

08-2019-CD
Robert Griggs vs A. Keith Smith

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT M. GRIGGS and WENDY J.
GRIGGS, husband and wife,

Plaintiffs,

vs.

A. KEITH SMITH, individually and
t/d/b/a HIGH TOP CHIMNEY,
Defendant.

CIVIL ACTION - LAW

08-2019-CD
Number - 2008 C.D.

Type of Case: Civil Division

Type of Pleading: Complaint

Filed on behalf of: Plaintiffs

Counsel of Record for this Party:

Troy J. Harper
Supreme Court Number: 74753

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

⁵ FILED *icc Sheriff*
10/10:39/301
OCT 22 2008 *Atty pd. 95.00*
(L)
William A. Shaw
Prothonotary/Clerk of Courts

ROBERT M. GRIGGS and WENDY J.
GRIGGS, husband and wife,

Plaintiffs,

vs.

A. KEITH SMITH, individually and
t/d/b/a HIGH TOP CHIMNEY,
Defendant.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
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* Civil Action - Law
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* Number - 2008 C.D.

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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 Court of Common Pleas
Clearfield County Courthouse
230 E. Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641, Ext. 5982

ROBERT M. GRIGGS and WENDY J.
GRIGGS, husband and wife,

Plaintiffs,

vs.

A. KEITH SMITH, individually and
t/d/b/a HIGH TOP CHIMNEY,
Defendant.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania

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* Civil Action - Law

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* Number - 2008 C.D.

COMPLAINT

AND NOW, come the Plaintiffs, ROBERT M. GRIGGS and WENDY J. GRIGGS,
husband and wife, by and through their attorneys, Dennison, Dennison & Harper, who file the
following Complaint:

1. The Plaintiffs, Robert M. Griggs and Wendy J. Griggs, are husband and wife and are
adult individuals of sui juris who reside in Treasure Lake with a mailing address of 1096
Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

2. The Plaintiffs, Robert M. Griggs and Wendy J. Griggs, are the present owners of a
residence identified as Lot 5, Section 10 of the Treasure Lake Development (hereinafter
“Premises”), and said Premises are the Plaintiffs’ primary residence.

3. The Defendant, A. Keith Smith, is an adult individual of sui juris who resides at R.D.
1, Box 186A, Luthersburg, Clearfield County, Pennsylvania 15848.

4. At all times material hereto, the Defendant, A. Keith Smith, was the sole owner and
operator of a business known as High Top Chimney with offices located at R.D. 1, Box 186A,

Luthersburg, Clearfield County, Pennsylvania 15848.

5. At all times material hereto, the Defendant, A. Keith Smith, t/d/b/a High Top Chimney regularly conducted business in the Commonwealth of Pennsylvania and said business activities included but were not limited to performing inspections of residential fireplaces, chimneys and wood stoves and issuing reports concerning the same, and the Defendant, A. Keith Smith, t/d/b/a High Top Chimney, held himself out as an expert in inspecting residential fireplaces, chimneys and wood stoves.

6. In and around August of 2007, the Plaintiffs, Robert M. Griggs and Wendy J. Griggs were residing at 16 Richards Street, Brookville, Pennsylvania 15825.

7. On or about August 6, 2007, the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, entered into an Agreement of Sale to purchase the Premises from Bryant McAninch and Kelly McAninch.

8. Said Agreement of Sale contained a property inspection contingency.

9. Pursuant to the property inspection contingency, the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, retained a business known as Pillar to Post to perform a home inspection on the Premises.

10. The home inspection completed by Pillar to Post specially excluded any inspection of the fireplace, chimney and wood stove on the Premises, and the Pillar to Post representative specifically recommended to the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, that they secure a separate inspection of the fireplace, chimney and wood stove in the Premises prior to

purchasing the property.

11. In August of 2007, the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, contacted the Defendant, A. Keith Smith, t/d/b/a High Top Chimney, and requested that he perform an inspection of the fireplace, chimney and wood stove in the Premises and issue a report concerning the same prior to their purchase of the Premises.

12. The Defendant, A. Keith Smith, t/d/b/a High Top Chimney, agreed to perform an inspection of the fireplace, chimney and wood stove and issue a report based on the inspection.

13. On or about August 21, 2007, the Defendant, A. Keith Smith, t/d/b/a High Top Chimney, performed an inspection of the fireplace, chimney and wood stove at the Premises.

14. On or about August 21, 2007, the Defendant, A. Keith Smith, t/d/b/a High Top Chimney, provided a written Condition Report to the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, based on his inspection. A copy of said Condition Report is attached hereto as Exhibit "A" and made part hereof.

15. The Plaintiffs, Robert M. Griggs and Wendy J. Griggs, paid the Defendant, A. Keith Smith, t/d/b/a High Top Chimney, his requested fee for performing the inspection and issuing the Condition Report.

16. On or about September 7, 2007, the Plaintiffs purchased the Premises.

17. In and around October and/or November of 2007, the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, intended to use the fireplace in the Premises and they hired Reed's Chimney & Aire Duct Cleaning to clean the chimney flues prior to using the fireplace.

18. On or about November 5, 2007, the Plaintiffs learned that the fireplace and chimney should not be used inasmuch as the smoke chamber in the same had several cracks and/or holes which made the fireplace and chimney unsafe for operation.

19. The Plaintiffs, Robert M. Griggs and Wendy J. Griggs, have been unable to use the fireplace since their purchase of the Premises due to the condition of the smoke chamber.

COUNT I - BREACH OF CONTRACT

20. The averments of Paragraphs 1 through 19 of this Complaint are incorporated herein by reference thereto.

21. At all times material hereto, the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, had an oral contract whereby the Defendant, A. Keith Smith, t/d/b/a High Top Chimney, agreed to properly and in a good and workmanlike manner and consistent with industry standards inspect the fireplace, chimney and wood stove in the Premises and identify any unsatisfactory, dangerous or deficient conditions of the same and to issue a report based on the inspection (hereinafter "Contract").

22. The Defendant, A. Keith Smith, t/d/b/a High Top Chimney, breached the Contract in the following respects:

- (a) failing to perform a proper and complete inspection of the fireplace and chimney;
- (b) failing to properly identify, notice or discover the cracks and/or holes in the smoke chamber which should have been visible upon a proper

inspection;

- (c) failing to properly identify, notice or discover the dangerous condition of the fireplace caused by the cracks and/or holes in the smoke chamber;
- (d) failing to properly record on the Condition Report the cracks and/or holes in the smoke chamber;
- (e) improperly identifying on the Condition Report that the smoke chamber was "Satisfactory";
- (f) failing to notify or otherwise make the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, aware of the cracks and/or holes in the smoke chamber;
- (g) failing to notify or otherwise make the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, aware of the dangerous condition of the fireplace and chimney caused by the cracks and/or holes in the smoke chamber;
- (h) failing to complete the inspection of the fireplace and chimney in a good and workmanlike manner and otherwise without the skill and expertise in such matters which the Defendant held himself out as possessing;
- (i) failing to complete the inspection of the fireplace and chimney in accordance with the industry standards; and
- (j) failing to use appropriate skill and expertise to perform the inspection and prepare the Condition Report.

23. As a result of the Defendant, A. Keith Smith, t/d/b/a High Top Chimney's, breach of the Contract, the Plaintiffs were unaware of the dangerous condition of the fireplace and chimney caused by the cracks and/or holes in the smoke chamber, and they completed the purchase of the Premises without such knowledge.

24. To their great detriment, the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, justifiably relied on the inspection and Condition Report performed and prepared by the Defendant, A. Keith Smith, t/d/b/a High Top Chimney, in making their decision to purchase the Premises.

25. As a result of the Defendant, A. Keith Smith, t/d/b/a High Top Chimney's, breach of the Contract, the Plaintiffs are going to incur expenses related to the repair of the fireplace and chimney, and the costs of said repairs is Ten Thousand Two Hundred and 00/100 Dollars (\$10,200.00).

26. The Defendant, A. Keith Smith, t/d/ab/a High Top Chimney, has failed to make payment for the aforesaid expenses despite repeated demands for the same.

27. The Plaintiffs, Robert M. Griggs and Wendy J. Griggs, fulfilled all of their obligations under the Contract.

WHEREFORE, the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, demand judgment against the Defendant, A. Keith Smith, individually and t/d/b/a High Top Chimney, in the amount of Ten Thousand Two Hundred and 00/100 Dollars (\$10,200.00) plus interest, costs and such other damages as the Court deems appropriate.

COUNT II - NEGLIGENCE

28. The averments of Paragraphs 1 through 27 of this Complaint are incorporated herein by referenced thereto.

29. At all times material hereto, the Defendant, A. Keith Smith, t/d/b/a High Top Chimney, was negligent and careless in performing the inspection and in issuing the Condition Report in the following particulars:

- (a) he failed to perform a proper and complete inspection of the fireplace and chimney;
- (b) he failed to properly identify, notice or discover the cracks and/or holes in the smoke chamber which should have been visible upon a proper inspection;
- (c) he failed to properly identify, notice or discover the dangerous condition of the fireplace caused by the cracks and/or holes in the smoke chamber;
- (d) he failed to properly record on the Condition Report the cracks and/or holes in the smoke chamber;
- (e) he improperly identified on the Condition Report that the smoke chamber was "Satisfactory";
- (f) he failed to notify or otherwise make the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, aware of the cracks and/or holes in the smoke chamber;
- (g) he failed to notify or otherwise make the Plaintiffs, Robert M. Griggs and

Wendy J. Griggs, aware of the dangerous condition of the fireplace and chimney caused by the cracks and/or holes in the smoke chamber;

- (h) he failed to complete the inspection of the fireplace and chimney in a good and workmanlike manner and otherwise without the skill and expertise in such matters which the Defendant held himself out as possessing;
- (i) he failed to complete the inspection of the fireplace and chimney in accordance with the industry standards; and
- (j) he failed to use appropriate skill and expertise to perform the inspection and prepare the Condition Report.

30. As a result of the Defendant, A. Keith Smith, t/d/b/a High Top Chimney's, aforementioned negligence and carelessness, the Plaintiffs were unaware of the dangerous condition of the fireplace and chimney caused by the cracks and/or holes in the smoke chamber, and they completed the purchase of the Premises without such knowledge.

31. To their great detriment, the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, justifiably relied on the inspection and Condition Report performed and prepared by the Defendant, A. Keith Smith, t/d/b/a High Top Chimney, in making their decision to purchase the Premises.

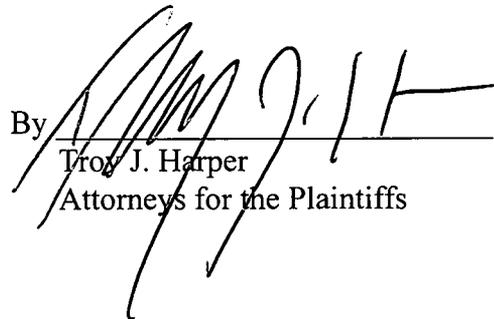
32. As a result of the Defendant, A. Keith Smith, t/d/b/a High Top Chimney's, negligence and carelessness, the Plaintiffs are going to incur expenses related to the repair of the fireplace and chimney, and the costs of said repairs is Ten Thousand Two Hundred and 00/100

Dollars (\$10,200.00).

33. The Defendant, A. Keith Smith, t/d/ab/a High Top Chimney, has failed to make payment for the aforesaid expenses despite repeated demands for the same.

WHEREFORE, the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, demand judgment against the Defendant, A. Keith Smith, individually and t/d/b/a High Top Chimney, in the amount of Ten Thousand Two Hundred and 00/100 Dollars (\$10,200.00) plus interest, costs and such other damages as the Court deems appropriate.

DENNISON, DENNISON & HARPER

By 
Troy J. Harper
Attorneys for the Plaintiffs

VERIFICATION

We verify that the averments made in the foregoing Complaint are true and correct to the best of our knowledge, information and belief. We understand that false statements herein made are subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.


Robert M. Griggs


Wendy J. Griggs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2019-CD

ROBERT M. GRIGGS and WENDY J. GRIGGS, husband and wife

vs

A. KEITH SMITH, individually and t/d/b/a HIGH TOP CHIMNEY
COMPLAINT

SERVICE # 1 OF 1

SERVE BY: 11/21/2008 HEARING: PAGE: 104817

DEFENDANT: A. KEITH SMITH ind & t/d/b/a HIGH TOP CHIMNEY
ADDRESS: 819 LUTHERSBURG ROCKTON ROAD
LUTHERSBURG, PA 15848

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

11-18-08-N/A 11-19-08 N/A
11:32 AM LEFT MESSAGE

SHERIFF'S RETURN

NOW, 11/21/08 AT 9:39 (AM) PM SERVED THE WITHIN

COMPLAINT ON A. KEITH SMITH ind & t/d/b/a HIGH TOP CHIMNEY, DEFENDANT

BY HANDING TO Sherri Smith, wife

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 819 Luthersburg ROCKTON ROAD Luthersburg Pa 15848

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR A. KEITH SMITH ind & t/d/b/a HIGH TOP CHIMNEY

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO A. KEITH SMITH ind & t/d/b/a HIGH TOP CHIMNEY

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nerlwo
Deputy Signature

Jerome M. Nerlwo
Print Deputy Name

S
FILED
3:36 PM
NOV 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FILED

DEC 09 2008

§ m/12:30/ [signature] (CW)
William A. Shaw
Prothonotary/Clerk of Courts
2 CENT TO ATT

ROBERT M. GRIGGS and WENDY J.
GRIGGS, husband and wife,

Plaintiffs,

Vs.

A. KEITH SMITH, individually and
t/d/b/a HIGH TOP CHIMNEY,

Defendant
Courtesy

Party:

CIVIL ACTION – LAW

No. 08-2019-C.D.

Type of Case: Civil Division

Type of Pleadings: Answer to
Complaint and New Matter

Filed on behalf of: Defendant
: Counsel of Record for this

Jay P. Lundy, Esquire
Supreme Court ID #: 94648
LUKEHART & LUNDY
219 East Union Street
PO Box 74
Punxsutawney, PA 15767
(814) 938-8110

8. Denied. After reasonable investigation, the Defendant is without sufficient knowledge or information to determine the truth or falsity of the averred statement. Strict proof of same is demanded at trial.

9. Denied. After reasonable investigation, the Defendant is without sufficient knowledge or information to determine the truth or falsity of the averred statement. Strict proof of same is demanded at trial.

10. Denied. After reasonable investigation, the Defendant is without sufficient knowledge or information to determine the truth or falsity of the averred statement. Strict proof of same is demanded at trial.

11. Admitted. In further response, inspection of the fireplace was visual, inspection of the chimney was visual, and inspection of the wood stove was visual.

12. Admitted. In further response, inspection of the fireplace, chimney, and wood stove was visual.

13. Admitted. In further response, said inspection of the fireplace, chimney, and wood stove was visual.

14. Admitted.

15. Admitted.

16. Denied. After reasonable investigation, the Defendant is without sufficient knowledge or information to determine the truth or falsity of the averred statement. Strict proof of same is demanded at trial.

17. Denied. After reasonable investigation, the Defendant is without sufficient knowledge or information as to form an opinion as to the truth or falsity of the averred statement, as such strict proof of same is demanded at trial. In further response, Defendant is aware that

Reed's Chimney and Air Duct Cleaning performed an inspection of the fireplace on November 5, 2007. See Exhibit A.

18. Denied if same is in reference to the Reed's Chimney and Air Duct Cleaning inspection report of November 5, 2007, which does not state that the fireplace and chimney should not be used, nor does it state that the fireplace and chimney are unsafe for operation. See Exhibit A.

19. Denied. After reasonable investigation, the Defendant is without sufficient knowledge or information so as to form an opinion as to the truth or falsity of the averred statement, as such strict proof of same is demanded at trial.

COUNT I: BREACH OF CONTRACT

20. No response is necessary.

21. Admitted. However, said inspection is visual only as stated at the bottom left corner of Exhibit B.

22a. Denied. Defendant did perform a proper and complete visual inspection of the fireplace and chimney as called for in the Condition Report.

22b. Denied. Based upon the visual inspection and the denial of the Plaintiff's granting the Defendant the right to clean the chimney, the discovery of cracks and/or holes in the smoke chamber would not be detectable.

22c. Denied. Notice or discovery of any dangerous condition or cracks and/or holes in the smoke chamber would not be identifiable based upon a visual inspection.

22d. Denied. The condition report was filled out properly based upon a visual inspection.

22e. Denied. Based upon a visual inspection, the smoke chamber was satisfactory at the time of Defendant's visual inspection.

22f. Denied. Defendant did not notify the Plaintiffs because he is unaware of cracks and/or holes in the smoke chamber because same would not be discernable in a visual inspection.

22g. Denied. Defendant is unaware of the dangerous condition of the smoke chamber because same would not be discernable in a visual inspection.

22h. Denied. Defendant did perform a visual inspection based upon good and workman like manner with sufficient knowledge and skill.

22i. Denied. Defendant properly inspected the fireplace and chimney per the terms of the contract, and what would be proper for an inspection which was visual in nature. Reference to industry standards is undefined and incapable of answer.

