

# *Adams County* **Legal Journal**

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Vol. 66

February 7, 2025

No. 41

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## **IN THIS ISSUE:**

**MICHAEL F. WOODS**

**v.**

**McSHERRYSTOWN BOROUGH, ROBERT NEIDERERR,  
JOSEPH VONSAS, TIMOTHY KLUNK, THOMAS  
SNYDER, STEPHEN PASCOE, KIMBERLY WAGNER,  
AND KEITH LEWTER**

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CHANGE OF NAME NOTICE

CHANGE OF NAME NOTICE

INCORPORATION NOTICE

NOTICE IS HEREBY GIVEN that on December 19, 2024, a petition for name change was filed in the Court of Common Pleas of Adams County, Pennsylvania, requesting a decree to change the name of Petitioner Ashley Nichole Burg to Fio Morgan Burg.

The Court has affixed March 24<sup>th</sup>, 2025, at 11:30 am in courtroom #2, fourth floor of the Adams County Courthouse as the time and place for the hearing of said petition, when and where all persons interested may appear and show cause, if any they have, why the Petition should not be granted.

2/7

CHANGE OF NAME NOTICE

NOTICE IS HEREBY GIVEN that on January 31, 2025, Madison Kaye Harner filed a petition to change her name to Madison Kaye Harner-Shank. A hearing is set for April 25, 2025, at 2:15 p.m., Courtroom #2, Fourth Floor, Adams County Courthouse, at which time any and all persons interested may appear and show cause, if any, why the request of the petitioner (No. 2025-SU-0125) should not be granted.

Bernard A. Yannetti, Esq.  
Hartman & Yannetti, Inc.  
126 Baltimore Street  
Gettysburg, PA 17325

2/7

NOTICE IS HEREBY GIVEN that on January 23, 2025, a Petition for Change of Name was filed in the Office of the Prothonotary in and for Adams County, Pennsylvania, at Case No. 2025-SU-0079, seeking to change the name of Petitioner from Jacqueline Lee Winand to Jacqueline Lee.

The Court has fixed the 25<sup>th</sup> day of April 2025, at 1:15 p.m. in Courtroom No. 2, Fourth Floor, of the Adams County Courthouse, 117 Baltimore Street, Gettysburg, PA 17325, as the time and place for hearing on said Petition, when and where all persons interested may appear and show cause, if any they have, why the prayer of the said Petitioner may not be granted.

Thomas E. Miller, Esquire  
Law Office of Thomas E. Miller, LLC  
249 York Street  
Hanover, PA 17331  
Solicitor

2/7

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, on January 27, 2025, for the purpose of obtaining a Certificate of Incorporation of a proposed corporation to be organized under the provisions of the Pennsylvania Business Law of 1988, P.L. 1444, No. 177, as amended. The name of the corporation is **GESTALT GETTYSBURG, INC.**, with a registered office of the corporation being 55 Gablers Road, Aspers, PA 17304. The name of the entity or person owning or interested in said business is Andrea L. Dolges.

David K. James, III, Esquire  
234 Baltimore Street  
Gettysburg, PA 17325

2/7

FICTITIOUS NAME  
REGISTRATION NOTICE

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 311 of the Act of December 16, 1982, P.L. 1309, No. 295, codified as amended (54 Pa. C.S.A. § 311), there was filed in the Office of the Secretary of the Commonwealth of Pennsylvania, Department of State, Bureau of Corporations and Charitable Organizations, at Harrisburg, Pennsylvania, an application for Registration of Fictitious Name of **Jacoby's Gift Shop** with the address of the principal place of business being 2350 Biglerville Road, Gettysburg, PA 17325, located in Butler Township, Adams County, Pennsylvania. The name and address of the entity to said registration and interested in such business are: Jacoby Transportation, Inc., 2350 Biglerville Road, Gettysburg, PA 17325.

