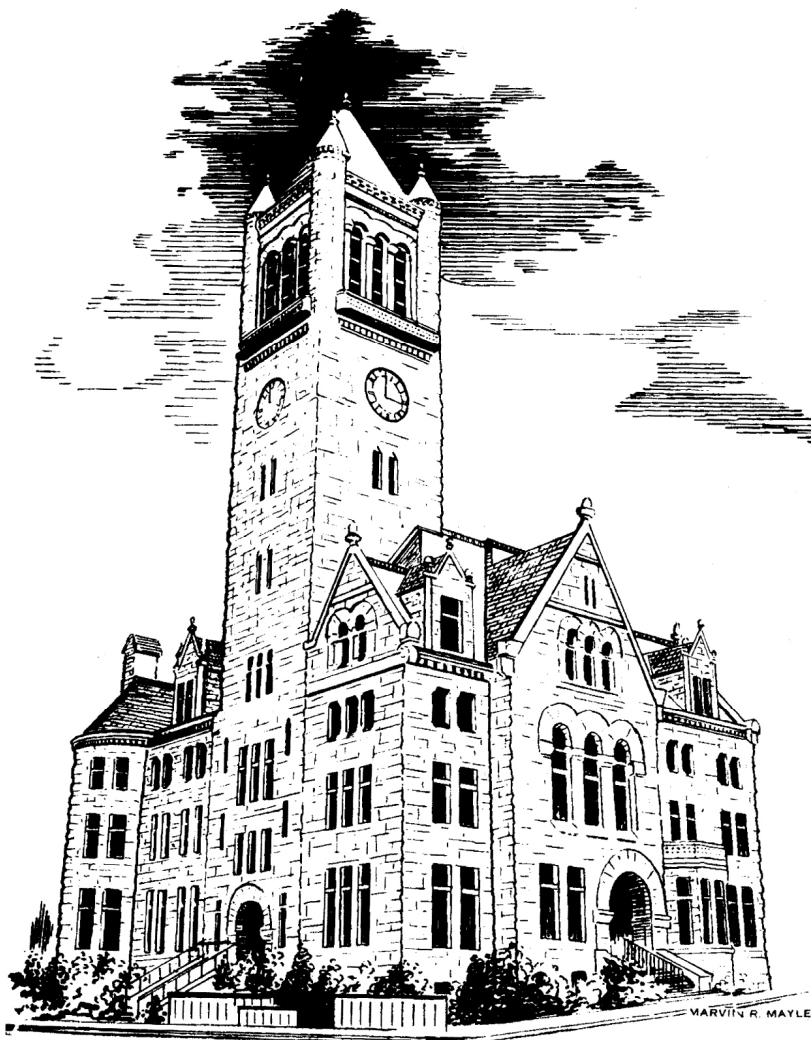


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ESTATE NOTICES

Notice is hereby given that letters testamentary or of administration have been granted to the following estates. All persons indebted to said estates are required to make payment, and those having claims or demands to present the same without delay to the administrators or executors named.

Third Publication

LINDA DIANE COOPER, late of Franklin Township, Fayette County, PA ⁽³⁾
Personal Representative: Elaine G. Weyer
 c/o 208 South Arch Street, Suite 2
 Connellsville, PA 15425
Attorney: Richard A. Husband

SHIRLEY L. FABRY, a/k/a SHIRLEY LUCILLE FABRY, late of Fairchance, Fayette County, PA ⁽³⁾
Executrix: Erin L. Schumacher
 c/o 51 East South Street
 Uniontown, PA 15401
Attorney: Webster & Webster

CYNTHIA R. NICHOLSON, late of Chalk Hill, Fayette County, PA ⁽³⁾
Administrator: Gregory P. Nicholson
 c/o 84 East Main Street
 Uniontown, PA 15401
Attorney: Vincent M. Tiberi

RONALD R. ROZELL, late of Connellsville, Fayette County, PA ⁽³⁾
Personal Representative:
 Rhonda A. Brooks
 c/o Watson Mundorff, LLP
 720 Vanderbilt Road
 Connellsville, PA 15425
Attorney: Timothy J. Witt

MAGDALENE A. STEPANIK, late of North Union Township, Fayette County, PA ⁽³⁾
Executrix: Marene Kolosky
 P.O. Box 283
 Oliver, PA 15472
 c/o 4 North Beeson Boulevard
 Uniontown, PA 15401
Attorney: Sheryl Heid