22j. Denied. Defendant did use appropriate skill to perform a visual inspection per the terms of the contract.

23. Denied. It is denied that there was a breach of the contract. After reasonable investigation the Defendant is without sufficient knowledge or information so as to form a belief of the truth or falsity of the averment and claim the fireplace and chimney were in a dangerous condition caused by cracks and/or holes in the smoke chamber, as set forth further in Defendant's New Matter, and after reasonable investigation the Defendant is without sufficient knowledge or information so as to form a belief to the truth or falsity of the averment that the Plaintiff was unaware of the alleged conditions and completed the purchase and thus same are denied.

24. Denied. It is denied that Plaintiffs suffered a "great detriment". After reasonable investigation, the Defendant is without sufficient knowledge so as to form an opinion as to the

truth or falsity as to what Plaintiffs relied upon in making their decision to purchase the premise.

As such, strict proof of same is demanded at trial.

25. Denied. It is denied there was breach of contract and therefore denied Plaintiffs are going to incur any costs.

26. Admitted. In further response, no payment is due from Defendant.

27. Admitted.

COUNT II - NEGLIGENCE

28. No response is necessary.

29a. Denied. Defendant did perform a proper and complete visual inspection of the fireplace and chimney as called for in the Condition Report.

29b. Denied. Based upon the visual inspection and the denial of the Plaintiff's granting the Defendant the right to clean the chimney, the discovery of cracks and/or holes in the smoke chamber would not detectable.

29c. Denied. Notice or discovery of any dangerous condition or cracks and/or holes in the smoke chamber would not be identifiable based upon a visual inspection.

29d. Denied. The condition report was filled out properly based upon a visual inspection.

29e. Denied. Based upon a visual inspection, the smoke chamber was satisfactory at the time of Defendant's visual inspection.

29f. Denied. Defendant did not notify the Plaintiffs because he is unaware of cracks and/or holes in the smoke chamber because same would not discernable in a visual inspection.

29g. Denied. Defendant is unaware of the dangerous condition of the smoke chamber because same would not discernable in a visual inspection.

29h. Denied. Defendant did perform a visual inspection based upon good and workman like manner with sufficient knowledge and skill.

29i. Denied. Defendant properly inspected the fireplace and chimney per the terms of the contract, and what would be proper for an inspection which was visual in nature. Reference to industry standards is undefined and incapable of answer.

29j. Denied. Defendant did use appropriate skill to perform a visual inspection per the terms of the contract.

30. Denied. It is denied that Defendant acted in negligent and careless manner. After reasonable investigation the Defendant is without sufficient knowledge or information so as to form a belief of the truth or falsity of the averment and claim the fireplace and chimney were in a dangerous condition caused by cracks and/or holes in the smoke chamber, as set forth further in Defendant's New Matter, and after reasonable investigation the Defendant is without sufficient knowledge or information so as to form a belief to the truth or falsity of the averment that the Plaintiff was unaware of the alleged conditions and completed the purchase and thus same are denied.

31. Denied. It is denied that Plaintiffs suffered a "great detriment". After reasonable investigation, the Defendant is without sufficient knowledge so as to form an opinion as to the truth or falsity as to what Plaintiffs relied upon in making their decision to purchase the premise. As such, strict proof of same is demanded at trial.

32. Denied. It is denied that Defendant acted in a negligent and careless manner and therefore denied Plaintiffs are going to incur any costs.

33. Admitted. In further response, no payment is due from Defendant.

WHEREFORE, the Defendant, Keith A. Smith, and t/d/b/a High Top Chimney, respectfully requests that the above Complaint be dismissed.

NEW MATTER

34. Plaintiffs were informed by the Defendant in the Comments Section of the Report that "Both flues should be cleaned before use". See Exhibit A.

35. Plaintiffs were informed by the Condition Report at the lower left corner that said inspection was visual only and "not as certification of the fire worthiness or safety".

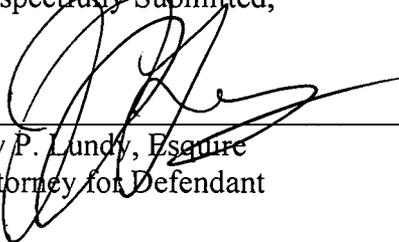
36. Upon inquire by Defendant, he was denied the opportunity by the Plaintiffs to clean the fireplace and chimney and smoke chamber.

37. At no time did the Plaintiffs advise that it was their intention to rely upon the inspection provided by Defendant for the purchase of the property, nor was that the understanding of the parties based upon the mutually agreed upon limited nature of the inspection.

38. Plaintiffs failed to acknowledge their understanding of which area of the chimney system appeared to be satisfactory and which are not satisfactory by not executing the "Customer Verification" section of the report.

Wherefore, the Defendant, A. Keith Smith, individually and t/d/b/a High Top Chimney, respectfully request judgment in his favor, thereby dismissing the complaint.

Respectfully Submitted,



Jay P. Lundy, Esquire
Attorney for Defendant

Verification

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

A handwritten signature in cursive script, appearing to read "A. Keith Smith".

A. Keith Smith

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104817
NO: 08-2019-CD
SERVICES 1
COMPLAINT

PLAINTIFF: ROBERT M. GRIGGS and WENDY J. GRIGGS, husband and wife
vs.
DEFENDANT: A. KEITH SMITH, individually and t/d/b/a HIGH TOP CHIMNEY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DENNISON	047147	10.00
SHERIFF HAWKINS	DENNISON	047146	78.09
SHERIFF HAWKINS	DENNISON	047184	

^S
FILED
0135261
FEB 10 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT M. GRIGGS and WENDY J.
GRIGGS, husband and wife,

Plaintiffs,

vs.

A. KEITH SMITH, individually and
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Defendant.

CIVIL ACTION - LAW

Number 2019 - 2008 C.D.

Type of Case: Civil Division

Type of Pleading: Reply to New Matter

Filed on behalf of: Plaintiffs

Counsel of Record for this Party:

Troy J. Harper
Supreme Court Number: 74753

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED ^{no cc}
09:03:01
MAR 02 2009 (60)

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William A. Shaw
Prothonotary/Clerk of Courts

ROBERT M. GRIGGS and WENDY J.
GRIGGS, husband and wife,

Plaintiffs,

vs.

A. KEITH SMITH, individually and
t/d/b/a HIGH TOP CHIMNEY,
Defendant.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania

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* Civil Action - Law

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* Number 2019 - 2008 C.D.

REPLY TO NEW MATTER

AND NOW, come the Plaintiffs, ROBERT M. GRIGGS and WENDY J. GRIGGS,
husband and wife, by and through their attorneys, Dennison, Dennison & Harper, who file the
following Reply to New Matter:

34. The averments of Paragraph 34 of the New Matter are admitted insofar as the words
“Both flues should be cleaned before use.” is contained within the “Comments” Section of the
Report issued by the Defendant, but it is denied that this represents the only language contained
in the “Comments” section, and said section speaks for itself. It is denied that the Defendant ever
requested that the flues be cleaned as part of the inspection process before issuing his Report. It
is also denied that the flues needed to be cleaned to identify the cracks and holes in the smoke
chamber as set forth in the Plaintiffs’ Complaint. Such holes and cracks in the smoke chamber
were apparent by visual inspection to those individuals holding themselves out as experienced
fireplace and chimney inspectors, such as the Defendant, prior to any cleaning of the fireplace,
smoke chamber, flue or otherwise. By way of further response, the averments of the Plaintiffs’

Complaint are incorporated herein by reference thereto.

35. The averments of Paragraph 35 of the New Matter are admitted only insofar as there is a preprinted form "Note" on the Report prepared by the Defendant. By way of further response, Paragraph 35 of the Defendant's New Matter fails to set forth the complete provision of the "Note", and the same speaks for itself. Moreover, it is clear that said "Note" was intended to address latent construction defects. In addition, the Plaintiffs specifically contracted with the Defendant for the Defendant to perform an inspection of the fireplace, chimney and wood stove for safety and operational worthiness purposes. The Defendant was fully aware at the time he performed the inspection and issued the Report that his inspection was going to be relied upon by the Plaintiffs in evaluating their decision to complete the purchase of the residence wherein those items were located. The averments of the Plaintiffs' Complaint are also incorporated herein in response.

36. Denied. On the contrary, the Plaintiffs specifically contracted with the Defendant for the Defendant to perform an inspection of the fireplace, chimney and wood stove for safety and operational worthiness purposes. The Defendant was fully aware at the time he performed the inspection and issued the Report that his inspection was going to be relied upon by the Plaintiffs in evaluating their decision to complete the purchase of the residence wherein those items were located. Moreover, at no time did the Defendant inform the Plaintiffs that he needed to clean the fireplace, flue, chimney or smoke chamber in order to complete an inspection of the same and to issue his Report. Further, based on the Report the Defendant issued to the Plaintiffs wherein he

recommended that flues be cleaned before use of the fireplace, the Plaintiffs sought a quote from the Defendant for providing such a cleaning as well as other repairs recommended in the Report, and said Defendant provided a bid to the Plaintiffs for the same. The averments of the Plaintiffs' Complaint are also incorporated herein in response.

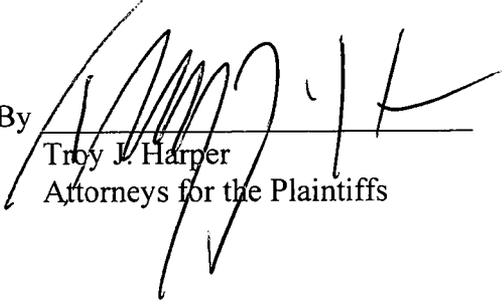
37. Denied. At all times material hereto, the Defendant was aware the Plaintiffs were considering purchasing the residence in which the fireplace was located, and he was fully aware that he had been retained to perform an inspection of the fireplace, chimney and wood stove as part of the Plaintiffs' home inspection process prior to purchasing the home and knowing the Plaintiffs were going to rely on the Defendant's inspection and Report. The averments of the Plaintiffs' Complaint are also incorporated herein in response.

38. The averments of Paragraph 38 of the Defendant's New Matter are admitted only insofar as the Plaintiffs did not sign the "Customer Verification" section of the Report. It is denied that the Plaintiffs did not understand which areas of the chimney system appeared to be satisfactory and which were unsatisfactory based on the Defendant's Report. On the contrary, the Defendant's Report sets forth various items which were noted as satisfactory and certain items which were noted as unsatisfactory upon which the Plaintiffs relied. Moreover, the Defendant delivered the Report to the Plaintiffs, and the Plaintiffs paid for the same. By way of further response, the other averments of this Reply and the averments of the Plaintiffs' Complaint are incorporated herein in response thereto.

WHEREFORE, the Plaintiffs, Robert M. Griggs and Wendy J. Griggs, demand judgment against the Defendant, A. Keith Smith, individually and t/d/b/a High Top Chimney, in the amount of Ten Thousand Two Hundred and 00/100 Dollars (\$10,200.00) plus interest, costs and such other damages as the Court deems appropriate.

DENNISON, DENNISON & HARPER

By



Troy J. Harper
Attorneys for the Plaintiffs

VERIFICATION

We verify that the averments made in the foregoing Reply to New Matter are true and correct to the best of our knowledge, information and belief. We understand that false statements herein made are subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.


Robert M. Griggs


Wendy J. Griggs

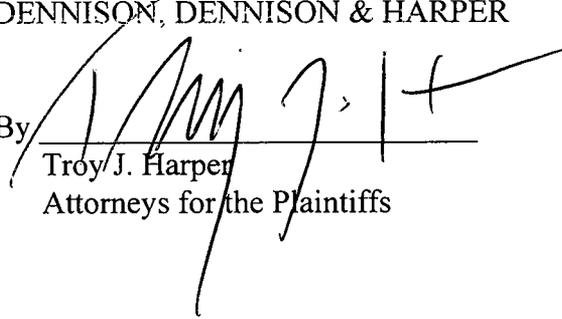
CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Reply to New Matter was served on the 26th day of February, 2009, by United States Mail, First Class, Postage Prepaid, addressed to the following:

Jay P. Lundy, Esq.
Lukehart & Lundy
219 East Union Street
P.O. Box 74
Punxsutawney, Pennsylvania 15767

DENNISON, DENNISON & HARPER

By



Troy J. Harper
Attorneys for the Plaintiffs

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT M. GRIGGS and WENDY J.
GRIGGS,

Plaintiffs,

vs.

A. KEITH SMITH, individually
and t/d/b/a HIGH TOP CHIMNEY,
Defendant.

CIVIL ACTION - LAW

Number 2019 - 2008 C. D.

Type of Case: Civil Division

Type of Pleading: Certificate
of Readiness

Filed on Behalf: Plaintiffs

Counsel of Record for this Party:
Troy J. Harper

Supreme Court Number: 74753

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

APR 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd.
20.00

NoCC

GL

VA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS		TO THE PROTHONOTARY
To be executed by Trial Counsel Only		
Case Number 2019-2008 C.D.	Type Trial Requested	Estimate Trial Time
Date Complaint Filed:	() Jury () Non-jury (X) Arbitration	<u> 1/2 </u> day

Plaintiff(s):
Robert M. Griggs and Wendy J. Griggs
_____ ()

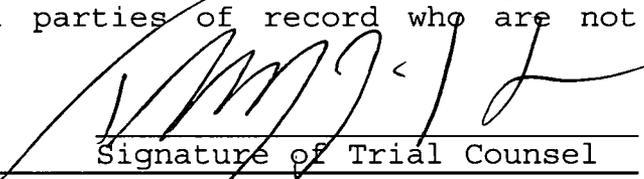
Defendant(s): Check block if a minor is a party to the case
A. Keith Smith, individually and t/d/b/a High Top Chimney ()

Additional Defendant(s)
N/A ()

Jury Demand Filed By: N/A	Date Jury Demand Filed: N/A
Amount at Issue Consolidation	Date Consolidation Ordered
\$10,200.00+ () Yes (X) No	N/A

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

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



Signature of Trial Counsel

COUNSEL WHO WILL ACTUALLY TRY CASE	
For the Plaintiff(s): <u>Troy J. Harper</u>	Telephone Number (814) 849-8316
For the Defendant(s): <u>Jay P. Lundy</u>	Telephone Number (814) 938-8110
For the Additional Defendant(s): N/A	Telephone Number

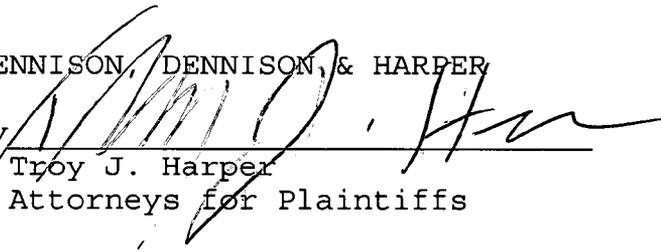
CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Appearance was served on the 28th day of April, 2009, by United States Mail, First Class, postage prepared, addressed to the following:

Jay P. Lundy, Esq.
Lukehart & Lundy
219 East Union Street
P. O. Box 74
Punxsutawney, PA 15767

DENNISON, DENNISON, & HARPER

By


Troy J. Harper

Attorneys for Plaintiffs

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT M. GRIGGS and WENDY J. GRIGGS, husband and wife, :

Plaintiffs, :

Vs. :

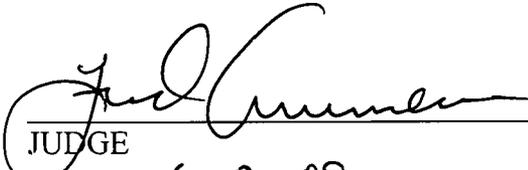
A. KEITH SMITH, individually and t/d/b/a HIGH TOP CHIMNEY, :

Defendant :

No. 08-2019-CD

ORDER

Following an Objection to Certificate of Readiness filed by the Defendant, IT IS
HEREBY ORDERED AND DECREED, that a Rule to Show Cause as to why the Defendant's
Objection should be sustained shall be held on the 2nd day of July 3:00 p.m.
2009, in the # 1 Courtroom, Clearfield County, Pennsylvania.



JUDGE
6-2-09

FILED 200
11:16 AM
JUN 05 2009
Att. Lundy
William A. Shaw
Prothonotary/Clerk of Courts

LA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT M. GRIGGS and WENDY J.
GRIGGS, husband and wife,

Plaintiffs,

Vs.

A. KEITH SMITH, individually and
t/d/b/a HIGH TOP CHIMNEY,

Defendant

No. 08-2019-CD

FILED

JUL 01 2009

12:30 PM
William A. Shaw

Prothonotary/Clerk of Courts

Case to Larry
↓

WARR

STIPULATED ORDER

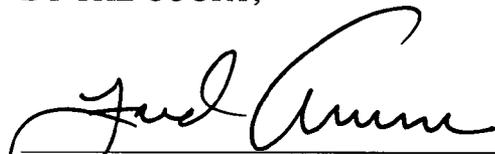
AND NOW, this 1 day of July, 2009, the Defendant

having filed an Objection to the Plaintiff's Certificate of Readiness for Arbitration and a Rule to Show Cause having been issued for July 2, 2009, at 3:00 p.m., on the same, and the Court having been informed that the parties have reached a stipulation concerning the Objection to Certificate of Readiness for Arbitration and upon consent of said parties, this Honorable Court enters the following Order:

IT IS HEREBY ORDERED that:

- (1) the Objection to Certificate of Readiness is withdrawn;
- (2) the parties shall complete prearbitration discovery on or before September 15, 2009;
- (3) the Court Administrator shall schedule this matter for an Arbitration Hearing to be conducted on a date after September 15, 2009;
- (4) the parties reserve the right to conduct additional discovery after September 15, 2009, so long as the same does not delay any scheduled Arbitration Hearing.