BARLEY SNYDER  
Attorneys at Law

2/7

FICTITIOUS NAME NOTICE

NOTICE IS HEREBY GIVEN that a certificate was filed under the Fictitious Name Act approved May 24, 1945, in the Office of the Secretary of the Commonwealth of Pennsylvania setting forth that MD Acres, LLC, 539 Quaker Church Road, York Springs, PA 17372, are the only person(s) owning or interested in a business, the character of which is property maintenance and repair services and that the name, style and designation under which said business is and will be conducted is **PennTop Property Services** and the location where said business is and will be located is 539 Quaker Church Road, York Springs, PA 17372.

MD Acres, LLC  
Owner

2/7

ARTICLES OF INCORPORATION  
NOTICE

NOTICE IS HEREBY GIVEN that a nonprofit corporation know as **Summerfield Condominium Association, Inc.** was incorporated on January 16, 2025, under the provisions of the Nonprofit Corporation Law of 1988, for the purpose to be the Association of Unit Owners organized pursuant to Section 3301 of the Uniform Condominium Act, Act of July 2, 1980, P.L. 286, No. 82, as amended, with respect to Summerfield, A Condominium Association, located in Oxford Township, Adams County, Pennsylvania, and established or to be established pursuant to the provisions of the Uniform Condominium Act. In furtherance of its purposes, the corporation may exercise all rights, privileges, powers and authority of a corporation organized under the Nonprofit Corporation Law of 1988, as amended, and of an association of unit owners organized under the Uniform Condominium Act.

BARLEY SNYDER  
Attorneys

2/7

ARTICLES OF INCORPORATION  
NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for a proposed nonprofit corporation to be known as **Summerfield Neighborhood Association, Inc.**, formed pursuant to the provisions of the Nonprofit Corporation Law of 1988, 15 Pa. C.S. Section 5306, et seq.

The proposed nonprofit corporation is organized to be the Association of Unit Owners organized pursuant to Section 5301 of the Uniform Planned Community Act, Act of December 19, 1996, P.L. 1336, No. 180, with respect to Summerfield, a Planned Community, pursuant to the provisions of the Uniform Planned Community Act. In furtherance of its purposes, the corporation may exercise all rights, privileges, powers, and authority of a corporation organized under the Nonprofit Corporation Law of 1988, as amended, and of an association of unit owners organized under the Uniform Planned Community Act.

BARLEY SNYDER  
Attorneys

2/7

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MICHAEL F, WOODS v. McSHERRYSTOWN BOROUGH, ROBERT NEIDERERR, in his official capacity, JOSEPH VONSAS, in his official capacity, TIMOTHY KLUNK, in his official capacity, THOMAS SNYDER, in his official capacity, STEPHEN PASCOE, in his official capacity, KIMBERLY WAGNER, in her official capacity and KEITH LEWTER, in his official capacity.

1. This case arises out of an employment agreement between the parties. Plaintiff became employed as Chief Operating Officer (“COO”) for the Borough by employment agreement (“Agreement”) on or about November 2, 2022
2. The Agreement also provided that Plaintiff was entitled to a severance package equal to six (6) months’ salary at the rate then in effect at the time of the notice of termination.
3. Plaintiff avers that by letter dated June 21, 2024 Defendant claimed it had no legal obligation to pay Plaintiff the severance.
4. Here, the Agreement was entered into one year prior by the then in office borough council and placed no constraints on the current council from hiring a new COO as within its policymaking authority. Plaintiff did not draft the Agreement. The Agreement explicitly provides that Plaintiff is entitled to six months’ severance following termination, which is not prohibited by the Borough Code nor so onerous as to be against public policy.
5. None of the caselaw cited by Defendants involves the issue of the enforceability of a severance provision of an employment agreement where there is no concurrent threat to an incoming council’s ability to freely govern.

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,  
PENNSYLVANIA, 2024-SU-0893

Edward A. Paskey, Esquire, Attorney for Plaintiff  
Isaac P. Wakefield, Esquire, Attorney for Defendants  
Campbell, P. J., Jan. 13, 2025

## OPINION

Before the Court for disposition are Defendant's Preliminary Objections. For the reasons set forth herein, the attached Order overruling Defendants' Preliminary Objections is entered.