WILLIAM A. TEPER, a/k/a WILLIAM A. TEPER, SR., late of Luzerne Township, Fayette County, PA ⁽³⁾
Executor: William A. Teper, Jr.
 c/o 51 East South Street
 Uniontown, PA 15401
Attorney: Webster & Webster

Second Publication

CAROLYN JOAN ANDREWS, late of Uniontown, Fayette County, PA ⁽²⁾
Executrix: Linda Susan Cocciano
 c/o 11 Pittsburgh Street
 Uniontown, PA 15401
Attorney: Thomas W. Shaffer

RUTH ARLENE PLUME APPLEBY, late of Uniontown, Fayette County, PA ⁽²⁾
Executor: Tracy Ann Appleby Hixon
 c/o 11 Pittsburgh Street
 Uniontown, PA 15401
Attorney: Thomas W. Shaffer

JAMES PATRICK COBURN, III, late of Connellsville, Fayette County, PA ⁽²⁾
Administratrix: Cynthia A. Dragosin
 764 VanKirk Street
 Clairton, PA 15025
 c/o 400 Market Street
 Elizabeth, PA 15037
Attorney: Daniel F. Bekavac, Sr.

EMMA DZIAK, a/k/a EMMA JEAN DZIAK, late of Georges Township, Fayette County, PA ⁽²⁾
Executor: Jon Dzik, Sr.
 110 Top Row Road
 Uniontown, PA 15401
 c/o 76 East Main Street
 Uniontown, PA 15401
Attorney: Douglas S. Sholtis

ANN GEORGE, a/k/a ANN M. KOBALY, late of Washington Township, Fayette County, PA (2)
Executrix: Bonita A. Kline
 1415 Willowbrook Road
 Rostraver Township, PA 15012
 c/o 823 Broad Avenue
 Belle Vernon, PA 15012
Attorney: Mark E. Ramsier

JUSTIN HOOVER, a/k/a JUSTIN JAMES HOOVER, late of Wharton Township, Fayette County, PA (2)
Personal Representative: Jason C. Hoover
 c/o Higinbotham Law Offices
 45 East Main Street, Suite 500
 Uniontown, PA 15401
Attorney: James Higinbotham

GERALD B. KNOX, late of Redstone Township, Fayette County, PA (2)
Personal Representative: Randy Shea
 c/o Davis and Davis
 107 East Main Street
 Uniontown, PA 15401
Attorney: Jeremy J. Davis

SHIRLEY ANN LITTLE, late of Uniontown, Fayette County, PA (2)
Executors: Michael Wayne Little and David Allen Little
 c/o 11 Pittsburgh Street
 Uniontown, PA 15401
Attorney: Thomas W. Shaffer

JOHN PHILLIP MOORMAN, JR., late of Uniontown, Fayette County, PA (2)
Executor: James Albert Thomas
 c/o 11 Pittsburgh Street
 Uniontown, PA 15401
Attorney: Thomas W. Shaffer

JOHN A. SKILES, a/k/a JOHN ALLEN SKILES, late of German Township, Fayette County, PA (2)
Personal Representative: Deborah Matthews
 c/o Davis and Davis
 107 East Main Street
 Uniontown, PA 15401
Attorney: Jeremy J. Davis

ALBERT TOKARCIC, a/k/a ALBERT A. TOKARCIC, late of Uniontown, Fayette County, PA (2)
Administrator: Heather Tokarcik
 c/o Chambers & Pratt, P.C.
 223 East High Street
 Waynesburg, PA 15370
Attorney: Kimberly J. Simon-Pratt

EDWIN EUGENE WOLFE, late of Henry Clay Township, Fayette County, PA (2)
Administratrix: Renee Ruth
 c/o Proden and O'Brien
 99 East Main Street
 Uniontown, PA 15401
Attorney: Sean M. Lementowski

First Publication

GIFFORD F. GRIMES, a/k/a GIFFORD GRIMES, late of North Union Township, Fayette County, PA (1)
Executrix: Pamela S. Conn
 c/o John and John
 96 East Main Street
 Uniontown, PA 15401
Attorney: Simon B. John

CLARENCE F. HIBBARD, a/k/a CLARENCE F. HIBBARD, late of Georges Township, Fayette County, PA (1)
Co-Administrators: Traci L. Hibbard and Clarence E. Hibbard
 c/o George & George
 92 East Main Street
 Uniontown, PA 15401
Attorney: G.T. George