BY THE COURT,


JUDGE

ORIGINAL

FILED

SEP 22 2009

m/9:30/W

William A. Shaw
Prothonotary/Clerk of Courts

NO C/C

(610)

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT M. GRIGGS and WENDY
J. GRIGGS,

Plaintiffs,

vs.

A. KEITH SMITH t/d/b/a HIGH TOP
CHIMNEY,

Defendant.

CIVIL ACTION - LAW

Number 2019 - 2008, C. D.

Type of Case: Civil Division

Type of Pleading: Certificate of Service

Filed on Behalf of: Plaintiffs

Counsel of Record for this Party:
Troy J. Harper

Supreme Court Number: 74753

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

ROBERT M. GRIGGS and WENDY J.
GRIGGS,
Plaintiffs,

vs.

A. KEITH SMITH, individually and
t/d/b/a HIGH TOP CHIMNEY,
Defendant.

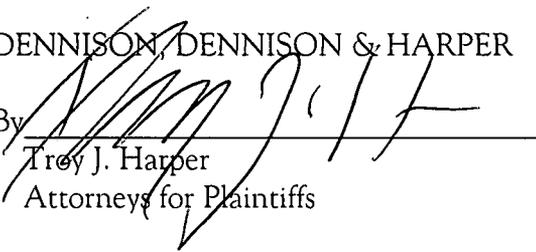
* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
* Civil Action - Law
*
*
*
*
*
* Number 2019 - 2008 C. D.

CERTIFICATE OF SERVICE

I hereby certify that an original and one copy of Answers and Objections to Defendant's First Set of Interrogatories and Request for Production of Documents and an original and one copy of Answers and Objections to Defendant's Second Set of Interrogatories and Request for Production of Documents in the above matter were served on the Defendant, A. Keith Smith, individually and t/d/b/a High Top Chimney, on the 21st day of September, 2009, by United States Mail, First Class, postage prepaid, addressed to his attorney, Jay p. Lundy, Esq., Lukehart & Lundy, 219 East Union Street, P. O. Box 74, Punxsutawney, PA 15767.

DENNISON, DENNISON & HARPER

By


Trey J. Harper
Attorneys for Plaintiffs

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT M. GRIGGS and WENDY J.
GRIGGS, husband and wife,

Plaintiffs,

vs.

A. KEITH SMITH, individually and
t/d/b/a HIGH TOP CHIMNEY,

Defendant.

CIVIL ACTION - LAW

Number 2019 - 2008 C.D.

Type of Case: Civil Division

Type of Pleading: Notice of Intent to
Introduce Documents Pursuant
to Pa.R.C.P. 1305 and 46 J.D.R.C.P. 1306

Filed on behalf of: Plaintiffs

Counsel of Record for this Party:

Troy J. Harper
Supreme Court Number: 74753

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

m/12-12um
DEC 09 2009

NOCC.

5

William A. Shaw
Prothonotary/Clerk of Courts

WAS

ROBERT M. GRIGGS and WENDY J.
GRIGGS, husband and wife,

Plaintiffs,

vs.

A. KEITH SMITH, individually and
t/d/b/a HIGH TOP CHIMNEY,
Defendant.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania

*

*

* Civil Action - Law

*

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*

*

* Number 2019 - 2008 C.D.

**NOTICE OF INTENT TO INTRODUCE DOCUMENTS PURSUANT TO
PA.R.C.P. 1305 and 46 J.D.R.C.P. 1306**

TO: A. Keith Smith, individually and t/d/b/a High Top Chimney
Jay P. Lundy, Esq.
Lukehart & Lundy
219 East Union Street
P.O. Box 74
Punxsutawney, Pennsylvania 15767

AND NOW, come the Plaintiffs, ROBERT M. GRIGGS and WENDY J. GRIGGS, by
their attorneys, Dennison, Dennison & Harper, who give notice to the Defendant of their intent to
introduce the following documents, copies of which are attached hereto, into evidence pursuant
to Pa.R.C.P. 1305 of the Pennsylvania Rules of Civil Procedure and 46 J.D.R.C.P. 1306:

1. Proposal of Bowman Masonry dated April 29, 2009
2. Proposal of Bowman Masonry dated November 16, 2007
3. Invoice and Report of Reed's Chimney & Aire Duct Cleaning
dated November 5, 2007

PROPOSAL

BOWMAN MASONRY

1993 Turnpike Ave. Ext
Clearfield, Pa. 16830
814-765-6095 fax 814-765-6691

Proposal No.

Sheet No.

Date *April 29 2009*

Proposal Submitted To

Work To Be Performed At

Name *Robert Griggs*
Street *1096 TREASURE LAKE*
City *DuBois*
State *PA. 15801*
Telephone Number *(814) 371-0304*

Street _____
City *DuBois* State *Pa.*
Date of Plans _____
Architect _____

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

*Scope A - Removing All of the exterior bricks down to the wood deck & haul away.
Lay up new bricks to match the original ones, approx 15' high.
Cobble the bricks at the top and put the existing rain caps back on.
\$ 8,200.*

*Scope B - Remove All of the masonry down to the wood deck level and haul away.
This means All brick, block, and flue liners.
Rebuild everything with all new blocks, bricks and flue liners approx 15' high.
Cobble the bricks at the top and put the existing rain caps back on.
\$ 10,700.00*

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

with payments to be made as follows:

*Half of the total amount before we begin
and the balance in full upon completion.*

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

Bowman Masonry

Respectfully submitted

Bryan Bowman
Per *Bowman Masonry*

Note - This proposal may be withdrawn by us if not accepted within 90 days

ACCEPTANCE OF PROPOSAL

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

Signature _____

Date _____ Signature _____

PROPOSAL

BOWMAN MASONRY

1993 Turnpike Ave. Ext
Clearfield, Pa. 16830
814-765-6095 fax 814-765-6691

Proposal No.

Sheet No.

Date Nov. 16, 2007

Proposal Submitted To

Work To Be Performed At

Name Robert Griggs
Street 1096 TREASURE LAKE
City DuBois
State PA. 15801
Telephone Number (814) 371-0304

Street _____
City DuBois State Pa.
Date of Plans _____
Architect _____

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

Scope A - Removing all of the exterior bricks down to the wood deck & haul away.
Lay up new bricks to match the original ones, approx 15' high.
Corble the bricks at the top and put the existing rain caps back on.
\$ 7800.

Scope B - Remove all of the masonry down to the wood deck level and haul away.
This means all brick, block, and flue liners.
REBUILD EVERYTHING with all new blocks, bricks and flue liners approx 15' high.
Corble the bricks at the top and put the existing rain caps back on.
\$ 10,200.00

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

with payments to be made as follows:

HALF OF THE TOTAL AMOUNT BEFORE WE BEGIN
AND THE BALANCE IN FULL UPON COMPLETION.

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

Respectfully submitted Cary Bowman
Per Bowman Masonry

Note - This proposal may be withdrawn by us if not accepted within 90 days

Bowman Masonry

ACCEPTANCE OF PROPOSAL

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

Signature _____

Date _____ Signature _____

814-849-5830



Reed's Chimney & Aire Duct Cleaning

(Relining and Accessories - Dryer Vent Cleaning)

910 Snyder Road
Brookville, PA 15825

Annual Cleaning Saves Lives and Money

Date 11-5-07

Name Robert Griggs

Address 1096 T.L.

City Du Bois, Pa 15801

Phone 371-0304

Bill

Complete Duct Cleaning		
Sanitize & Deodorize Duct System		
Clothes Dryer Vents		
Other Services		
Chimney Cleaning		
Inspections <u>1- FP Inspection</u>	<u>55</u>	<u>00</u>
<u>SMOKE SAFE CHAMBER ON RIGHT &</u>		
<u>LEFT BACK are CRACKED & HAS</u>		
<u>HOLES IN</u>		
<u>POOR</u>		

*Thank you
Bill*

I understand that Reed's Chimney & Aire Duct Cleaning
will not be liable for damages caused by deficiencies or hazards
as stated above.

TAX	<u>3</u>	<u>30</u>
TOTAL	<u>58</u>	<u>30</u>

Signature Robert Griggs
God Bless America!

JOB INVOICE

HIGH TOP CHIMNEY

R.D.#1 Box 186A
Luthersburg, PA 15848
(814) 371-3041

TO	<i>Robert Griggs</i>
ADDRESS	<i>Sec 10 Lot 5 T Lake Dubois Pa 15801</i>
ATTENTION	

DATE ORDERED	ORDER TAKEN BY
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION	
JOB PHONE	STARTING DATE
TERMS	

<i>2</i>	<i>Complete Sweeps. Crown Seal</i>	<i>125⁰⁰ 135⁰⁰</i>	
<i>1</i>	<i>13x13 S.S. Cap</i>	<i>89⁰⁰</i>	
<i>1</i>	<i>8 1/2 x 13 S.S. Cap</i>	<i>79</i>	
	<i>Taxable</i>	<i>168⁰⁰</i>	<i>168⁰⁰</i>

*Clean Flues.
Replace caps with S.S.
Seal Crown.*

WORK ORDERED BY
DATE ORDERED
DATE COMPLETED

TOTAL LABOR	<i>260⁰⁰</i>
TOTAL MATERIALS	<i>168⁰⁰</i>
TOTAL MISCELLANEOUS	
SUBTOTAL	
<i>Materials</i> TAX	<i>10.08</i>
GRAND TOTAL	<i>438.08</i>

CUSTOMER APPROVAL SIGNATURE _____

AUTHORIZED SIGNATURE *Albert Smith*



Invoice

21405-873

Pillar To Post Home Inspections
810 Shamokin Trail
DuBois, PA
15801
(814) 583-5041
cantodj@key-net.net

DATE
17-Aug-2007

590 4890

Sold To: Bob Griggs
16 Richards St
Brookville, Pennsylvania 15825

Property: Sec.10 Lot 5 Treasure Lake
DuBois, Pennsylvania 15801

Visual Inspection	\$255.00
RADON TEST	#120.00

#375.00

Sub Total	\$255.00
Tax @ 0.00%	\$0.00

TOTAL	\$255.00 #375.00
-------	--------------------------------

PD IN FULL
8-17-07
JAC
C#418

VISUAL INSPECTION AGREEMENT
PLEASE READ THIS AGREEMENT CAREFULLY
THIS AGREEMENT SUPERCEDES ALL PREVIOUS COMMUNICATIONS

Property: Sec.10 Lot 5 Treasure Lake
DuBois, Pennsylvania 15801

Client: Bob Griggs
Address: 16 Richards St
Brookville, Pennsylvania 15825

Phone:

Real Estate Co. Howard Hanna
Insp. Fee: \$255.00
Additional Fees: \$0.00
Tax: \$0.00
Total: \$255.00

Agent: Peggy Snell
Paid By: Bob Griggs
Date Paid: 17 Aug 2007
Payment Method: Check
Report Provided To: Bob Griggs

1. THIS AGREEMENT, made and entered into on this 17th day of August 2007, **visual inspection of the Property only.** The inspection is performed in accordance with the **Standards of Practice of the National Association of Home Inspectors (NAHI[®])** and in accordance with any applicable State or Provincial specific standards. **This is not a Building Code inspection, title examination, nor a By-law compliance inspection.** The Inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use. The inspection fee is based on a single visit to the property; additional fees may be charged for any subsequent visits required by the Client. If the Inspector is called upon to prepare for litigation or give testimony as a result of the inspection, additional fees shall be charged at the Inspector's then current hourly rate for any time spent, including, but not limited to, research, consultation, additional inspection time, preparation of reports, travel, time waiting to testify, and court appearances.
2. **The Client will receive a written report of Inspector's observations of the accessible features of the Property.** Subject to the terms and conditions stated herein, the inspection includes the visual examination of the home's exterior including roof and chimney, structure, electrical, heating and cooling systems, insulation, plumbing, and interior including floors, walls, ceiling and windows; it is a reasonable effort to disclose the condition of the house based on a visual inspection. Additionally, Inspector will functionally operate major built-in appliances. Conditions beyond the scope of the inspection will not be identified. No engineering services are offered.
3. **This Inspection Report is based on the condition of the Property existing and apparent as of the time and date of the inspection.** Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility of areas of the Property, etc. A defect that was apparent on any date prior to the inspection date may not be apparent on the inspection date. Without dismantling the house or its systems, there are limitations to the inspection. Throughout any inspection, inferences are drawn which cannot be confirmed by direct observation. Clues and symptoms often do not reveal the extent or severity of problems. Therefore, the inspection and subsequent Inspection Report may help reduce the risk of purchasing the property; however, an inspection does not eliminate such risk nor does the Inspector assume such risk. While some of the less important deficiencies are addressed, an all inclusive list of minor building flaws is not provided. **Inspector is neither responsible nor liable for the non-discovery of any patent or latent defects in materials, workmanship, or other conditions of the Property, or any other problems which may occur or may become evident after the inspection time and date.** Inspector is neither an insurer nor guarantor against defects in the building and improvements, systems or components inspected. Inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected. Inspector assumes no responsibility for the cost of repairing or replacing any unreported defects or conditions, nor is Inspector responsible or liable for any future failures or repairs.

4. **Unless prohibited by applicable law, Inspector and its employees are limited in liability to the fee paid for the inspection services and report** in the event that Client or any third party claims that Inspector is in any way liable for negligently performing the inspection or in preparing the Inspection Report, for any breach or claim for breach of this Visual Inspection Agreement or for any other reason or claim. The inspection report is provided solely for the benefit of the Client and may not be relied upon by any other person. The Inspector will not review any other inspection report prior to preparing the Inspection Report provided pursuant to this Agreement unless a copy of the prior report is provided to the Inspector prior to the beginning of the inspection. The Client shall not rely on any other inspection report prepared at any time by the Inspector that is not prepared for or addressed to the Client.
5. **Inspections are done in accordance with NAHI[®] Standards, are visual, and are not technically exhaustive.**

The following items are specifically excluded from the inspection:

- 5.1. water softening systems,
- 5.2. security systems,
- 5.3. telephone and cable TV cables,
- 5.4. timing systems,
- 5.5. swimming pools and spas,
- 5.6. underground or concealed pipes,
- 5.7. sewer lines,
- 5.8. septic systems,
- 5.9. electrical lines and circuits,
- 5.10. central vacuum systems,
- 5.11. central air conditioning when outside temperature is below 65° F or 18° C,

and any other condition, item, system or component which by the nature of their location are concealed or otherwise difficult to inspect or which the Inspector cannot visually examine. Excluded is the assurance of a dry basement or crawl space; also excluded is the assurance that double and triple pane glazing seals in windows are intact. Inspector will not dismantle any component or system; full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection.

