen-Clear Child Services, Inc.	No Judge	2
7/5/2007	(4) Amended Sheriff's Return, filed NOW, July 5, 2007 Change sheriff costs from \$23.62 to 33.52	No Judge	1
9/7/2007	(5) Preliminary Objections to Mechanics' Lien Motion to Strike, filed by s/ David C. Mason, Esquire. 2CC Atty.	No Judge	5
	(6) Certificate of Service, filed. Served a true and correct copy of the Preliminar Objections to Mechanics' Lien Motion to Strike, filed in the above captioned matter on Kenneth W. Lee Esq., filed by s/ David C. Mason Esq. 2CC Atty.	No Judge	2
4/22/2009	(7) Complaint to Enforce Mechanics' Lien Claim, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee	No Judge	53
5/20/2009	(8) Verification to Complaint to Enforce Mechanics' Lien Claim, filed by s/ Kenneth W. Lee, Esquire. No CC	No Judge	4
6/24/2009	(9) Motion For Enlargement of Time, filed by s/ David C. Mason, Esquire. 3CC Atty. Mason	No Judge	7
6/29/2009	(10) Rule Returnable, AND NOW, this 29th day of June, 2009, upon consideratic of the within Motion, Ordered that: Rule issued. Argument shall be held September 4, 2009, at 1:30 p.m. (See Original for further details). BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorney Mason	Fredric Joseph Ammerman	1
7/28/2009	(11) Order, this 28th day of July, 2009, upon agreement of the parties, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. Cc to Attys: Lee, Mason	Fredric Joseph Ammerman	1
8/21/2009	(12) Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice of Claim, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee.	Fredric Joseph Ammerman	7
	(13) Claimant's Answer to Owner's Preliminary Objections to Mechanic's Lien Motion to Strike, filed by s/ Kenneth W. Lee Esq. 2CC Atty Lee.	Fredric Joseph Ammerman	5
8/24/2009	(14) Order, this 25th day of August, 2009, argument on Plaintiff's Motion to Strike Owner's Preliminary Objections as to Failure to Provide Preliminary Notice o Claim is scheduled for the 4th of Sept., 2009 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC to Atty.	Fredric Joseph Ammerman	1
9/4/2009	(15) Acceptance of Service, filed. I accept service of the Complaint to Enforce Mechanics' Lien Claim on behalf of Cen-Clear Child Services, Inc., and certi that I am authorized to do so, signed by s/ David C. Mason Esq., filed by s/ Kenneth W. Lee Esq. 3CC Atty Lee.	Fredric Joseph Ammerman	3
	(16) Affidavit of Service filed. On August 26, 2009 caused a copy of this Court's Order, dated August 25, 2009 to be served upon Cen-Clear Child Services Inc. via first class mail and via facsimile to David C. Mason Esq., filed by s/ Kenneth W. Lee Esq. 3CC Atty Lee.	Fredric Joseph Ammerman	3

Date: 11/13/2009

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 09:29 AM

ROA Report

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Case: 2007-00630-CD

Current Judge: Fredric Joseph Ammerman

Carpenters Combined Funds, Inc. vs. Cen-Clear Child Services, Inc.

Mechanical Liens

Date		Judge	
9/23/2009	Opinion and Order, NOW, this 23rd day of Sept., 2009, upon consideration of the Parties' oral arguments and briefs, it is the Opinion of this Court that the Defendant's Preliminary Objection as to the standing of the Claimant is GRANTED and the Plaintiff's Statement of Mechanicals' Lien Claim is hereby DISMISSED. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lee, Mason; 1CC D. Mikesell, Law Library	Fredric Joseph Ammerman	5
10/21/2009	Filing: Appeal to High Court Paid by: Lee, Kenneth W. (attorney for Carpenters Combined Funds, Inc.) Receipt number: 1931771 Dated: 10/21/2009 Amount: \$50.00 (Check) For: Carpenters Combined Funds, Inc (plaintiff) Filed by s/ Kenneth W. Lee, Esquire. 3CC atty. Lee; 1CC w/ \$60.00 check to Superior Court	Fredric Joseph Ammerman	10
10/27/2009	Order, this 23rd of Oct., 2009, this Court having been notified of Appeal to the Superior Court of Penna., Plaintiff must file a concise statement of the matters complained of on said Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; Lee, Mason	Fredric Joseph Ammerman	1
10/29/2009	Appeal Docket Sheet, filed. No CC	Fredric Joseph Ammerman	2

1779 WDA 2009