ROSEMARIE LAURITA, late of Menallen Township, Fayette County, PA (1)
Executor: Anthony J. Laurita
 c/o 51 East South Street
 Uniontown, PA 15401
Attorney: Anthony Dedola

FRANCES LOUISE LEON, late of Redstone Township, Fayette County, PA (1)
Personal Representative: Renee Donofrio
 c/o Davis & Davis
 107 East Main Street
 Uniontown, PA 15401
Attorney: James T. Davis

LENORA R. MEHAULIC, late of South Union Township, Fayette County, PA ⁽¹⁾

Executrix: Brenda Ann Lynn
c/o 4 North Beeson Boulevard
Uniontown, PA 15401
Attorney: Sheryl Heid

HARRY J. NEDLEY, SR., a/k/a HARRY J. NEDLEY, late of South Union Township, Fayette County, PA ⁽¹⁾

Personal Representative: Harry J. Nedley, Jr.
c/o George & George
92 East Main Street
Uniontown, PA 15401
Attorney: Joseph M. George

CHARLES A. YARRIS, a/k/a CHARLES A. YARRIS, SR., late of North Union Township, Fayette County, PA ⁽¹⁾

Executor: Charles A. Yarris, Jr.
c/o Fitzsimmons and Barclay
55 East Church Street, Suite 102
Uniontown, PA 15401
Attorney: James N. Fitzsimmons, Jr.

LEGAL NOTICES

Notice of Revocable Trust Pursuant to 20 Pa. C.S. § 7755(c)

The Roley Family Trust under agreement
dated 9/27/2001

Notice is hereby given of the administration of THE ROLEY FAMILY TRUST, DATED SEPTEMBER 27, 2001. JEANETTE F. ROLEY, settlor of the trust, of the City of Connellsville, County of Fayette and Commonwealth of Pennsylvania, died on December 22, 2020. All persons indebted to the said decedent are requested to make payment to the undersigned without delay, and all persons having claims or demands against said estate are requested to make known the same.

David Edward Roley, Successor Trustee

c/o WATSON MUNDORFF, LLP
720 Vanderbilt Road
Connellsville, PA 15425-6218
Phone: 724-626-8882

To: Brittany Lewis

**In Re: P.L., minor child,
born August 17, 2015**

**In Re: Z.S., minor child,
born November 16, 2019**

A petition for involuntary termination of parental rights has been filed asking the court to put an end to all rights you have to your children, P.L., born August 17, 2015, and Z.S., born November 16, 2019. The court has set a hearing to consider ending your rights to your children.

The hearing will be held in the Greene County Courthouse, 10 E. High Street, Waynesburg, PA 15370 on February 17, 2021, at 9:30 a.m. in the assigned courtroom before the Judge.

You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the court without you being present.

You have a right to be represented at the hearing by a lawyer. 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. Southwestern Pennsylvania Legal Aid, 63 S. Washington Street, Waynesburg, PA 15370; (724) 627-3127 or Lawyer Referral Service, 10 E. High Street, Waynesburg, PA; (724) 852-5237.

This notice given by Greene County Children and Youth Services, 150 Fort Jackson County Building, 19 South Washington Street, Waynesburg, PA 15370.

(3 of 3)

IN THE COURT OF COMMON PLEAS OF
FAYETTE COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 2254 OF 2020 G.D.
PRESIDENT JUDGE JOHN F. WAGNER

STEEL GRAIN INVESTMENTS, LLC,
Plaintiff,
vs.

RAYMOND HUGH HICKLE, JR., JOY LOU
HICKLE, AND BONNIE L.
HICKLE, their heirs, beneficiaries, Successors
and/or Assigns Generally,
Defendants.

TO: RAYMOND HUGH HICKLE, JR., JOY
LOU HICKLE, AND BONNIE HICKLE, their
heirs, beneficiaries, Successors and/or Assigns
Generally,

Take notice that on December 23, 2020, the
Plaintiff, above mentioned, by and through his
attorneys, Davis & Davis, filed their Complaint
averring that they are the owners of the
following described parcel of real estate. Said
Complaint being filed in Quiet Title.