6. Inspector will not conduct geological tests; will not inspect inaccessible or concealed areas of the Property; will not enter dangerous areas of the Property; will not inspect for environmental concerns such as hazardous substances or gasses, including but not limited to,
 - 6.1. radon gas,
 - 6.2. asbestos,
 - 6.3. formaldehyde;
or for pests such as
 - 6.4. wood destroying organisms,
 - 6.5. insects,
 - 6.6. rodents;
 - 6.7. fungus including but not limited to mold and mildew.
7. Inspector examines a representative sample of components that are identical and numerous, such as electrical outlets, bricks, shingles, windows, etc., and does not examine every single one of these identical items, therefore, some detectable deficiencies may go unreported.
8. The inspection excludes defects such as cracking, leaking, surface discolorations, or landslides resulting from hidden defects, including but not limited to, water leaks, land subsidence, or other geological problems. The inspection also excludes merely cosmetic features, including but not limited to, paint, wall coverings, carpeting, floorings, paneling, lawn, and shrubs. The Inspector is not required to determine property boundary lines or encroachments.
9. Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by Inspector, the Inspection Report provided to the Client by Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector hereunder, shall be submitted to arbitration in accordance with the applicable rules of Construction Arbitration Services, Inc. Each party to the dispute shall be responsible for their own costs for the arbitration process. The dispute shall be submitted to a sole arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Unless applicable law requires otherwise, arbitration shall occur in the county or judicial district in which the Inspector's principal place of business is located. Secondary or consequential damages are specifically excluded. In the event that any dispute arises out of the Inspection or Inspection Report, and proceedings are commenced by the Client, if the Client is unsuccessful in maintaining the claim, then the Client shall be liable to the Inspector for all charges, expenses, costs and legal fees (on a lawyer and client basis) incurred by the Inspector on a complete indemnity basis, including a reasonable fee for all the time spent by the Inspector or Inspector's personnel in investigating, research, preparation for, and attendance at court hearings and examinations. **Unless prohibited by applicable law, any claims must be presented within one (1) year from the date of the inspection; Inspector shall have no liability for any claims presented more than one (1) year after the date of the inspection.**

10. The Inspector shall have the right to examine the subject matter and area of any claim or potential claim against the Inspector arising herefrom and the right to offer a resolution prior to Client's performance of any remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property) The right of examination herein is a condition precedent to the commencement of any claim by the Client against the Inspector for any reason including negligence or breach of any term hereof. The Client shall not file or commence any claim against the Inspector in any jurisdiction until he has notified the Inspector of his complaint and made reasonable efforts to afford the Inspector an opportunity to complete such examination.
11. This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersedes any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.
12. **THE INSPECTION REPORT DOES NOT CONSTITUTE A WARRANTY, GUARANTEE OR INSURANCE POLICY OF ANY KIND.** THERE ARE NO WARRANTIES MADE AGAINST ROOF LEAKS, WET BASEMENTS, OR MECHANICAL BREAKDOWNS. THE REPORT IS A PROFESSIONAL OPINION BASED ON A VISUAL INSPECTION OF THE ACCESSIBLE AREAS AND FEATURES OF THE PROPERTY AS OF THE DATE AND TIME OF THE INSPECTION AND IS NOT A LISTING OF REPAIRS TO BE MADE. THE REPORT IS NOT AN ASSESSMENT NOR IS IT AN APPRAISAL. NEITHER THE INSPECTOR NOR PILLAR TO POST INC. IS ASSOCIATED WITH ANY SELLER, BUYER, CONTRACTOR, LAWYER OR REALTOR. INSPECTOR AND ITS EMPLOYEES ARE LIMITED IN LIABILITY TO THE FEE PAID FOR THE INSPECTION SERVICES AND REPORT.
13. THE INSPECTION PROCESS IS A TWO PART SYSTEM: THE VERBAL SURVEY AND THE REPORT. AS SUCH, THIS REPORT IS NOT TRANSFERABLE TO THIRD PARTIES AS IT WILL NOT CLEARLY CONVEY THE INFORMATION HEREIN. THIS REPORT IS PREPARED BY INSPECTOR AT YOUR REQUEST, ON YOUR BEHALF, AND FOR YOUR USE AND BENEFIT ONLY; THIS REPORT AND ANY MEMORANDA OR INFORMATION PROVIDED TO YOU PURSUANT TO THIS INSPECTION AGREEMENT ARE NOT TO BE USED, IN WHOLE OR IN PART, OR RELEASED TO ANY OTHER PERSON WITHOUT INSPECTOR'S PRIOR WRITTEN PERMISSION. CLIENT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS INSPECTOR AND PILLAR TO POST INC. IF, THROUGH THE UNAUTHORIZED DISTRIBUTION OF THIS REPORT, ANY THIRD PARTY BRINGS A CLAIM AGAINST INSPECTOR OR PILLAR TO POST INC. RELATING TO THE INSPECTION OR INSPECTION REPORT.
14. RELATIONSHIPS/THIRD PARTY PROVIDERS. PILLAR TO POST INC. MAY HAVE AN AFFILIATION WITH THIRD-PARTY SERVICE PROVIDERS ("TPSP") IN ORDER TO OFFER VALUE-ADDED SERVICES TO CLIENTS. PILLAR TO POST INC. AND THE INSPECTOR MAY RECEIVE COMPENSATION FOR SUCH SERVICES. PILLAR TO POST INC. MAY ALSO ARRANGE FOR THESE TPSPs TO SEND LITERATURE OR MAKE POST-INSPECTION CONTACT WITH THE CLIENT. BY EXECUTING THIS AGREEMENT, THE CLIENT EXPRESSLY CONSENTS TO THE DISCLOSURE OF CLIENT'S PERSONAL INFORMATION TO PILLAR TO POST INC. AND TPSPs. IF CLIENT DOES NOT WISH TO RECEIVE LITERATURE FROM OR BE CONTACTED BY TPSPs, CLIENT SHALL SIMPLY NOTIFY THE INSPECTOR.
15. Schedules indicated below and attached form part of this agreement. In the event of any conflict between a schedule and the provisions of this agreement, the provisions of the schedule will apply to the extent of the conflict.

Attached Schedules: N/A

By initialing here (____), you authorize us to distribute copies of the Report to the real estate agents directly involved in this transaction, who are not designated beneficiaries of the Report, intended or otherwise.

I hereby authorize the inspection of this Property having read and understood this Agreement:

Signature of Client or Client's Representative

____/____/_____
Date Signed (mm/dd/yyyy)



Signature of Authorized Inspector.

FRANCHISEE: Pillar To Post Home Inspections

ADDRESS: 810 Shamokin Trail
DuBois, PA 15801

INSPECTED BY: Daniel J. Canton

Spoke with Seller [] Yes No

Inspection Time: 17-Aug-2007 12:00 PM



Pillar To Post

8/17/2007 12:11:53 PM

Sec.10 Lot 5 Treasure Lake, DuBois, Pennsylvania 15801

PROPERTY AND SITE

LIMITATION: Restricted/No Access Debris/Obstruction Snow/Ice Cover Vegetation/Tree/Shrub
CONDITIONS: Sunny Cloudy Snow Approx. Temperature 75
 Dry Ground Approx. Hydrant Distance

BUILDING Approx. Years Old 20 Condo Rural
 Ranch Bi-Level 2 Story 3 Story
 Semi-Detached Plex Row/Town Other

LANDSCAPING
 Maintain air space between dwelling and landscaping shrubs, to reduce moisture, condensation and related damages.

LANDSCAPING Slope to House Good Condition
 Flower Bed Hedge/Shrub Tree/Vine Ravine
 Earth to Wood Site Erosion No Swale Other

DRIVEWAY
 Maintain protective seal on driveway to get normal useful life from it.

DRIVEWAY Slopes to House No Visible Damage Noted
 Paving Stone Gravel Concrete Asphalt

DECK/PATIO
 Recommend caulking along edge where siding meets deck to reduce water intrusion between the two and possible damage. Maintain protective seal on decking and exterior wood to protect it from moisture and water related damages.

WALKWAY/PATH Slopes to House No Visible Damage Noted
 Paving Stone Patio Block Concrete Asphalt

PORCH Unsecured No Visible Damage Noted
 Metal Wood Concrete Brick/Block
 Crack/Spalling Corrosion Rot Repaint

DECK/PATIO RAILING
 Space between railings on porch/deck could be hazardous to a child. Recommend alterations.

LIGHTING None Unsecured Operational
RECEPTACLE Damaged/No Cover Operational

RAILING Unsecured Not Applicable
 Metal Wood Incomplete None

DECK/ PATIO Unsecured No Visible Damage Noted
 Wood Brick/Block Concrete Metal
 Slope to House Paving Stone Patio Block Stone
 Crack/Spalling Deterioration Mold/Mildew Rot

RAILING Unsecured No Visible Damage Noted
 Metal Wood Incomplete None

RETAINING WALL Not Stable Not Applicable
 No Weep Holes Wood Concrete Stone
 Crack/Spalling Deterioration Rot Leans



For the purpose of this report your house faces:

FRONT



EXTERIOR

LIMITATION	Clearance <input type="checkbox"/>	Seasonal Storm Window <input type="checkbox"/>	Debris/Obstruction <input type="checkbox"/>	Shrub/Tree/Hedge/Vines/Ivy <input type="checkbox"/>
	Snow/Ice Cover <input type="checkbox"/>	Restricted/No Access <input type="checkbox"/>	Parged <input checked="" type="checkbox"/>	Other <input type="checkbox"/>
FOUNDATION WALL	Not Exposed <input type="checkbox"/>	No Visible Damage Noted		DOORS
	Poured Concrete <input type="checkbox"/>	Block <input checked="" type="checkbox"/>	Brick <input type="checkbox"/>	Stone <input type="checkbox"/>
	Exterior Rigid Insulation <input type="checkbox"/>	PWF/Wood <input type="checkbox"/>	Piling/Pier <input type="checkbox"/>	Maintain weather stripping on all exterior doors to help reduce heating cost.
	Crack/Spalling <input type="checkbox"/>	Mildew/Mold <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Frost Heave <input type="checkbox"/>
WALL SURFACE	No Ground Clearance <input type="checkbox"/>	No Visible Damage		BASEMENT WALKOUT
	Aluminum <input type="checkbox"/>	Composite <input type="checkbox"/>	Brick <input checked="" type="checkbox"/>	Stone <input type="checkbox"/>
	Stucco <input type="checkbox"/>	Vinyl Siding <input checked="" type="checkbox"/>	Wood Siding <input type="checkbox"/>	Steel/Shgl <input type="checkbox"/>
	Split/Loose <input type="checkbox"/>	Repoint <input type="checkbox"/>	Repaint <input type="checkbox"/>	Recaulk <input type="checkbox"/>
	Crack/Spalling <input type="checkbox"/>	Mildew/Mold <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Blister/Peel <input type="checkbox"/>
WINDOWS	Inspected with Binoculars <input type="checkbox"/>	No Visible Damage Noted		Handrail recommended for steps over three high to reduce fall hazard. Bottom of door frame starting to rot, repair as needed, maintain the protective seal on the bottoms of all exterior doors with wood frames or trim to reduce rot from starting.
	Storm <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Repaint <input type="checkbox"/>	Recaulk <input type="checkbox"/>
	Weather-strip <input type="checkbox"/>	Mildew/Mold <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Poor Trim <input type="checkbox"/>
WINDOW WELL	Improper Drainage <input type="checkbox"/>	Not Applicable		
DOORS	Binds <input type="checkbox"/>	Damaged <input type="checkbox"/>	Operational	
	Storm <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Repaint <input type="checkbox"/>	Recaulk <input type="checkbox"/>
	Weather-strip <input type="checkbox"/>	Mildew/Mold <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Split/Dent <input type="checkbox"/>
LIGHTING	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Operational	
RECEPTACLE	Damaged/No Cover <input type="checkbox"/>	Operational		
	Install GFCI <input type="checkbox"/>	Reverse Polarity <input type="checkbox"/>	No Ground <input type="checkbox"/>	Open Ground <input type="checkbox"/>
BASEMENT WALKOUT	Covered <input type="checkbox"/>	No Visible Damage Noted		
	Poor Condition <input type="checkbox"/>	No Railing <input checked="" type="checkbox"/>	No Drain <input type="checkbox"/>	Leak <input type="checkbox"/>
	Crack/Spalling <input type="checkbox"/>	Mildew/Mold <input type="checkbox"/>	Frost Heave <input type="checkbox"/>	Reparge <input type="checkbox"/>



GARAGE / CARPORT

TYPE	Attached <input checked="" type="checkbox"/>	Built-In <input type="checkbox"/>	Detached <input type="checkbox"/>	Single <input type="checkbox"/>	Double <input checked="" type="checkbox"/>	Insulated <input checked="" type="checkbox"/>	Attic Access <input type="checkbox"/>
DOOR	Binds <input type="checkbox"/>	Damaged <input type="checkbox"/>	Operational		DOOR		
	Automatic <input checked="" type="checkbox"/>	Sectional <input checked="" type="checkbox"/>	Wood <input checked="" type="checkbox"/>	Metal <input type="checkbox"/>	Very bottom of the door on the right starting to get some moisture damage, possibly from snow building up, maintain protective seal on this area on both doors.		
	Adjust Auto Stop <input type="checkbox"/>	No Safety Stop <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Corrosion <input type="checkbox"/>			
FLOOR	Crack <input checked="" type="checkbox"/>	Settlement <input type="checkbox"/>	No Visible Damage Noted		WALL		
	Asphalt <input type="checkbox"/>	Concrete <input checked="" type="checkbox"/>	Gravel <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Recommend common wall between house and garage be covered with fire rated material for additional safety for occupants in case of fire in garage area.		
WALL	No Fire Barrier <input type="checkbox"/>	No Visible Damage Noted		Wood <input checked="" type="checkbox"/>	Stain/Rot <input type="checkbox"/>		
	Drywall/Plaster <input type="checkbox"/>	Brk/Blk/Stone <input type="checkbox"/>	Not Applicable				
WINDOW	Binds <input type="checkbox"/>	Damaged <input type="checkbox"/>					
CEILING	No Fire Barrier <input checked="" type="checkbox"/>	Not Applicable		Wood <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	ACCESS DOOR	
	Drywall/Plaster <input type="checkbox"/>	Crack <input type="checkbox"/>			Maintain seal on door to maintain gas seal for safety. There is some rot starting on the bottom of the frame on the exterior door, repair wood as needed.		
LIGHTING	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Operational				
RECEPTACLE	Damaged/No Cover <input type="checkbox"/>	Operational					
	Install GFCI <input checked="" type="checkbox"/>	Reverse Polarity <input type="checkbox"/>	No Ground <input type="checkbox"/>	Open Ground <input type="checkbox"/>			
CIRCUIT WIRE	Concealed <input checked="" type="checkbox"/>	Unsecured <input type="checkbox"/>	Improper				
ACCESS DOOR	To House	Operational					
	Auto Door Close <input type="checkbox"/>	Metal Clad <input checked="" type="checkbox"/>	Wood <input type="checkbox"/>	Composite <input type="checkbox"/>			
	Gas Proof <input type="checkbox"/>	Damaged <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Corrosion <input type="checkbox"/>			



ROOF STRUCTURE

INSPECTED BY: _____

LIMITATION Deck/Patio Gravel/Flat Roof Edge Walk On No Access
 Solar Panel Fragile Height Steep Slope Snow

MAIN ROOF Flat Gable Valley Hip Shed Other Est. Age _____ Pitch Slight

GUTTER/DOWNSPOUT Unsecured **No Visible Damage Noted**

TYPE Aluminum Galvanized Copper Plastic
 Incomplete Dent/Split Corrosion Leak
 DRAINAGE Above Ground Below Ground Spill/Roof
 Extend Leader Redirect Leader Clean

GUTTER/DOWNSPOUT
 Ensure all sections remain fastened securely and are kept clean to ensure proper flow.

FASCIA/SOFFIT Not Vented **No Visible Damage Noted**

Aluminum Wood Vinyl Other
 Loose Mildew/Mold Stain/Rot Corrosion

COVERING
 Some of the bottom shingles along with a few others are showing some age to them due to the clawing on the bottoms. Typical life expectancy of shingles is approximately 15 - 20 years.

COVERING # of Layers 1 **No Visible Damage Noted**

Asphalt Shingle Conc/Clay Tile Wd. Shingle Wd. Shake
 Fiberglass Shingle Tar/Gravel Metal Other
 Nail Pop/Exposed Loose/Missing Broken Crack
 Patched Mildew/Mold Stain/Rot Worn
 Claw Fungus/Moss Improper Installation

LIFE EXPECTANCY Typical Middle/End Exceeded

FLASHING
 Maintain flashings to provide a seal from moisture intrusion and related damages.

ACCESSORY Unsecured **No Visible Damage Noted**

Air/Exhaust Vent Vent Stack Turbine Elec. Mast
 Solar Panel Skylight Antenna Dish

CHIMNEY/VENT
 Some of the bricks have spalling or cracks from moisture and freezing, have a qualified chimney person evaluate.