## BACKGROUND

On August 19, 2024, Michael F. Woods ("Plaintiff"), former Chief Operating Officer ("COO") of McSherrystown Borough, filed a Civil Complaint against Defendants Robert Niedererr, Joseph VonSas, Timothy Klunk, Thomas Snyder, Stephen Pascoe, Kimberly Wagner, and Keith Lewter, collectively the McSherrystown Borough Council ("Defendants"). Plaintiff's Complaint contains one count for breach of contract.

This case arises out of an employment agreement between the parties. Plaintiff became employed as Chief Operating Officer ("COO") for the Borough by employment agreement ("Agreement") on or about November 2, 2022<sup>1</sup>. Per Article 12 of the Agreement, Plaintiff's employment would continue until terminated but "the [t]erm of the Agreement shall be no later than two years after the effective date and of the agreement, or the date of the organizational meeting of council following the next municipal election, whichever occurs first." The Agreement also provided that Plaintiff was entitled to a severance package equal to six (6) months' salary at the rate then in effect at the time of the notice of termination. On or about December 13, 2023, the former borough council unanimously voted to terminate Plaintiff and enacted the severance portion of the Agreement. At this same meeting, the former borough council approved the 2024 budget, which included a line item for severance payable to Plaintiff. On or about May 8, 2024, Plaintiff attempted via counsel to confirm that the Borough intended to pay the severance as outlined in the Agreement. Plaintiff avers that by letter dated June 21, 2024 Defendant claimed it had no legal obligation to pay Plaintiff the severance. Since termination, Plaintiff has received no payments pursuant to the severance provision of the Agreement.

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<sup>1</sup> The effective date of the Agreement is November 7, 2022.

On September 13, 2024, Defendants filed Preliminary Objections to Plaintiff's Complaint. By Order of Court dated September 16, 2024, the Court directed that disposition of Defendants' Preliminary Objections would proceed in accordance with Pa. R.C.P. 1028 and Adams County Local Rule 1028(c). On September 23, 2024, Defendants filed their Brief in Support and on October 17, 2024 Plaintiff filed a Reply and Brief in Opposition to Defendant's Preliminary Objections. Oral argument was held on December 10, 2024. The Preliminary Objections are now ripe for disposition.

### LEGAL STANDARD

Preliminary objections are limited to the grounds listed in Pa. R.C.P. 1028(a). Under Pennsylvania law, preliminary objections in the nature of a demurrer test the legal sufficiency of the complaint. **Feingold v. Hendrzak**, 15 A.3d 937, 941 (Pa. Super. 2011). When considering preliminary objections, the Court must accept as true all well-pleaded material facts set forth in the complaint and all reasonable inferences that may be drawn from those facts. **Ballroom, LLC v. Commonwealth**, 984 A.2d 582, 586 n.3 (Pa. Commw. Ct. 2009). Preliminary Objections will be sustained where the case is clear and free from doubt. **Rambo v. Greene**, 906 A.2d 1232, 1235 (Pa. Super. 2006).

### DISCUSSION

Defendant's first preliminary objection maintains that Plaintiff has failed to state a claim upon which relief can be granted pursuant to Pa.R.C.P. 1028(4) because the plain language of the Pennsylvania Borough Code ("Code") explicitly prohibits employment agreements that extend beyond a specified period. The Borough Code provides that a borough council may enter into an employment agreement for a borough manager and "[t]he employment or professional services agreement may remain in effect for a specified period terminating no later than two years after the effective date of the agreement or the date of the organizational meeting of council following the next municipal election, whichever occurs first." **8 Pa.C.S. § 1142(b)(2)**. The Pennsylvania's Supreme Court has stated

of the Code's prohibition on employment agreements that extend beyond such terms that:

[t]he obvious purpose of the rule is to permit a newly appointed governmental body to function freely on behalf of the public and in response to the governmental power or body politic by which it was appointed or elected, unhampered by the policies of the predecessors who have since been replaced by the appointing or electing power. To permit the outgoing body to 'hamstring' its successors by imposing upon them a policy implementation and to some extent, policymaking machinery, which is not attuned to the new body or its policies, would be to most effectively circumvent the rule.

