UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re:

GERMANTOWN GROUP, INC. t/d/b/a CONCRETE SAFETY SYSTEMS,	:	Case No. 04-24185T
Debtor(s)	:	
	:	

ORDER

AND NOW, this 28th day of January, 2005, it is ORDERED that the Motion of the Official Committee of Unsecured Creditors ("Committee") to Reconsider this Court's Order of October 7, 2004 is hereby DENIED for the following reasons, inter alia,:

(1) assuming arguendo that the Committee has standing in this matter, said Committee concedes that all creditors and parties-in-interest received adequate notice of the October 7, 2004 hearing;

(2) the Committee has not met its burden under Fed. R. Civ. P. 59, as made applicable to this proceeding pursuant to Fed. R. Bankr. P. 9023. See North River Ins. Co. v CIGNA, 52 F.3d 1194, 1218 (3rd Cir. 1995). The Committee confuses the proper standard which this Court should apply when considering this Motion to Reconsider. If the Committee, through its counsel - or an individual creditor(s) - had pressed any objections at hearing on October 7, 2004, to the requested approval of the Stipulation at issue, the Court would have instructed the parties to "put on their proofs" at that time and the Court would have decided the matter on the basis of such a record. However, the record reflects that no such objections were pursued at that time. Therefore, the "Monroe Well" test does not apply at this "Reconsideration Juncture" but rather the "Rule 59"

standard applies. See In re Monroe Well Service, Inc., 67 B.R. 746 (Bankr. E.D. Pa. 1986), and I find that the Committee has not met its Rule 59 burden;

(3) in any event, I find as a fact herein that the "Corman-BSC" cash flow was essential to the continuance of Debtor's manufacturing operations leading up to a successful auction sale of the business and "Corman-BSC" could have offset any sums claimed against it by Third-Parties who purported to be creditors of the Debtor;

(4) I agree with Respondents herein that the aggregate amount of the Debtor's unsecured liabilities would not change if "Paragraph 2" of the relevant Stipulation were stricken by virtue of a ruling herein that my Order of October 7, 2004 approving said provision should be vacated. The only change may involve a change in the identity of the parties holding the same pool of claims;

(5) I find that the Committee has withdrawn its Motion herein with respect to the "Construction Trust."

Reading, PA

THOMAS M. TWARDOWSKI
United States Bankruptcy Judge