FLASHING Not Checked/Concealed **No Visible Damage Noted**

Chimney Dormer Drip Edge Flat Roof
 Skylight Roof to Wall Stack Valley
 Roll Roofing Aluminum Copper/Lead Rubber
 Gap/Loose/Crack Deterioration Corrosion Tarred
 Reseal/Recaulk Improper Replace When Re-Roofing

CHIMNEY / VENT Leaning **Visible Damage Noted**

Fireplace Furnace Gas Insert Other
 Brick Metal Wood Stucco
 Crack/Spalling Deterioration Corrosion Loose
 Abandoned No Wind Cap Metal Liner Required

CHIMNEY CAP None **No Visible Damage Noted**

Concrete Masonry Metal Other
 Crack/Spalling Deterioration Corrosion Loose

VISIBLE FLUE LINER None **No Visible Damage Noted**

Brick/Block Clay Metal Metal Insert
 Rain Cap Deterioration Corrosion Loose
 Crack/Spalling Improper Advise Cleaning/Sweeping

SECONDARY ROOF Flat Gable Hip/Valley Shed Other Est. Age _____ Pitch Slight

COVERING # of Layers 1 **No Visible Damage Noted**

Asphalt Shingle Conc/Clay Tile Wd. Shingle Wd. Shake
 Fiberglass Shingle Tar/Gravel Metal
 Nail Pop/Exposed Loose/Missing Broken Crack
 Patched Mildew/Mold Stain/Rot Worn
 Claw Fungus/Moss Improper Installation

LIFE EXPECTANCY Typical Middle/End Exceeded



LIMITATION:		No Access <input type="checkbox"/>	Sealed <input type="checkbox"/>	Stored Items <input type="checkbox"/>	Looked In <input checked="" type="checkbox"/>	Entered <input type="checkbox"/>	Hatch <input checked="" type="checkbox"/>	Pull Down <input type="checkbox"/>	Insulated <input checked="" type="checkbox"/>
STRUCTURE		Truss <input checked="" type="checkbox"/>	Rafter <input type="checkbox"/>	No Visible Damage Noted		INSULATION			
Warped <input type="checkbox"/>		Stain/Rot <input type="checkbox"/>	Sag/Loose <input type="checkbox"/>	Split <input type="checkbox"/>		With the ventilation be installed properly the roof covering should last full term.			
SHEATHING		Condensation <input type="checkbox"/>	No Visible Damage Noted						
Composite <input checked="" type="checkbox"/>		Thermal Board <input type="checkbox"/>	Plywood <input type="checkbox"/>	Board <input type="checkbox"/>					
R Felt/R Paper <input type="checkbox"/>		Mildew/Mold <input type="checkbox"/>	Sag/Loose <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>					
INSULATION		Estimated Depth 18-20"	No Visible Damage Noted						
Radiant Barrier <input type="checkbox"/>		Concealed <input type="checkbox"/>	Finished <input type="checkbox"/>	None <input type="checkbox"/>					
Vapor Barrier <input type="checkbox"/>		Fibreglass <input checked="" type="checkbox"/>	Mineral <input type="checkbox"/>	Cellulose <input type="checkbox"/>					
Wood Shavings <input type="checkbox"/>		Rigid Plastic <input type="checkbox"/>	Foam <input type="checkbox"/>	Other <input type="checkbox"/>					
Batt <input type="checkbox"/>		Blown <input checked="" type="checkbox"/>	Sprayed <input type="checkbox"/>	Required <input type="checkbox"/>					
VENTILATION		None <input type="checkbox"/>	No Visible Damage Noted						
Soffit <input checked="" type="checkbox"/>		Gable End <input type="checkbox"/>	Turbine <input type="checkbox"/>	Mechanical <input type="checkbox"/>					
Baffles <input checked="" type="checkbox"/>		Ridge <input checked="" type="checkbox"/>	Blocked <input type="checkbox"/>	Required <input type="checkbox"/>					
EXHAUST DUCT		Concealed <input checked="" type="checkbox"/>	Not Applicable						
Not Insulated <input type="checkbox"/>		Into Attic <input type="checkbox"/>	Plastic/Flex <input type="checkbox"/>	Metal <input type="checkbox"/>					
ELECTRICAL		Concealed <input checked="" type="checkbox"/>	Not Applicable						
Abandoned <input type="checkbox"/>		Knob & Tube <input type="checkbox"/>	Open Splice <input type="checkbox"/>	Frayed <input type="checkbox"/>					

ELECTRICAL SERVICE / PANEL

SERVICE ENTRANCE		Underground <input type="checkbox"/>	Overhead <input checked="" type="checkbox"/>	No Conduit <input type="checkbox"/>	DISTRIBUTION PANEL	
120-Volt <input type="checkbox"/>		120/240 Volt <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Frayed <input type="checkbox"/>	Knockouts are missing. This represents a safety risk. Holes should be filled with approved grommets or filler pieces.	
ENTRANCE CABLE		Concealed <input type="checkbox"/>	Aluminum <input checked="" type="checkbox"/>	Copper <input type="checkbox"/>	WIRE	
MAIN DISCONNECT		Switch/Cartridge Fuse <input type="checkbox"/>	Breaker <input checked="" type="checkbox"/>	Double tapping of wires on breakers that aren't intended to have two wires attached to them, recommend having qualified electrician evaluate and correct.		
DISCONNECT RATING		200 Amps	Have Electrician Evaluate <input type="checkbox"/>			
DISTRIBUTION PANEL		Not Opened <input type="checkbox"/>	No Visible Damage Noted			
Location Far back corner in storage room		Non Standard Installation <input type="checkbox"/>				
Obstructed <input type="checkbox"/>		Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Obsolete <input type="checkbox"/>		
PANEL RATING		200 Amps	Room for Expansion <input type="checkbox"/>			
FUSE		Breaker <input checked="" type="checkbox"/>	Glass/Screw <input type="checkbox"/>	Cartridge <input type="checkbox"/>	Time Delay <input type="checkbox"/>	
GFCI Breaker <input type="checkbox"/>		AFCI Breaker <input type="checkbox"/>	Blown/Broken <input type="checkbox"/>	Over-Fused <input type="checkbox"/>		
CIRCUIT WIRE		Improper <input type="checkbox"/>	No Visible Damage Noted			
Aluminum <input checked="" type="checkbox"/>		Copper <input checked="" type="checkbox"/>	Copper Clad <input type="checkbox"/>	Other <input type="checkbox"/>		
Non - Metallic Sheathed <input checked="" type="checkbox"/>		Armoured Cable <input type="checkbox"/>	Knob & Tube <input type="checkbox"/>			
Double Tapping <input checked="" type="checkbox"/>		Spliced <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Scorched <input type="checkbox"/>		
GROUNDING		Concealed <input checked="" type="checkbox"/>	Ground Rod <input checked="" type="checkbox"/>	Water Main <input type="checkbox"/>		
Improper Connection/Installation <input type="checkbox"/>		Meter By-Pass/Jumper <input type="checkbox"/>				
BONDING		Concealed <input type="checkbox"/>	Water Pipe <input type="checkbox"/>	Gas Pipe <input type="checkbox"/>		
Improper Connection/Installation <input type="checkbox"/>		Corrosion <input type="checkbox"/>	Unsecured <input type="checkbox"/>			
AUXILIARY PANEL		Concealed <input type="checkbox"/>	Not Applicable			
Location		Non Standard Installation <input type="checkbox"/>				
Not Opened <input type="checkbox"/>		Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Obsolete <input type="checkbox"/>		
DISCONNECT RATING		0 Amps	Have Electrician Evaluate <input type="checkbox"/>			
PANEL RATING		0 Amps	Room for Expansion <input type="checkbox"/>			
FUSE		Breaker <input type="checkbox"/>	Glass/Screw <input type="checkbox"/>	Cartridge <input type="checkbox"/>	Time Delay <input type="checkbox"/>	
GFCI Breaker <input type="checkbox"/>		Blown/Broken <input type="checkbox"/>	Over-Fused <input type="checkbox"/>	Scorched <input type="checkbox"/>		



BASEMENT / STRUCTURE

LIMITATION	Finished <input checked="" type="checkbox"/>	Clutter/Obstruction <input checked="" type="checkbox"/>	Dry Weather/Drought <input type="checkbox"/>	Dry Ground <input type="checkbox"/>
FLOOR	Crack <input type="checkbox"/> Carpet <input checked="" type="checkbox"/>	Concrete <input checked="" type="checkbox"/> Ceramic <input type="checkbox"/>	No Visible Damage Noted Vinyl <input type="checkbox"/> Wood/Lam. <input type="checkbox"/>	FLOOR JOIST
WALL	Crack <input type="checkbox"/> Mildew/Mold <input type="checkbox"/>	Concealed <input checked="" type="checkbox"/> Conc./Block <input type="checkbox"/>	Brick/Stone <input type="checkbox"/> PWF/Wood <input type="checkbox"/>	Most of the basement is finished. Any structural comments are based on what could be seen in the storage room area.
CEILING	Stain <input type="checkbox"/> Drywall/Plaster <input type="checkbox"/>	Unfinished <input type="checkbox"/> Stip/Acoustic <input type="checkbox"/>	No Visible Damage Noted Wood <input type="checkbox"/> Tile <input checked="" type="checkbox"/>	
WINDOW	Bind <input type="checkbox"/> Single/Db'l Hung <input type="checkbox"/> Single <input checked="" type="checkbox"/> Damaged <input type="checkbox"/>	Not Tested <input type="checkbox"/> Awning <input checked="" type="checkbox"/> Alum./Metal <input type="checkbox"/> Mildew/Mold <input type="checkbox"/>	Sliding/Fxd <input type="checkbox"/> Vinyl/IV.Cld <input type="checkbox"/> Stain/Rot <input type="checkbox"/>	Operational Bay/Bow <input type="checkbox"/> Wood <input checked="" type="checkbox"/> Repaint <input type="checkbox"/>
DOOR	Bind <input type="checkbox"/> Pocket <input type="checkbox"/>	Damaged <input type="checkbox"/> Hinged <input checked="" type="checkbox"/>	Wood <input checked="" type="checkbox"/>	Operational Composite <input type="checkbox"/>
LIGHTING	Minimal <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Operational	
RECEPTACLE	Damaged/No Cover <input type="checkbox"/>		Operational	
	Install GFCI <input type="checkbox"/>	Reverse Polarity <input type="checkbox"/>	No Ground <input type="checkbox"/>	Open Ground <input type="checkbox"/>
CIRCUIT WIRE	Concealed <input checked="" type="checkbox"/>	Unsecured <input type="checkbox"/>	Improper <input type="checkbox"/>	
HEAT SOURCE	Air Register <input type="checkbox"/>	None <input type="checkbox"/> Convector/Radiator <input type="checkbox"/>	Thermostat <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Radiant <input type="checkbox"/>	
BASEMENT STAIRWAY	Unsecured <input type="checkbox"/> Carpet <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/>	Wood <input type="checkbox"/>	No Visible Damage Noted Worn <input type="checkbox"/> Trip Hazard <input type="checkbox"/>	
RAILING	Unsecured <input type="checkbox"/> Metal <input type="checkbox"/>	Wood <input checked="" type="checkbox"/>	No Visible Damage Noted Incomplete <input type="checkbox"/> None <input type="checkbox"/>	
FLOOR JOIST	Unsecured <input type="checkbox"/>	Concealed <input checked="" type="checkbox"/> Split <input type="checkbox"/>	No Visible Damage Noted Stain/Rot <input type="checkbox"/> Other <input type="checkbox"/>	
BRIDGING	Continuous <input type="checkbox"/>	Concealed <input type="checkbox"/> X-Metal <input checked="" type="checkbox"/>	No Visible Damage Noted X-Wood <input type="checkbox"/> Solid Wood <input type="checkbox"/>	
SILL PLATE	Moisture Gasket <input type="checkbox"/>	Concealed <input type="checkbox"/> Mildew/Mold <input type="checkbox"/>	No Visible Damage Noted Stain/Rot <input type="checkbox"/> No Anchors <input type="checkbox"/>	
BEAM	Unsecured <input type="checkbox"/> Laminate <input checked="" type="checkbox"/>	Concealed <input type="checkbox"/> Metal <input type="checkbox"/>	No Visible Damage Noted Wood <input checked="" type="checkbox"/> Sag <input type="checkbox"/>	
POST	On Slab <input type="checkbox"/> Adjustable <input checked="" type="checkbox"/>	Concealed <input type="checkbox"/> Brick/Block <input type="checkbox"/>	No Visible Damage Noted Metal <input checked="" type="checkbox"/> Wood <input type="checkbox"/>	
BEARING WALL		Concealed <input type="checkbox"/>	Not Applicable	
COLD ROOM	Improper Door <input type="checkbox"/> Concrete <input type="checkbox"/> Earth Floor <input type="checkbox"/>	Brick/Block <input type="checkbox"/> Mildew/Mold <input type="checkbox"/>	Stone <input type="checkbox"/> Stain/Damp <input type="checkbox"/>	Not Applicable Parged <input type="checkbox"/> Crack <input type="checkbox"/>
CRAWL SPACE	No Access <input type="checkbox"/> Vapor Barrier <input type="checkbox"/> Crack <input type="checkbox"/> Earth Floor <input type="checkbox"/>	Insulated <input type="checkbox"/> Mildew/Mold <input type="checkbox"/> Concrete <input type="checkbox"/>	Entered <input type="checkbox"/> Stain/Rot <input type="checkbox"/> Moisture Barrier Required <input type="checkbox"/>	Not Applicable Looked In <input type="checkbox"/> Damp <input type="checkbox"/>
PIPES/ DUCTS		Unsecured <input type="checkbox"/>	Leak <input type="checkbox"/>	Insulated <input type="checkbox"/>
VENTILATION		Mechanical <input type="checkbox"/>	Blocked <input type="checkbox"/>	Required <input type="checkbox"/>
SLAB ON GRADE		Concealed <input type="checkbox"/>	Not Applicable	
	On Piling/Pier <input type="checkbox"/> Crack/Spalling <input type="checkbox"/>	On Brick/Block/Poured Conc. <input type="checkbox"/> Frost Heave <input type="checkbox"/>	Settling <input type="checkbox"/>	Floating <input type="checkbox"/> Leak <input type="checkbox"/>



HEATING/COOLING/VENTILATION

DATA PLATE:	Not Legible <input type="checkbox"/>	Incomplete <input type="checkbox"/>	Model <input type="checkbox"/>	Btu Input	Est. Age
LIMITATIONS:	Clean-Out Does Not Open <input type="checkbox"/>	Oil/Propane Tank Not Visible <input type="checkbox"/>	System Shut-Off/Inoperative <input type="checkbox"/>	Piping/Ducts Concealed <input type="checkbox"/>	System Operating AC/Heat <input type="checkbox"/>
					Weather/Temperature <input type="checkbox"/>
SMOKE DETECTORS	Basement <input type="checkbox"/>	1st Floor <input checked="" type="checkbox"/>	2nd Floor <input type="checkbox"/>	3rd Floor <input type="checkbox"/>	Other <input type="checkbox"/>
CO DETECTORS	Basement <input type="checkbox"/>	1st Floor <input type="checkbox"/>	2nd Floor <input type="checkbox"/>	3rd Floor <input type="checkbox"/>	Other <input type="checkbox"/>
THERMOSTAT/HUMIDISTA	Unsecured <input type="checkbox"/>	Operational <input type="checkbox"/>	FUEL SOURCE		
Location	Each room	Programmable <input type="checkbox"/>	Standard <input checked="" type="checkbox"/>	Provide Carbon Monoxide sensors in bedroom areas and rooms with fuel burning appliances.	
FUEL SOURCE	Gas/Propane <input type="checkbox"/>	Oil <input type="checkbox"/>	Wood/Pellet <input type="checkbox"/>	Electric <input checked="" type="checkbox"/>	
HEAT TYPE	Convector <input type="checkbox"/>	Forced Air <input type="checkbox"/>	Radiator <input type="checkbox"/>		
BURNER TYPE	Conventional <input type="checkbox"/>	Mid <input type="checkbox"/>	High <input type="checkbox"/>		
HEATING SYSTEM	Advise Service/Repair Contract <input type="checkbox"/>				
AIR REQUIREMENT	Internal <input type="checkbox"/>	External <input type="checkbox"/>	Inadequate <input type="checkbox"/>		
VENTING	Flue <input type="checkbox"/>	Sidewall <input type="checkbox"/>	Metal <input type="checkbox"/>	Plastic <input type="checkbox"/>	
	Improper Rises <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Soot <input type="checkbox"/>	
LIFE EXPECTANCY	Typical <input type="checkbox"/>	Middle/End <input type="checkbox"/>	Exceeded <input type="checkbox"/>		
GAS BURNER	Not Checked <input type="checkbox"/>	Not Applicable			
BURNER	Corrosion <input type="checkbox"/>	Advise Adjustment <input type="checkbox"/>			
IGNITION	Electronic <input type="checkbox"/>	Pilot & Thermocouple <input type="checkbox"/>			
HEAT SHIELD	Missing <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Soot <input type="checkbox"/>		
PROPANE TANK/PIPING	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Kink/Leak <input type="checkbox"/>		
OIL BURNER BLOWER	Not Checked <input type="checkbox"/>	Not Applicable			
BURN CHAMBER	Deterioration <input type="checkbox"/>	Advise Adjustment <input type="checkbox"/>			
	Burn Through <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Crack <input type="checkbox"/>	Soot <input type="checkbox"/>	
INSPECTION DOOR	Missing <input type="checkbox"/>	Soot <input type="checkbox"/>	Sealed <input type="checkbox"/>		
BAROMETRIC DAMPER	Missing <input type="checkbox"/>	Unbalanced <input type="checkbox"/>	Sealed <input type="checkbox"/>		
OIL TANK/ PIPING	Basement <input type="checkbox"/>	Outside <input type="checkbox"/>	Buried <input type="checkbox"/>		
	No Filter <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Kink/Leak <input type="checkbox"/>	
CENTRAL HUMIDIFIER	Not Checked <input type="checkbox"/>	Not Applicable			
	Water Shut Off <input type="checkbox"/>	Damaged <input type="checkbox"/>	Clean/Repair/Replace <input type="checkbox"/>		
	Mildew <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
MOTOR/BLOWER	Direct Drive <input type="checkbox"/>	Noisy <input type="checkbox"/>	Other <input type="checkbox"/>		
FAN BELT	Loose/Worn <input type="checkbox"/>	Misalign <input type="checkbox"/>	Other <input type="checkbox"/>		
FILTER	Electronic <input type="checkbox"/>	Disposable <input type="checkbox"/>	Permanent <input type="checkbox"/>	Missing <input type="checkbox"/>	
	Inoperable <input type="checkbox"/>	Undersized <input type="checkbox"/>	Damaged <input type="checkbox"/>	Dirty <input type="checkbox"/>	
DUCT/JOINT/HOUSING	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Kink/Leak <input type="checkbox"/>		
AC / HEAT PUMP	Not Checked <input type="checkbox"/>	Not Applicable			
	Evaporative <input type="checkbox"/>	Central <input type="checkbox"/>	Geo-Therm <input type="checkbox"/>	Air <input type="checkbox"/>	
	Through Wall <input type="checkbox"/>	Damaged Fins <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Noisy <input type="checkbox"/>	
	Loose <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Not Level <input type="checkbox"/>	Dirty <input type="checkbox"/>	
TEMP. DIFFERENTIAL	Supply Air	Return Air			
FUEL SOURCE	Unknown <input type="checkbox"/>	Electric <input type="checkbox"/>	Gas <input type="checkbox"/>		
CONDENSATION LINE	Improper Drain <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>		
REFRIGERANT LINE	Unsecured <input type="checkbox"/>	Not Insulated <input type="checkbox"/>	Leak <input type="checkbox"/>		
HRV/Air Exchanger	Not Checked <input type="checkbox"/>	Not Applicable			
	Dirty Filter <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Noisy <input type="checkbox"/>	
ELECTRIC HEATING	Not Tested <input type="checkbox"/>	Operational			
	Forced Air <input type="checkbox"/>	Boiler <input type="checkbox"/>	Baseboard <input checked="" type="checkbox"/>	Radiant <input type="checkbox"/>	
	Loose Connection <input type="checkbox"/>	Damaged Fins <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Scorched <input type="checkbox"/>	