**Mitchell v. Chester Hous. Auth.**, 132 A.2d 873, 878 (Pa. 1957).

Here, Defendants maintain that the Agreement was terminated on January 2, 2024 and to require the current council to honor provisions of that agreement would contravene the legislative intent of the Borough Code that incoming councils be free to govern and not be bound by contracts entered into by their predecessors. **Id.** Plaintiff counters that the Code, 8 Pa.C.S. § 101 et seq., grants boroughs broad authority to manage their affairs, including the power to "make contracts for lawful purposes." **8 Pa.C.S. § 1402(a).** Plaintiff asserts that Defendant misunderstands the intent of Plaintiff's Complaint which is payment of the severance and not rehire or reinstatement to his former position. Plaintiff does not contest his termination, rather the failure of the Borough to pay his severance. Therefore, Plaintiff does not seek to challenge the ability of the Defendants to hire and fire at-will nor to circumvent the legislative intent of the Code.

Plaintiff correctly cites to **Sullivan v. Chartwell Inv. Partners, LP**, wherein the Superior Court disagreed with the trial court, holding that whether an employee is at-will is "irrelevant to whether a contract existed to provide compensation during the term of his employment." 873 A.2d 710, 715-16 (Pa. Super. 2005). The Code explicitly addresses severance payments in that, "[a]n employment or professional services agreement entered into under this section

may specify conditions under which a borough manager who is an individual will be entitled to severance compensation[.]” **8 Pa. C.S. § 1142 (b)(3)**. Here, the Agreement provided for a six-month severance. The employment agreement was entered into on November 2, 2022. Thereafter, Plaintiff served in his position for over a year prior to enactment of the termination provision of the Agreement. This was not a “lame duck” contract entered into on the cusp of a new council entering office and the facts as plead do not indicate any implicit or explicit purpose to bind the current council or restrict its ability to hire and fire at will.

Defendant’s second preliminary objection maintains that under common law, a governmental contract that extends beyond the term for which the officials who entered into the contract are in office may be immediately terminated by their successors.

Defendants cites to various cases to support their position that an employment contract related to governmental functions cannot be enforced against successor councils. Notably, there are many factual differences between those cases and the matter at hand. For instance, Defendant cites to **Mitchell v. Chester Hous. Auth.**, to support the argument that the Agreement constituted a governmental function and therefore cannot be binding on a successor board. However, in **Mitchell** the plaintiff’s breach of contract claim stemmed from an employment agreement entered into at the eleventh hour “by a majority of one political make-up within a few days after it became certain that a Governor of a different political hue would soon take office...” 132 A.2d 873, 877 (Pa. 1957). The court found the circumstances surrounding the execution of that contract indicated a clear attempt to circumvent the incoming body’s policymaking ability. **Id.** at 878.

Defendant also cites to **Graybill v. North York Borough**, a non-precedential case, wherein the Commonwealth Court invalidated plaintiff-borough manager’s employment agreement in its entirety, including a severance provision. 297 A.3d 444 (Pa. Commw. Ct. 2023). In **Graybill**, the employment agreement at issue had been drafted by the plaintiff and included onerous severance provisions, such as three (3) years’ severance pay for any employee laid off which was to be paid in full on the employee’s last day,



including all benefits that employee would be entitled to during that period. **Id.** at \*1. The later revised employment agreement, also drafted by the plaintiff, provided for five (5) years severance pay of wages and benefits, a lump sum payment of \$20,000, and healthcare benefits for an employee and their spouse until death upon layoff. **Id.** at \*2. In invalidating the entire agreement, the court stated that the “barring of any reductions in workforce or layoffs clearly contravenes the well-established principle that boroughs are prohibited from contracting away their absolute right to employ individuals at will. **Graybill** at \*7 (citing **Stumpp v. Stroudsburg Mun. Auth.**, 658 A.2d 333, 334 (Pa. 1995)).