ALL that certain tract or parcel of land
situate in Georges Township, Fayette County,
Pennsylvania, more particularly bounded and
described as follows:

BEGINNING at a point in the center of the
Uniontown-Fairchance Road, corner to property
now or formerly of John B. Pollock; thence by
the center of said road, South 15 degrees 28
minutes West, 106.28 feet to a point; thence
North 72 degrees 53 minutes West, 177.44 feet
to a point; thence with other lands now or
formerly of Oliphant Coal and Coke Company,
North 34 degrees 37 minutes East, 107.07 feet to
a point; thence by land now or formerly of John
B. Pollock in a prior deed of record, South 74
degrees 32 minutes East, 142.23 feet to a point
in the center of said road, the place of beginning.
Containing 0.381 of an acre, more or less.

For prior see Record Book 3424, page 794
and Record Book 2276, page 82.

Tax Parcel No.: 14-17-0003

The within named Defendants appear to
have an interest in said premises which creates a
cloud upon Plaintiffs title, whereupon the
Plaintiff has filed their Complaint as aforesaid
asking the Court to enter a Decree terminating
all rights that the Defendants may have in said

premises and decree that the Plaintiff has the full
and free use and occupancy of said premises,
released and forever discharged on any right,
lien title or interest of said Defendants herein.

The service of this Complaint by
publication is made pursuant to an Order of
Court dated January 25, 2021, and filed at the
above number and term.

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.

THE FAYETTE COUNTY BAR
ASSOCIATION OF LAWYER REFERRAL
84 East Main Street
Uniontown, PA 15401

JUDICIAL OPINION

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

ROBERT F. BAKER t/d/b/a	:	
BAKER CONSTRUCTION,	:	
Plaintiff	:	
v.	:	
BERNARD J. LIPTAK and	:	
PRANAY G. AMIN, individuals	:	No. 1662 of 2017 G.D.
Defendants.	:	Honorable President Judge John F. Wagner, Jr.

OPINION AND ORDER

Wagner, P..J.

December 3, 2020

Before the Court is the mechanic's lien action filed by Plaintiff, Robert F. Baker t/d/b/a Baker Construction, against Defendants, Bernard J. Liptak and Pranay G. Amin for amounts remaining unpaid for labor and materials for his work in repairing and remodeling an existing ice rink to include a restaurant and tavern. This opinion and order is tendered after a bench trial in the case.

STATEMENT OF FACTS

The Defendants purchased real property known as the Ice Mine, which is a hockey and roller skating rink located at 3286 West Crawford Avenue, Dunbar Township, Fayette County, Pennsylvania with Fayette County Parcel ID 09-24-025501 in Record Book 3316, page 1692. The property had been taken over by a bank and subsequently sold to the Defendants. Prior to their purchase of the property, it had been vandalized and seriously damaged.

The Defendants on or about August 27, 2016 entered into an oral agreement with the Plaintiff for the repair and remodel of the property to include a restaurant. The Plaintiff, who was the Contractor, was to provide labor and materials to remodel the existing property using a diagram provided by Thomas Kinsey, who had been involved with the project for the bank. The parties agree that this was an oral contract for labor and materials with no fixed price. The Plaintiff worked on the project for approximately nine months with modifications and directions for change given to the Plaintiff by Thomas Kinsey. The Defendants eventually stopped making payments to the Plaintiff and he stopped working on the project on May 9, 2017. On August 2, 2017, the Plaintiff filed a Mechanic's Lien Complaint against the property owners. The Plaintiff contends that he is owed \$68,304.00 for labor and materials performed on the project and should be permitted to have a mechanic's lien placed on the property for that amount. The Defendants assert that the Plaintiff failed to comply with the requirements of the Mechanic's Lien Law and followed directions provided by the Bank's employee in altering and expanding the project.

DISCUSSION

A mechanic's lien is simply a statutory remedy for enforcing the payment of certain claims for materials and labor which have supposedly added to the value of the property

made subject to the statutory collection procedure. *Halowich v. Amminiti* 154 A.2d 406 (Pa.Super. 1959). A mechanic's lien is a statutory remedy and is strictly a proceeding in rem. Id. A mechanic's lien is designed to protect persons, who before being paid or fully paid, provide labor or material to improve a piece of property. Id. To effectuate a valid lien claim or perfect a lien, the contractor must comply strictly with the requirements of the Mechanic's Lien Law. *Regency Investments v. Inlander Ltd.* 855 A.2d 75 (Pa. Super. 2004).