PLUMBING COMPONENTS

LIMITATION	Finished Basement <input type="checkbox"/>	Private/Water Shut Off <input type="checkbox"/>	Private System <input type="checkbox"/>	Other <input type="checkbox"/>
PUBLIC SUPPLY	Concealed <input type="checkbox"/>	Metered <input type="checkbox"/>	SUMP PUMP	
Lead <input type="checkbox"/>	Galvanized <input type="checkbox"/>	Plastic <input type="checkbox"/>	Copper <input checked="" type="checkbox"/>	No water to test.
SHUT-OFF VALVE	Location Back Corner in storage room			
	Not Tested <input checked="" type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
PRIVATE SUPPLY	Concealed <input type="checkbox"/>	Not Applicable		
SHUT-OFF VALVE	Location			
	Not Tested <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
WELL PUMP	Submersible <input type="checkbox"/>	Jet <input type="checkbox"/>	Other <input type="checkbox"/>	
	Short Cycle <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
	Advise Well Water Quality/Recovery Test <input type="checkbox"/>			
STORAGE TANK	No Air Valve <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
WATER PRESSURE	Low <input type="checkbox"/>	Typical <input type="checkbox"/>	High <input type="checkbox"/>	
WATER QUALITY	Discoloration <input type="checkbox"/>	Debris <input type="checkbox"/>	Odor <input type="checkbox"/>	
	Test Declined <input type="checkbox"/>	Advise Water Quality Test <input type="checkbox"/>		
HOSE BIBB	Not Checked <input type="checkbox"/>	Operational		
Frost Free <input checked="" type="checkbox"/>	Anti-Siphon <input type="checkbox"/>	Shut Off Valve <input checked="" type="checkbox"/>		
Recaulk <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
DISTRIBUTION PIPING	Concealed <input type="checkbox"/>	No Visible Damage Noted		
Lead <input type="checkbox"/>	Galvanized <input type="checkbox"/>	Plastic <input checked="" type="checkbox"/>	Copper <input type="checkbox"/>	
Dissimilar Metal <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
CROSS CONNECTION	Kitchen <input type="checkbox"/>	Laundry <input type="checkbox"/>	Hose Bibb <input type="checkbox"/>	
WASTE DRAINAGE	Concealed <input type="checkbox"/>	No Visible Damage Noted		
Galvanized/Steel <input type="checkbox"/>	Cast Iron <input type="checkbox"/>	Plastic <input checked="" type="checkbox"/>	Copper <input type="checkbox"/>	
Odor <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
	Advise Septic Tank Checked/Pumped <input type="checkbox"/>			
FLOOR DRAIN	Mechanical/Faucet Primer <input type="checkbox"/>			
None <input type="checkbox"/>	Backed-Up <input type="checkbox"/>	No Water <input type="checkbox"/>	No Trap <input type="checkbox"/>	
SEWAGE PUMP	Not Checked <input type="checkbox"/>	Not Applicable		
VENT STACK/PIPING	Concealed <input type="checkbox"/>	No Visible Damage Noted		
Galvanized/Steel <input type="checkbox"/>	Cast Iron <input type="checkbox"/>	Plastic <input checked="" type="checkbox"/>	Copper <input type="checkbox"/>	
Undersized <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
MAIN CLEANOUT	Concealed <input type="checkbox"/>	Not Applicable		
Improper Plug <input type="checkbox"/>	Location			
HOT WATER TANK	Hybrid Heating <input type="checkbox"/>	Operational		
Power-Vented <input type="checkbox"/>	Own <input checked="" type="checkbox"/>	Rent <input type="checkbox"/>	Est. Capacity 80 US	
Gas/Propane <input type="checkbox"/>	Oil <input type="checkbox"/>	Wood/Coal <input type="checkbox"/>	Electric <input checked="" type="checkbox"/>	
Dirty/Rusty/Odor <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
LIFE EXPECTANCY	Typical <input checked="" type="checkbox"/>	Middle/End <input type="checkbox"/>	Exceeded <input type="checkbox"/>	
FUEL SHUT-OFF	Concealed <input type="checkbox"/>	Location Main Electric Panel		
RELIEF VALVE	No Test Lever <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Other <input type="checkbox"/>	
DISCHARGE TUBE	Undersized <input type="checkbox"/>	Discharge <input type="checkbox"/>	Missing <input type="checkbox"/>	
VENTING	Flue <input type="checkbox"/>	Sidewall <input type="checkbox"/>	Not Applicable	
Improper Rise <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Soot <input type="checkbox"/>	
BURN CHAMBER	Not Checked <input type="checkbox"/>	Needs Adjustment <input type="checkbox"/>		
SUMP PUMP	Not Checked <input type="checkbox"/>	Operational		
Submersible <input checked="" type="checkbox"/>	Standpipe <input type="checkbox"/>	To Exterior Grade <input type="checkbox"/>		
Float Checked <input checked="" type="checkbox"/>	No/Improper Cover <input type="checkbox"/>	Permanent Connection <input type="checkbox"/>		
Corrosion <input type="checkbox"/>	To Septic/Sewer <input type="checkbox"/>	Suspect Installation <input type="checkbox"/>		



8/17/2007 1:03:41 PM

Sec.10 Lot 5 Treasure Lake, DuBois, Pennsylvania 15801

LAUNDRY

FLOOR	Worn <input type="checkbox"/>	No Drain <input type="checkbox"/>	No Visible Damage Noted	
	Concrete <input type="checkbox"/>	Vinyl <input checked="" type="checkbox"/>	Wood/Lam <input type="checkbox"/>	Ceramic <input type="checkbox"/>
WALL	Patched <input type="checkbox"/>	Unfinished <input type="checkbox"/>	No Visible Damage Noted	
	Drywall/Plaster <input checked="" type="checkbox"/>	Brk/Blk/Stone <input type="checkbox"/>	Wood/WP. <input type="checkbox"/>	Ceramic <input type="checkbox"/>
CEILING	Patched <input type="checkbox"/>	Unfinished <input type="checkbox"/>	No Visible Damage Noted	
	Drywall/Plaster <input checked="" type="checkbox"/>	Stip/Acoust/W <input type="checkbox"/>	Wood <input type="checkbox"/>	Tile <input type="checkbox"/>
WINDOW	Bind <input type="checkbox"/>	Not Tested <input type="checkbox"/>	Not Applicable	
	Single/Db. Hung <input type="checkbox"/>	Cas./Awning <input type="checkbox"/>	Sliding/Fx <input type="checkbox"/>	Bay/Bow <input type="checkbox"/>
	Ther/Fix/Sng <input type="checkbox"/>	Alum./Metal <input type="checkbox"/>	Vinyl/V.Cl <input type="checkbox"/>	Wd./Vnyl/Fxd <input type="checkbox"/>
	Damaged <input type="checkbox"/>	Mildew/Mold <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Repaint <input type="checkbox"/>
DOOR	Bind <input type="checkbox"/>	Damaged <input type="checkbox"/>	Operational	
	Bi-Fold <input checked="" type="checkbox"/>	Hinged <input type="checkbox"/>	Wood <input type="checkbox"/>	Composite <input type="checkbox"/>
LIGHTING	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Operational	
RECEPTACLE	Damaged/No Cover <input type="checkbox"/>		Operational	
	Install GFCI <input type="checkbox"/>	Reverse Polarity <input type="checkbox"/>	No Ground <input type="checkbox"/>	Open Ground <input type="checkbox"/>
TUB / FAUCET	Unsecured <input type="checkbox"/>		Not Applicable	
	Plastic <input type="checkbox"/>	Other <input type="checkbox"/>	Slow Drain <input type="checkbox"/>	Corrosion <input type="checkbox"/>
				Leak <input type="checkbox"/>
TRAP / DRAIN	Unsecured <input type="checkbox"/>		Not Applicable	
	Improper Trap <input type="checkbox"/>	Slow Drain <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>
WASHER	Make		Operational	
DRYER	Make		Operational	
DRYER VENT	Unsecured <input type="checkbox"/>		Not Applicable	
	With Other Exhaust <input type="checkbox"/>	To Crawlspace <input type="checkbox"/>	To Attic <input type="checkbox"/>	Plastic Duct <input checked="" type="checkbox"/>
HEAT SOURCE	None <input checked="" type="checkbox"/>		Thermostat <input type="checkbox"/>	Electric <input type="checkbox"/>
	Air Register <input type="checkbox"/>	Convactor/Radiator <input type="checkbox"/>		Radiant <input type="checkbox"/>

DRYER VENT

Plastic flexible vent pipes used for dryer vent can collect lint quicker than standard aluminum rigid pipes, consider changing this for safety purposes.



FIREPLACE

TYPE	Built-In <input checked="" type="checkbox"/>	Free Standing <input type="checkbox"/>	Gas Insert <input type="checkbox"/>	Wood Insert <input type="checkbox"/>	Metal Liner <input checked="" type="checkbox"/>	Firebrick <input type="checkbox"/>	External Air Supply <input type="checkbox"/>
FIREPLACE FRONT	Soot/Stain <input type="checkbox"/>	No Visible Damage Noted		WOOD/PELLET STOVE			
	Brick <input checked="" type="checkbox"/>	Ceramic <input type="checkbox"/>	Marble <input type="checkbox"/>	Stone <input type="checkbox"/>	Wood burner in the basement has signs of being burnt hot at some point. If these are going to be used for wood burning it's recommended to have the chimney inspected prior to closing.		
HEARTH	Raised <input checked="" type="checkbox"/>	None <input type="checkbox"/>	No Visible Damage Noted				
DOOR/ SCREEN	None <input type="checkbox"/>	Operational					
	Bind <input type="checkbox"/>	Glass <input checked="" type="checkbox"/>	Metal <input type="checkbox"/>	Mesh <input type="checkbox"/>			
	Poor Fit <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Crack <input type="checkbox"/>			
FIREBOX	Fan <input type="checkbox"/>	Not Checked <input type="checkbox"/>	No Visible Damage Noted				
DAMPER	None <input type="checkbox"/>	Operational					
	Sticks <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Creosote <input type="checkbox"/>			
GAS INSERT	Fan <input type="checkbox"/>	Not Tested <input type="checkbox"/>	Not Applicable				
WOOD/PELLET STOVE	Not Tested <input checked="" type="checkbox"/>	No Visible Damage Noted					
	Soot <input type="checkbox"/>	Suspect Installation <input type="checkbox"/>	Certification Not Apparent <input type="checkbox"/>				
CHIMNEY FLUE	Not Checked <input checked="" type="checkbox"/>	Not Applicable					
	Soot <input type="checkbox"/>	Unsecure/Improper <input type="checkbox"/>	Advise Inspection <input checked="" type="checkbox"/>				

Tel.# (814) 583-5041



LOCATION	Basement <input type="checkbox"/>	1st Floor <input checked="" type="checkbox"/>	2nd Floor <input type="checkbox"/>	3rd Floor <input type="checkbox"/>	Other <input type="checkbox"/>
WATER FLOW	Normal <input checked="" type="checkbox"/>	Suspect <input type="checkbox"/>	Low <input type="checkbox"/>		
FLOOR	Worn <input checked="" type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted		
	Carpet <input type="checkbox"/>	Vinyl <input checked="" type="checkbox"/>	Wood/Lam. <input type="checkbox"/>	Ceramic <input type="checkbox"/>	
WALL	Patched <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted		
	Drywall/Plaster <input checked="" type="checkbox"/>	Brk/Blk/Stone <input type="checkbox"/>	Wood/WP. <input type="checkbox"/>	Ceramic <input type="checkbox"/>	
CEILING	Patched <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted		
	Drywall/Plaster <input checked="" type="checkbox"/>	Stip/Acoust/WP. <input type="checkbox"/>	Wood <input type="checkbox"/>	Tile <input type="checkbox"/>	
WINDOW	Binds <input type="checkbox"/>	Not Tested <input type="checkbox"/>	Operational		
	Double Hung <input checked="" type="checkbox"/>	Cas./Awning <input type="checkbox"/>	Sliding/Fxd <input type="checkbox"/>	Bay/Bow <input type="checkbox"/>	
	Thermal <input checked="" type="checkbox"/>	Alum./Metal <input type="checkbox"/>	Vinyl/V.Cl <input type="checkbox"/>	Wood <input checked="" type="checkbox"/>	
	Damaged <input type="checkbox"/>	Mildew/Mold <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Repaint <input type="checkbox"/>	
DOOR	Binds <input type="checkbox"/>	Damaged <input type="checkbox"/>	Operational		
	Pocket <input type="checkbox"/>	Hinged <input checked="" type="checkbox"/>	Wood <input checked="" type="checkbox"/>	Composite <input type="checkbox"/>	
LIGHTING	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Operational		
RECEPTACLE	Damaged/No Cover <input type="checkbox"/>		Operational		
	Install GFCI <input type="checkbox"/>	Reverse Polarity <input type="checkbox"/>	No Ground <input type="checkbox"/>	Open Ground <input type="checkbox"/>	
EXHAUST FAN	Advise Installation <input type="checkbox"/>		Operational		
SINK	Worn <input type="checkbox"/>	Chip/Scratch <input type="checkbox"/>	No Visible Damage Noted		
FAUCET	No Shut-Off <input type="checkbox"/>		Operational		
	Sticks <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
TRAP/DRAIN	Unsecured <input type="checkbox"/>		No Visible Damage Noted		
	Improper Trap <input type="checkbox"/>	Slow Drain <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
VANITY	Worn <input type="checkbox"/>	Unsecured <input type="checkbox"/>	No Visible Damage Noted		
	Laminate <input type="checkbox"/>	Plywood <input type="checkbox"/>	Wood <input checked="" type="checkbox"/>	Metal <input type="checkbox"/>	
	Scratch <input type="checkbox"/>	Mildew/Stain <input type="checkbox"/>	Missing/Loose Hardware <input type="checkbox"/>		
COUNTER	Unsecured <input type="checkbox"/>		No Visible Damage Noted		
	Solid Surface <input checked="" type="checkbox"/>	Mrb./Granite <input type="checkbox"/>	Laminate <input type="checkbox"/>	Ceramic <input type="checkbox"/>	
	RegROUT/Recaulk <input type="checkbox"/>	Mildew/Stain <input type="checkbox"/>	Scratch <input type="checkbox"/>	Worn <input type="checkbox"/>	
TOILET	No Shut-Off <input type="checkbox"/>		Operational		
	Tank Loose <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Crack <input type="checkbox"/>	Leak <input type="checkbox"/>	
TUB / ENCLOSURE	Unsecured <input type="checkbox"/>		No Visible Damage Noted		
	Ceramic <input type="checkbox"/>	Cult./Marble <input type="checkbox"/>	Fiberglass <input checked="" type="checkbox"/>	Plastic <input type="checkbox"/>	
	RegROUT/Recaulk <input type="checkbox"/>	Mildew/Stain <input type="checkbox"/>	Crack <input type="checkbox"/>	Worn <input type="checkbox"/>	
JETTED TUB	Not Tested <input type="checkbox"/>		Not Applicable		
	GFCI Protected <input type="checkbox"/>	Motor Access <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
FAUCET/SHOWER HEAD	Not Tested <input type="checkbox"/>		Operational		
	Sticks/Clogged <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
SHOWER ENCLOSURE	Unsecured <input type="checkbox"/>		Not Applicable		
	Ceramic <input type="checkbox"/>	Cult./Marble <input type="checkbox"/>	Fiberglass <input type="checkbox"/>	Plastic <input type="checkbox"/>	
	RegROUT/Recaulk <input type="checkbox"/>	Mildew/Stain <input type="checkbox"/>	Scratch <input type="checkbox"/>	Worn <input type="checkbox"/>	
FAUCET/SHOWER HEAD	Not Tested <input type="checkbox"/>		Not Applicable		
	Sticks/Clogged <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
HEAT SOURCE	None <input type="checkbox"/>		Thermostat <input checked="" type="checkbox"/>	Electric <input checked="" type="checkbox"/>	
	Air Register <input type="checkbox"/>	Convactor/Radiator <input type="checkbox"/>	Radiant <input type="checkbox"/>		