In **Falls Township v. McManamon**, the Commonwealth Court found the entirety of an employment contract invalid as against public policy where a new police chief and “lame duck” supervisors entered into a ““midnight contract”, illegally attempt[ing] to bind their successors in office.” 537 A.2d 946 (Pa. Commw. Ct. 1988). “A contract which will have the effect of and indeed appears to have been executed with the express purpose of, violating this rule runs counter to public policy and will not be enforced against public interest.” **Id.** at 948 (citing **Mitchell v. Chester Hous. Auth.**, 132 A.2d 873 (Pa. 1957)). Similarly to **Mitchell** and **Graybill**, the court in Falls Township reached this conclusion based on a factual analysis of the circumstances surrounding the creation of the contract wherein “lame duck” township supervisors dismissed the active police chief and appointed the appellant for a three-year period while their term was set to imminently end and the contract contained various provisions which constrained the incoming board from governing freely. **Falls Township**, 537 A.2d 946 (Pa. Commw. Ct. 1988).

Accepting the facts as plead demonstrates the distinguishable nature of those cases to the matter at bar. Here, the Agreement was entered into one year prior by the then in office borough council and placed no constraints on the current council from hiring a new COO as within its policymaking authority. Plaintiff did not draft the Agreement. The Agreement explicitly provides that Plaintiff is entitled to six months’ severance following termination, which is not prohibited by the Borough Code nor so onerous as to be against

public policy. Unlike in **Falls Township**, where appellant sought reinstatement to his former position, Plaintiff does not seek such action. None of the caselaw cited by Defendants involves the issue of the enforceability of a severance provision of an employment agreement where there is no concurrent threat to an incoming council's ability to freely govern.

### CONCLUSION

Therefore, for the reasons set forth herein, Defendant's preliminary objections are overruled. Plaintiff has met his burden under the Pennsylvania Rules of Civil Procedure by setting forth specific facts to show the existence of a contract and an alleged breach of its terms related to severance by failing to pay Plaintiff in the amount and frequency set forth in the Agreement. Accepting the well-pleaded facts in Plaintiff's Complaint as true, Plaintiff has stated a viable claim for breach of contract.

Accordingly, the attached Order is entered.

### ORDER

AND NOW, this 13<sup>th</sup> day of January, 2025, upon consideration of Defendants' Preliminary Objections to Plaintiff's Complaint and Plaintiff's Response thereto, it is hereby ORDERED and DECREED that Defendants' Preliminary Objections are OVERRULED.

**ESTATE/TRUST NOTICES**

**NOTICE IS HEREBY GIVEN** that in the estates/trust of the decedents set forth below, the Register of Wills has granted letters, testamentary of or administration to the persons named. All persons having claims or demands against said estates/trust are requested to make known the same, and all persons indebted to said estates/trust are requested to make payment without delay to the executors or administrators or their attorneys named below.

**FIRST PUBLICATION****ESTATE OF DOROTHY M. BOSAK, DEC'D**

Late of the Borough of Bendersville, Adams County, Pennsylvania  
 Executor: Joseph L. Bosak, Jr., 25 Ditzler Avenue, P.O. Box 602, Biglerville, PA 17307  
 Attorney: Harold A. Eastman, Jr., Barley Snyder, LLP, 123 Baltimore Street, Suite 101, Gettysburg, PA 17325

**ESTATE OF KALMAN V. ILLYEFALVI, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania  
 Co-executors: Stephen Arpad Ilyefalvi & Gizelle Arlene Knoch, 3164 Sykesville Road, Westminster, MD 21157

**TRUST OF JOHN A. LEETI, DEC'D**

Late of Straban Township, Adams County, Pennsylvania  
 Trustee: John A. Leeti Trust, c/o ACNB Bank, P.O. Box 4566, Gettysburg, PA 17325  
 Attorney: Adam D. Boyer, Esq., Barley Snyder, LLP, 123 Baltimore St., Suite 101, Gettysburg, PA 17325