The Mechanics' Lien Law has several timing requirements. Pursuant to Section 1501 of the statute, the Plaintiff is required to provide notice to the owner at least thirty days prior to the filing of the lien claim. 49 P.S. § 1501(B.1). Within one month after filing the claim, the Plaintiff is required to serve notice of the filing on the owner. 49 P.S. 1502(a)(2). The notice must provide certain details to the owner, including the court, case number, and date of filing.

Under Section 1502(a)(1), the Plaintiff must file its claim within six (6) months after the work is completed. Substantial compliance relates to the form of the notice only.

A claim under the Mechanics' Lien Law must state:

1. the name of the party claimant and whether he files as contractor or subcontractor;
2. the name and address of the owner or reputed owner;
3. the date of completion of the claimant's work;
4. if filed by a subcontractor, the name of the person with whom he contracted, and the dates on which preliminary notice, if required, and of formal notice of intention to file a claim was given;
5. if filed by a contractor under a contract or contracts for an agreed sum, an identification of the contract and a general statement of the kind and character of the labor or materials furnished;
6. in all other cases that that set forth in clause (5) of this section, a detailed statement of the kind and character of the labor or materials furnished, or both, and the prices charged for each thereof;
7. the amount or sum claimed to be due; and
8. such description of the improvement and of the property claimed to be subject to the lien as may be reasonably necessary to identify them. 49 P.S. 1503.

A Mechanics' Lien is purely statutory in nature and compliance with the statutory requirements is necessary to give the lien validity. The Mechanics' Lien Law of 1963 requires that the lien claim contain a statement of labor and materials furnished by the claimant and the degree of specificity required of that statement depends on the applicable subsection. In this case, as the parties entered into an oral contract for no fixed price, Section 1503(6) is the applicable section of the law. Plaintiff is required to strictly comply with Section 1503(6) by providing a detailed statement of the kind and character of the labor or materials furnished and the prices charged for each. Plaintiff attached a pile of exhibits, many duplicates, to verify the materials purchased and the work completed,

Plaintiff's witnesses were unable to verify the dates they worked on the project and the specific work performed. No evidence was presented of what materials were used to construct different portions of the project nor what materials were used for that construction. No specific documentation was presented as to how many workmen and how many hours were spent in the completion of any portion of the construction. While it is obvious work was completed, the Court cannot determine the accuracy of the claim with the documentation presented.

At the onset of the project, the Defendants provided a drawing prepared by Thomas Kinsey which was used by the Plaintiff as the basis for the design of the restaurant area. The sum of one hundred and fifty thousand dollars (\$150,000.00) was discussed initially. However, the Defendants continued paying the Plaintiff when the costs exceeded that amount. Throughout Plaintiffs involvement with the property, he took direction as to changes and modification of the project from Mr. Kinsey and testified that he provided Kinsey with the invoices for materials and his invoices for payments. Defendants allege that Mr. Kinsey was not their agent. The record is devoid of any evidence as to Mr. Kinsey's actual role and who he was acting on behalf. Plaintiff has failed to provide any evidence that Kinsey was in fact the agent of the Defendants and had the authority to authorize changes to the initial drawing or to authorize any repairs not detailed on the drawing.

The testimony provided by the Defendants' witness, Mrs. Liptak, who issued the checks for payment of the invoices, was that the Defendants had never been provided with detailed invoices listing costs of material labor, etc. During the trial, some of the documents provided were prepared subsequent to the filing of the claim, some even prepared by counsel for the Plaintiff.

Plaintiff asserts that the Court should transfer the case to civil division. Throughout the proceedings, Plaintiff had the opportunity to file a civil action and proceed with either or both options, however, he has chosen not to do so. It is the Plaintiffs choice to file not the Court's responsibility. A mechanic's lien is an additional, concurrent and cumulative remedy in rem, established by statute and does not exclude the use of any other available remedies. *Halowich v. Amminiti*. 154 A.2d 406 (1959). It is not intended to settle the contractual obligations between the parties. *Maflernas v. Stehman*. 642 A.2d 1120 (1994).

The defects in the Plaintiffs claim are substantial. Even after amendment, Plaintiffs evidence did not provide compliance with the statute. Therefore, Plaintiff's Mechanics' Lien Law claim is hereby DISMISSED.

BY THE COURT:
WAGNER, P.J.

ATTEST:
Prothonotary

WARMAN ABSTRACT & RESEARCH LLC

JOHN F. WARMAN
518 Madison Drive
Smithfield, PA 15478
724-322-6529
johnfranciswarman@gmail.com

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