BATHROOM

Sec.10 Lot 5 Treasure Lake, DuBois, Pennsylvania 15801

LOCATION	Basement <input checked="" type="checkbox"/>	1st Floor <input type="checkbox"/>	2nd Floor <input type="checkbox"/>	3rd Floor <input type="checkbox"/>	Other <input type="checkbox"/>
WATER FLOW	Normal <input checked="" type="checkbox"/>	Suspect <input type="checkbox"/>	Low <input type="checkbox"/>		
FLOOR	Worn <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted		
	Carpet <input type="checkbox"/>	Vinyl <input checked="" type="checkbox"/>	Wood/Lam. <input type="checkbox"/>	Ceramic <input type="checkbox"/>	
WALL	Patched <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted		
	Drywall <input checked="" type="checkbox"/>	Brk/Blk/Stone <input type="checkbox"/>	Wood/WP. <input type="checkbox"/>	Ceramic <input type="checkbox"/>	
CEILING	Patched <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted		
	Drywall/Plaster <input type="checkbox"/>	Stip/Acoust/WP. <input type="checkbox"/>	Wood <input type="checkbox"/>	Tile <input checked="" type="checkbox"/>	
WINDOW	Bounds <input type="checkbox"/>	Not Tested <input type="checkbox"/>	Not Applicable		
	Single/Dbi. Hung <input type="checkbox"/>	Cas./Awning <input type="checkbox"/>	Sliding/Fxd <input type="checkbox"/>	Bay/Bow <input type="checkbox"/>	
	Ther/Fix/Sng <input type="checkbox"/>	Alum./Metal <input type="checkbox"/>	Vinyl/V.Cl <input type="checkbox"/>	Wd./Vnyl/Fx <input type="checkbox"/>	
	Damaged <input type="checkbox"/>	Mildew/Mold <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Repaint <input type="checkbox"/>	
DOOR	Bounds <input type="checkbox"/>	Damaged <input type="checkbox"/>	Operational		
	Pocket <input type="checkbox"/>	Hinged <input checked="" type="checkbox"/>	Wood <input checked="" type="checkbox"/>	Composite <input type="checkbox"/>	
LIGHTING	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Operational		
RECEPTACLE	Damaged/No Cover <input type="checkbox"/>	Operational			
	Install GFCI <input type="checkbox"/>	Reverse Polarity <input type="checkbox"/>	No Ground <input type="checkbox"/>	Open Ground <input type="checkbox"/>	
EXHAUST FAN	Advise Installation <input type="checkbox"/>	Operational			
SINK	Worn <input type="checkbox"/>	Chip/Scratch <input type="checkbox"/>	No Visible Damage Noted		
FAUCET		No Shut-Off <input type="checkbox"/>	Operational		
	Sticks <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
TRAP/DRAIN		Unsecured <input type="checkbox"/>	No Visible Damage Noted		
	Improper Trap <input type="checkbox"/>	Slow Drain <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
VANITY	Worn <input type="checkbox"/>	Unsecured <input type="checkbox"/>	No Visible Damage Noted		
	Laminate <input type="checkbox"/>	Plywood <input type="checkbox"/>	Wood <input checked="" type="checkbox"/>	Metal <input type="checkbox"/>	
	Scratch <input type="checkbox"/>	Mildew/Stain <input type="checkbox"/>	Missing/Loose Hardware <input type="checkbox"/>		
COUNTER		Unsecured <input type="checkbox"/>	No Visible Damage Noted		
	Solid Surface <input checked="" type="checkbox"/>	Mrb./Granite <input type="checkbox"/>	Laminate <input type="checkbox"/>	Ceramic <input type="checkbox"/>	
	RegROUT/Recaulk <input type="checkbox"/>	Mildew/Stain <input type="checkbox"/>	Scratch <input type="checkbox"/>	Worn <input type="checkbox"/>	
TOILET		No Shut-Off <input type="checkbox"/>	Operational		
	Tank Loose <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Crack <input type="checkbox"/>	Leak <input type="checkbox"/>	
TUB / ENCLOSURE		Unsecured <input type="checkbox"/>	Not Applicable		
	Ceramic <input type="checkbox"/>	Cult./Marble <input type="checkbox"/>	Fiberglass <input type="checkbox"/>	Plastic <input type="checkbox"/>	
	RegROUT/Recaulk <input type="checkbox"/>	Mildew/Stain <input type="checkbox"/>	Crack <input type="checkbox"/>	Worn <input type="checkbox"/>	
JETTED TUB		Not Tested <input type="checkbox"/>	Not Applicable		
	GFCI Protected <input type="checkbox"/>	Motor Access <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
FAUCET/SHOWER HEAD		Not Tested <input type="checkbox"/>	Not Applicable		
	Sticks/Clogged <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
SHOWER ENCLOSURE		Unsecured <input type="checkbox"/>	No Visible Damage Noted		
	Ceramic <input type="checkbox"/>	Cult./Marble <input type="checkbox"/>	Fiberglass <input checked="" type="checkbox"/>	Plastic <input type="checkbox"/>	
	RegROUT/Recaulk <input type="checkbox"/>	Mildew/Stain <input type="checkbox"/>	Scratch <input type="checkbox"/>	Worn <input type="checkbox"/>	
FAUCET/SHOWER HEAD		Not Tested <input type="checkbox"/>	Operational		
	Sticks/Clogged <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Corrosion <input type="checkbox"/>	Leak <input type="checkbox"/>	
HEAT SOURCE		None <input type="checkbox"/>	Thermostat <input checked="" type="checkbox"/>	Electric <input checked="" type="checkbox"/>	
	Air Register <input type="checkbox"/>	Convactor/Radiator <input type="checkbox"/>	Radiant <input type="checkbox"/>		



KITCHEN

FLOOR Worn Crack/Stain **No Visible Damage Noted**
 Carpet Vinyl Laminate Ceramic

WALL Patched Crack/Stain **No Visible Damage Noted**
 Drywall/Plaster Brk/Blk/Stone Wallpaper Ceramic

CEILING Patched Crack/Stain **No Visible Damage Noted**
 Drywall/Plaster Stip/Acoustic/W Wood Tile

WINDOW Binds Not Tested **Operational**
 Single/Db'l. Hung Casement Sliding/Fxd Bay/Bow
 Thermal Alum./Metal Vinyl Clad Wd./Vnyl/Fx
 Damaged Mildew/Mold Stain/Rot Repaint

DOOR Binds Damaged **Not Applicable**
 Pocket/Bi-Fold Hinged Wood Composite

PATIO DOOR Binds Damaged **Not Applicable**
 Sliding Hinged Wood Metal/Vinyl

LIGHTING None Unsecured **Operational**

CEILING FAN None Unsecured **Operational**

RECEPTACLE Damaged/No Cover **Operational**
 Install GFCI Reverse Polarity No Ground Open Ground

SINK Worn Chip/Scratch **No Visible Damage Noted**
 Single Double Stainless Solid

FAUCET No Shut-Off Valve **Operational**
 Sticks Unsecured Corrosion Leak

TRAP/DRAIN Unsecured **No Visible Damage Noted**
 Improper Trap Slow Drain Corrosion Leak

COUNTER Unsecured **No Visible Damage Noted**
 Ceramic Marble/Granite Laminate Solid Surf.
 RegROUT/Recaulk Mildew/Stain Scratch Worn

CABINET Worn Unsecured **No Visible Damage Noted**
 Laminate Plywood Wood Metal
 Miss/Loose Hdwr Mildew/Stain Scratch Other

RANGE HOOD Cooktop Exhaust **Operational**
 Corrosion No Exhaust No Light Noisy

EXHAUST VENT Unsecured Ductless Concealed
 With Other Exhaust To Attic Improper To Exterior

FILTER None Unsecured Damaged Greasy

MAJOR APPLIANCES (Built In)

DISHWASHER **Operational**

GARBAGE DISPOSAL **Operational**

STOVE/OVEN/RANGE **Operational**

REFRIGERATOR **Operational**

MICROWAVE **Operational**

Tested On/Off Did Not Check All Functions/Full Cycle

HEAT SOURCE None Thermost Electric
 Air Register Convector/Radiator Radiant



Pillar To Post

8/17/2007 1:14:35 PM

Sec.10 Lot 5 Treasure Lake, DuBois, Pennsylvania 15801

FOYER / HALLWAY / STAIRWAY

FLOOR Worn Crack/Stain **No Visible Damage Noted**
 Carpet Vinyl Laminate Ceramic

WALL Patched Crack/Stain **No Visible Damage Noted**
 Drywall/Plaster Brk/Blk/Stone Wood Wallpaper

CEILING Patched Crack/Stain **No Visible Damage Noted**
 Drywall/Plaster Stip/Acous/W Wood Tile

WINDOW Binds Not Tested **Not Applicable**
 Single/Dbl. Hung Cas./Awning Sliding/Fxd Bay/Bow
 Ther/Fix/Sng Alum./Metal Vinyl/V.Cld Wd./Vnyl/Fxd
 Damaged Mildew/Mold Stain/Rot Repaint

LIGHTING None Unsecured **Operational**

CEILING FAN None Unsecured **Not Applicable**

RECEPTACLE Damaged/No Cover **Operational**
 Switched Reverse Polarity No Ground Open Ground

CLOSET/DOOR Binds Damaged **Operational**
 Light Pocket/Bi-Fold Hinged Sliding

STAIRWAY Unsecured **Not Applicable**
 Carpet Vinyl Wood Worn Trip Hazard

RAILING Unsecured **Not Applicable**
 Metal Wood Incomplete None

FRONT DOOR Damaged **Operational**
 Binds Metal Clad Wood Dead Bolt
 Replace Sill/Trim Weather Seal Split/Dent Worn

SIDLIGHT Loose Crack/Stain **Not Applicable**



Pillar To Post

FAMILY / RECREATION ROOM

FLOOR Worn Crack/Stain **No Visible Damage Noted**
 Carpet Vinyl Wood/Lam Ceramic

WALL Patched Crack/Stain **No Visible Damage Noted**
 Drywall Brk/Blk/Stone Wood Wallpaper

CEILING Patched Crack/Stain **No Visible Damage Noted**
 Drywall/Plaster Stip/Acous/ Wood Tile

WINDOW Binds Not Tested **Operational**
 Single/Dbl. Hung Awning Sliding/Fxd Bay/Bow
 Ther/Fix/Sng Alum./Metal Vinyl/V.Cld Wood
 Damaged Mildew/Mold Stain/Rot Repaint

DOOR Binds Damaged **Not Applicable**
 Pocket/Bi-Fold Hinged Wood French

PATIO DOOR Binds Damaged **Not Applicable**
 Sliding Hinged Wood Metal/Vinyl

LIGHTING None Unsecured **Operational**

CEILING FAN None Unsecured **Not Applicable**

RECEPTACLE Damaged/No Cover **Operational**
 Switched Reverse Polarity No Ground Open Ground

HEAT SOURCE None Thermostat Electric
 Air Register Convector/Radiator Radiant

Tel.# (814) 583-5041



Pillar To Post

8/17/2007 1:15:42 PM

Sec.10 Lot 5 Treasure Lake, DuBois, Pennsylvania 15801

LIVING ROOM

FLOOR	Worn <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted	
	Carpet <input checked="" type="checkbox"/>	Vinyl <input type="checkbox"/>	Wood/Lam. <input type="checkbox"/>	Ceramic <input type="checkbox"/>
WALL	Patched <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted	
	Drywall/Plaster <input checked="" type="checkbox"/>	Brk/Bik/Stone <input type="checkbox"/>	Wood <input type="checkbox"/>	Wallpaper <input type="checkbox"/>
CEILING	Patched <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted	
	Drywall/Plaster <input checked="" type="checkbox"/>	Stip/Acous/W <input type="checkbox"/>	Wood <input type="checkbox"/>	Tile <input type="checkbox"/>
WINDOW	Bind <input type="checkbox"/>	Not Tested <input type="checkbox"/>	Not Applicable	
	Single/Db. Hung <input type="checkbox"/>	Cas./Awning <input type="checkbox"/>	Sliding/Fxd <input type="checkbox"/>	Bay/Bow <input type="checkbox"/>
	Ther/Fix/Sng <input type="checkbox"/>	Alum./Metal <input type="checkbox"/>	Vinyl/V.Cld <input type="checkbox"/>	Wd./Vnyl/Fxd <input type="checkbox"/>
	Damaged <input type="checkbox"/>	Mildew/Mold <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Repaint <input type="checkbox"/>
DOOR	Bind <input type="checkbox"/>	Damaged <input type="checkbox"/>	Not Applicable	
	Pocket/Bi-Fold <input type="checkbox"/>	Hinged <input type="checkbox"/>	Wood <input type="checkbox"/>	French <input type="checkbox"/>
PATIO DOOR	Bind <input type="checkbox"/>	Damaged <input type="checkbox"/>	Operational	
	Sliding <input checked="" type="checkbox"/>	Hinged <input type="checkbox"/>	Wood <input type="checkbox"/>	Vinyl <input checked="" type="checkbox"/>
LIGHTING	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Operational	
CEILING FAN	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Not Applicable	
RECEPTACLE	Damaged/No Cover <input type="checkbox"/>		Operational	
	Switched <input type="checkbox"/>	Reverse Polarity <input type="checkbox"/>	No Ground <input type="checkbox"/>	Open Ground <input type="checkbox"/>
HEAT SOURCE	None <input type="checkbox"/>		Thermostat <input checked="" type="checkbox"/>	Electric <input checked="" type="checkbox"/>
	Air Register <input type="checkbox"/>	Convactor/Radiator <input type="checkbox"/>	Radiant <input type="checkbox"/>	



Pillar To Post

DINING ROOM

FLOOR	Worn <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted	
	Carpet <input type="checkbox"/>	Vinyl <input type="checkbox"/>	Laminate <input checked="" type="checkbox"/>	Ceramic <input type="checkbox"/>
WALL	Patched <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted	
	Drywall/Plaster <input checked="" type="checkbox"/>	Brk/Bik/Stone <input type="checkbox"/>	Wood <input type="checkbox"/>	Wallpaper <input type="checkbox"/>
CEILING	Patched <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted	
	Drywall/Plaster <input checked="" type="checkbox"/>	Stip/Acous/W <input type="checkbox"/>	Wood <input type="checkbox"/>	Tile <input type="checkbox"/>
WINDOW	Bind <input type="checkbox"/>	Not Tested <input type="checkbox"/>	Operational	
	Single/Db. Hung <input type="checkbox"/>	Cas./Awning <input type="checkbox"/>	Sliding/Fxd <input type="checkbox"/>	Bow <input checked="" type="checkbox"/>
	Thermal <input checked="" type="checkbox"/>	Alum./Metal <input type="checkbox"/>	Vinyl Clad <input checked="" type="checkbox"/>	<input type="checkbox"/>
	Damaged <input type="checkbox"/>	Mildew/Mold <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Repaint <input type="checkbox"/>
DOOR	Bind <input type="checkbox"/>	Damaged <input type="checkbox"/>	Not Applicable	
	Pocket/Bi-Fold <input type="checkbox"/>	Hinged <input type="checkbox"/>	Wood <input type="checkbox"/>	French <input type="checkbox"/>
PATIO DOOR	Bind <input type="checkbox"/>	Damaged <input type="checkbox"/>	Not Applicable	
	Sliding <input type="checkbox"/>	Hinged <input type="checkbox"/>	Wood <input type="checkbox"/>	Metal/Vinyl <input type="checkbox"/>
LIGHTING	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Operational	
CEILING FAN	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Not Applicable	
RECEPTACLE	Damaged/No Cover <input type="checkbox"/>		Operational	
	Switched <input type="checkbox"/>	Reverse Polarity <input type="checkbox"/>	No Ground <input type="checkbox"/>	Open Ground <input type="checkbox"/>
HEAT SOURCE	None <input type="checkbox"/>		Thermostat <input checked="" type="checkbox"/>	Electric <input checked="" type="checkbox"/>
	Air Register <input type="checkbox"/>	Convactor/Radiator <input type="checkbox"/>	Radiant <input type="checkbox"/>	

Tel.# (814) 583-5041



Master

BEDROOM

8/17/2007 1:16:14 PM Sec.10 Lot 5 Treasure Lake, DuBois, Pennsylvania 15801

FLOOR Worn Crack/Stain **No Visible Damage Noted**
 Carpet Vinyl Wood/Lam Ceramic

WALL Uneven Crack/Stain **No Visible Damage Noted**
 Drywall/Plaster Brk/Blk/Stn/ Wood/WP. Composite

CEILING Patched Crack/Stain **No Visible Damage Noted**
 Drywall/Plaster Stip/Acous/W Wood Tile

WINDOW Binds Not Tested **Operational**
 Double Hung Cas./Awning Sliding/Fxd Bay/Bow
 Ther/Fix/Sng Alum./Metal Vinyl Clad Wood
 Damaged Mildew/Mold Stain/Rot Repaint

DOOR Binds Damaged **Operational**
 Pocket/Bi-Fold Hinged Wood Composite

PATIO/DOOR Binds Damaged **Not Applicable**
 Sliding Hinged Wood Metal/Vinyl

CLOSET/DOOR Binds Damaged **Operational**
 Light Hinged Bi-Fold Sliding

LIGHTING None Unsecured **Operational**

CEILING FAN None Unsecured **Not Applicable**

RECEPTACLE Damaged/No Cover **Operational**
 Switched Reverse Polarity No Ground Open Ground

HEAT SOURCE None Thermostat Electric
 Air Register Convector/Radiator Radiant



Front Corner

BEDROOM

FLOOR Worn Crack/Stain **No Visible Damage Noted**
 Carpet Vinyl Wood/Lam Ceramic

WALL Uneven Crack/Stain **No Visible Damage Noted**
 Drywall/Plaster Brk/Blk/Stn/ Wood/WP. Composite

CEILING Patched Crack/Stain **No Visible Damage Noted**
 Drywall/Plaster Stip/Acous/W Wood Tile

WINDOW Binds Not Tested **Operational**
 Double Hung Cas./Awning Sliding/Fxd Bay/Bow
 Thermal Alum./Metal Vinyl Clad Wood
 Damaged Mildew/Mold Stain/Rot Repaint

DOOR Binds Damaged **Operational**
 Pocket/Bi-Fold Hinged Wood Composite

PATIO/DOOR Binds Damaged **Not Applicable**
 Sliding Hinged Wood Metal/Vinyl

CLOSET/DOOR Binds Damaged **Operational**
 Light Hinged Bi-Fold Sliding

LIGHTING None Unsecured **Operational**

CEILING FAN None Unsecured **Not Applicable**

RECEPTACLE Damaged/No Cover **Operational**
 Switched Reverse Polarity No Ground Open Ground

HEAT SOURCE None Thermostat Electric
 Air Register Convector/Radiator Radiant

Tel.# (814) 583-5041



Front - Middle

BEDROOM

Sec.10 Lot 5 Treasure Lake, DuBois, Pennsylvania 15801

FLOOR	Worn <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted	
	Carpets <input checked="" type="checkbox"/>	Vinyl <input type="checkbox"/>	Wood/Lam <input type="checkbox"/>	Ceramic <input type="checkbox"/>
WALL	Uneven <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted	
	Drywall/Plaster <input checked="" type="checkbox"/>	Brk/Blk/Stn/ <input type="checkbox"/>	Wood/WP. <input type="checkbox"/>	Composite <input type="checkbox"/>
CEILING	Patched <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	No Visible Damage Noted	
	Drywall/Plaster <input checked="" type="checkbox"/>	Stip/Acous/W <input type="checkbox"/>	Wood <input type="checkbox"/>	Tile <input type="checkbox"/>
WINDOW	Bounds <input type="checkbox"/>	Not Tested <input type="checkbox"/>	Operational	
	Double Hung <input checked="" type="checkbox"/>	Cas./Awning <input type="checkbox"/>	Sliding/Fxd <input type="checkbox"/>	Bay/Bow <input type="checkbox"/>
	Thermal <input checked="" type="checkbox"/>	Alum./Metal <input type="checkbox"/>	Vinyl Clad <input checked="" type="checkbox"/>	Wood <input checked="" type="checkbox"/>
	Damaged <input type="checkbox"/>	Mildew/Mold <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Repaint <input type="checkbox"/>
DOOR	Bounds <input type="checkbox"/>	Damaged <input type="checkbox"/>	Operational	
	Pocket/Bi-Fold <input type="checkbox"/>	Hinged <input checked="" type="checkbox"/>	Wood <input checked="" type="checkbox"/>	Composite <input type="checkbox"/>
PATIO/DOOR	Bounds <input type="checkbox"/>	Damaged <input type="checkbox"/>	Not Applicable	
	Sliding <input type="checkbox"/>	Hinged <input type="checkbox"/>	Wood <input type="checkbox"/>	Metal/Vinyl <input type="checkbox"/>
CLOSET/DOOR	Bounds <input type="checkbox"/>	Damaged <input type="checkbox"/>	Operational	
	Light <input checked="" type="checkbox"/>	Hinged <input type="checkbox"/>	Bi-Fold <input type="checkbox"/>	Sliding <input checked="" type="checkbox"/>
LIGHTING	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Operational	
CEILING FAN	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Not Applicable	
RECEPTACLE	Damaged/No Cover <input type="checkbox"/>		Operational	
	Switched <input type="checkbox"/>	Reverse Polarity <input type="checkbox"/>	No Ground <input type="checkbox"/>	Open Ground <input type="checkbox"/>
HEAT SOURCE	None <input type="checkbox"/>	Thermostat <input checked="" type="checkbox"/>	Electric <input checked="" type="checkbox"/>	
	Air Register <input type="checkbox"/>	Convactor/Radiator <input type="checkbox"/>	Radiant <input type="checkbox"/>	



N/A

BEDROOM

FLOOR	Worn <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	Not Applicable	
	Carpets <input type="checkbox"/>	Vinyl <input type="checkbox"/>	Wood/Lam <input type="checkbox"/>	Ceramic <input type="checkbox"/>
WALL	Uneven <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	Not Applicable	
	Drywall/Plaster <input type="checkbox"/>	Brk/Blk/Stn/ <input type="checkbox"/>	Wood/WP. <input type="checkbox"/>	Composite <input type="checkbox"/>
CEILING	Patched <input type="checkbox"/>	Crack/Stain <input type="checkbox"/>	Not Applicable	
	Drywall/Plaster <input type="checkbox"/>	Stip/Acous/W <input type="checkbox"/>	Wood <input type="checkbox"/>	Tile <input type="checkbox"/>
WINDOW	Bounds <input type="checkbox"/>	Not Tested <input type="checkbox"/>	Not Applicable	
	Single/Dbl. Hung <input type="checkbox"/>	Cas./Awning <input type="checkbox"/>	Sliding/Fxd <input type="checkbox"/>	Bay/Bow <input type="checkbox"/>
	Ther/Fix/Sng <input type="checkbox"/>	Alum./Metal <input type="checkbox"/>	Vinyl/V.Clad <input type="checkbox"/>	Wd./Vinyl/Fxd <input type="checkbox"/>
	Damaged <input type="checkbox"/>	Mildew/Mold <input type="checkbox"/>	Stain/Rot <input type="checkbox"/>	Repaint <input type="checkbox"/>
DOOR	Bounds <input type="checkbox"/>	Damaged <input type="checkbox"/>	Not Applicable	
	Pocket/Bi-Fold <input type="checkbox"/>	Hinged <input type="checkbox"/>	Wood <input type="checkbox"/>	Composite <input type="checkbox"/>
PATIO/DOOR	Bounds <input type="checkbox"/>	Damaged <input type="checkbox"/>	Not Applicable	
	Sliding <input type="checkbox"/>	Hinged <input type="checkbox"/>	Wood <input type="checkbox"/>	Metal/Vinyl <input type="checkbox"/>
CLOSET/DOOR	Bounds <input type="checkbox"/>	Damaged <input type="checkbox"/>	Not Applicable	
	Light <input type="checkbox"/>	Hinged <input type="checkbox"/>	Bi-Fold <input type="checkbox"/>	Sliding <input type="checkbox"/>
LIGHTING	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Not Applicable	
CEILING FAN	None <input type="checkbox"/>	Unsecured <input type="checkbox"/>	Not Applicable	
RECEPTACLE	Damaged/No Cover <input type="checkbox"/>		Not Applicable	
	Switched <input type="checkbox"/>	Reverse Polarity <input type="checkbox"/>	No Ground <input type="checkbox"/>	Open Ground <input type="checkbox"/>
HEAT SOURCE	None <input type="checkbox"/>	Thermostat <input type="checkbox"/>	Electric <input type="checkbox"/>	
	Air Register <input type="checkbox"/>	Convactor/Radiator <input type="checkbox"/>	Radiant <input type="checkbox"/>	

Tel.# (814) 583-5041



The following limitations pertain to your report as marked.

- Snow Cover/Obstruction** – Areas in report noted as “not visible” have not been inspected because of snow cover or other obstruction impeding a visual inspection.
- Occupied Home** – The home is occupied by seller/tenant with their personal belongings and furniture which may limit some areas to inspect.
- Skylight** – Skylights are an excellent source of light to dwellings, but frequently have condensation problems and are always a risk for potential future water leaks because flashings require regular ongoing maintenance by an experienced roofer.
- Solarium** – Solariums in most cases are installed as an addition to the main structure to necessitate additional living space. They are high maintenance and most often have condensation problems which can be controlled but never eliminated. Expect a need for frequent re-glazing of panes and/or replacement of thermal units as this structure ages and deteriorates. Also, with dramatic seasonal changes in temperature, it is difficult to control the interior climate of this part of the dwelling.
- Built Up Roofs** – This roof is constructed of a built-up membrane that is essentially hidden from view. As such, it is difficult to inspect fully without destructive testing which is beyond the scope of the inspection. This inspection is limited to reviewing and describing the roof system and does not guarantee or warranty now or in the future that the roof will not leak.
- Finished Basements** – The finishing of the basement prevents visual inspection of foundation walls, floors, mechanical and structural components. Normal High moisture readings were found at time of inspection. Despite these tests results, a dry basement at this time or at any time in the future is not guaranteed.
- Circuit Sizing** – The Inspector is required to address the compatibility of conductors and overcurrent devices. In some instances, general trade procedures include over-sizing overcurrent devices to guard against nuisance (e.g. air conditioning units, dryers). The Inspector is not required to evaluate such general trade procedures, but to inform you of incompatibility.
- Standard and Mid - Efficiency Furnace** - Only a limited section of the heat exchanger could be viewed with a light and mirror. Dismantling the furnace to thoroughly inspect the heat exchanger is beyond the scope of this inspection. You are advised to obtain the services of a qualified gas fitter/technician to perform a complete inspection of your furnace prior to the start of the heating season.
- High-Efficiency Furnace** – No part of the exchanger or the burner area could be viewed. Dismantling the furnace to thoroughly inspect the heat exchanger is beyond the scope of this inspection. You are advised to obtain the services of a qualified gas fitter/technician to perform a complete inspection of your furnace prior to the start of the heating season.
- Chimney** – The interior of chimneys and their flue liners are not visible on our visual inspection. You are advised to obtain the services of a qualified chimney sweeper or other qualified personnel to perform a complete inspection and tune up of your fireplace/stove prior to using the appliance.
- Heat Pumps** – Heat pumps are complex systems that require frequent maintenance and repair costs once they reach the age of five to ten years or more. Only qualified technicians can properly inspect all the cycles of these units because it is technically exhaustive and beyond the scope of this visual inspection. At this time the heating cooling cycle could not be checked due to seasonal temperature limitations. Heat pumps are not a practical source of heating when temperatures fall below 32° F
- Septic System and/or Well** – Have not been inspected. Both the septic system and the quality/quantity of the well water supply are beyond the scope of this inspection. Obtain the services of a qualified technician to perform a complete evaluation of your septic tank and leaching field and/or well water quality and recharge rate.
- Common Areas** – In general, the Inspector is not required to review or assess common areas in multi-unit developments. Attached common areas may include roads, paths, landscaping, integral roofs and wall systems. As a matter of courtesy, the Inspector will provide a general overview of what you should consider with respect to these areas. This may include evaluation of roof and external building attachments that may affect you via future additional service fees.
- Vintage Homes** – (homes built prior to 1950) – Character homes have inherent defects because they were built without the benefit of the standardized Building Codes. You must keep in mind that the defects noted throughout this report are typical of such dwellings because of normal wear and tear throughout the years. Often, maintenance repairs are ongoing and done based on your budget. If you tried to repair or improve all at once, costs could become high to the point where it is not practical or affordable to you at this time. Repairs or improvements which you would like to repair in the immediate future or have been advised to do, should be quoted prior to purchase by qualified contractors for costs and methods of repair.

4. Report of Reed's Chimney & Aire Duct Cleaning

dated April 22, 2009

5. Inspection Report of High Top Chimney dated August 21, 2007

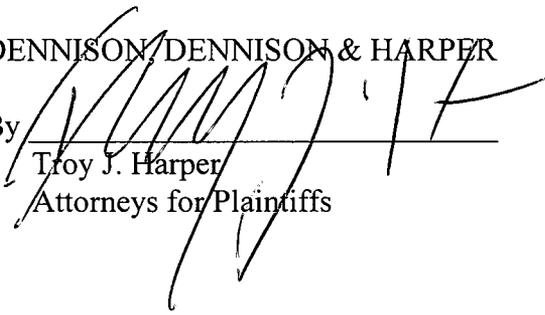
6. Estimate from High Top Chimney

7. Inspection Report from Pillar to Post dated August 17, 2007

RESPECTFULLY SUBMITTED,

DENNISON, DENNISON & HARPER

By



Troy J. Harper
Attorneys for Plaintiffs

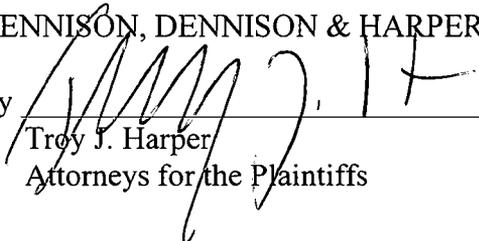
CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Notice of Intent to Introduce Documents Pursuant to Pa.R.C.P. 1305 was served on the 7th day of December, 2009 by United States Mail, First Class, Postage Prepaid, addressed to the following:

Jay P. Lundy, Esq.
Lukehart & Lundy
219 East Union Street
P.O. Box 74
Punxsutawney, Pennsylvania 15767

DENNISON, DENNISON & HARPER

By


Troy J. Harper
Attorneys for the Plaintiffs

CA

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

ROBERT M. GRIGGS and WENDY J.
GRIGGS

vs.

A. KEITH SMITH, individually and
t/d/b/a HIGH TOP CHIMNEY

No. 08-2019-CD

FILED

DEC 15 2009

0 7 30

William A. Shaw
Prothonotary/Clerk of Courts

5 sent to C/A

ORDER

NOW, this 15th day of December, 2009, it is the ORDER of the Court that

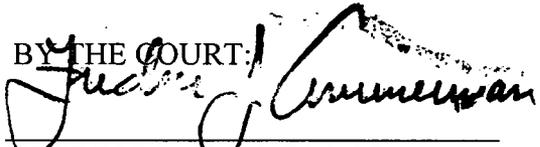
the above-captioned matter is scheduled for Arbitration on **Thursday, January 7, 2010 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Andrew P. Gates, Esquire, Chairman

Michael S. Marshall, Esquire

Frederick M. Neiswender, Esquire

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

BY THE COURT:

FREDRIC J. AMMERMAN
President Judge

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT M. GRIGGS and WENDY J.
GRIGGS,

Plaintiffs,

vs.

A. KEITH SMITH, individually and
t/d/b/a HIGH TOP CHIMNEY,
Defendant.

CIVIL ACTION - LAW

Number 08 - 2019, C. D.

Type of Case: Civil Division

Type of Pleading: Praecipe to Discontinue
An Action

Filed on Behalf of: Plaintiffs

Counsel of Record for this Party:
Troy J. Harper

Supreme Court Number: 74753

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED *ICC & 1 Cert*
m/10: 23m of disc issued
JAN 22 2010 to Atty

S
William A. Shaw *(Signature)* *Harper*
Prothonotary/Clerk of Courts *copy to CIA*

ROBERT M. GRIGGS and WENDY
J. GRIGGS,
Plaintiffs,

vs.

A. KEITH SMITH, individually and
t/d/b/a HIGH TOP CHIMNEY,
Defendant.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
* Civil Action - Law

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* Number 08 - 2019 C. D.

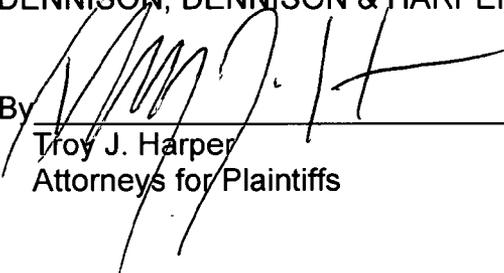
PRAECIPE TO DISCONTINUE AN ACTION

TO THE PROTHONOTARY:

You are hereby directed to mark the above captioned action "settled, discontinued
and ended."

DENNISON, DENNISON & HARPER

By



Troy J. Harper
Attorneys for Plaintiffs

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Robert M. Griggs
Wendy J. Griggs

Vs.

No. 2008-02019-CD

A. Keith Smith
High Top Chimney

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 22, 2010, marked:

Settled, discontinued and ended

Record costs in the sum of \$115.00 have been paid in full by Troy J. Harper Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of January A.D. 2010.



lm

William A. Shaw, Prothonotary