**ESTATE OF JOAN RUTH MOWERY, DEC'D**

Late of Littlestown Borough, Adams County, Pennsylvania  
 Executrix: Michelle Dearstine, 725 97<sup>th</sup> Avenue, Naples, FL 34108

**ESTATE OF MARY H. SANDERS, DEC'D**  
 Late of Hamiltonban Township, Adams County, Pennsylvania  
 Executor: David H. Krebs, Jr., 4274 14th Street NE, Naples, FL 34120  
 Attorney: David K. James III, Esq., 234 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF ANDRA T. SLAYBAUGH, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania  
 Personal Representative: Casey Slaybaugh, 23 Kelly Road, New Oxford, PA 17350  
 Attorney: G. Steven McKonly, Esq., 119 Baltimore Street, Hanover, PA 17331

**SECOND PUBLICATION****ESTATE OF AUDREY J. BLACKSTONE, DEC'D**

Late of Cumberland Township, Adams County, Pennsylvania  
 Administrator: Eric T. Blackstone, 785 Fairfield Station Rd., Fairfield, PA 17320  
 Attorney: Bernard A. Yannetti, Esq., Hartman & Yannetti, Inc., Law Office, 126 Baltimore St., Gettysburg, PA 17325

**ESTATE OF SARAH L. BUCHER a/k/a SARAH BUCHER, DEC'D**

Late of Bendersville Borough, Adams County, Pennsylvania  
 Co-executors: Gregory A. Bucher, 1849A Biglerville Road, Gettysburg, PA 17325; Stephanie A. Janke, 218 George Street, Hanover, PA 17331  
 Attorney: David K. James III, Esq., 234 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF LARRY E. FOGLE, DEC'D**

Late of Germany Township, Adams County, Pennsylvania  
 Executrix: Angela Jo Topper, 75 North Queen Street, Littlestown, PA 17340  
 Attorney: David K. James III, Esq., 234 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF MABEL VIOLA HARE, DEC'D**

Late of Biglerville, Butler Township, Adams County, Pennsylvania  
 Administratrix: Tiffany L. Myers, 2970 Oxford Road, New Oxford, PA 17350  
 Attorney: John A. Wolfe, Esq., Wolfe, Rice, & Quinn, LLC, 47 West High Street, Gettysburg, PA 17325

**ESTATE OF MICHAEL LYNN HARE, DEC'D**

Late of Biglerville, Butler Township, Adams County, Pennsylvania  
 Executrix: Dorothy L. Hare, 224 Quaker Run Road, Biglerville, PA 17307  
 Attorney: John A. Wolfe, Esq., Wolfe, Rice, & Quinn, LLC, 47 West High Street, Gettysburg, PA 17325

**ESTATE OF JOANNA MYERS JONES, DEC'D**

Late of Littlestown Borough, Adams County, Pennsylvania  
 Administratrix: Leanna Goeckeritz Kikuta, 1717 Mott-Smith Dr., #1614, Honolulu, HI 96822  
 Attorney: Dennis M. Twigg, Esq., Hoffman, Comfort, Offutt, Scott, & Halstad, LLP, 24 North Court Street, Westminster, MD 21157

**ESTATE OF DAVID B. KAGARISE, DEC'D**

Late of Littlestown Borough, Adams County, Pennsylvania  
 Executrix: Deborah A. Kagarise, 116 Lumber St., Littlestown, PA 17340  
 Attorney: Kristen R. Matthews, Esq., Kristen Matthews Law, 14 E. Welsh Pool Rd., Exton, PA 19341

**ESTATE OF REBA S. KEMPER a/k/a REBA SARAH KEMPER, DEC'D**

Late of Reading Township, Adams County, Pennsylvania  
 Administrator: Dominic A. Montagnese, 624 N. Front St., Wormleysburg, PA 17043  
 Attorney: Dominic A. Montagnese, Esq., Cherewka Law P.C., 624 N. Front St., Wormleysburg, PA 17043

**(SECOND PUBLICATION CONTINUED)****ESTATE OF D. FRED MILLER, DEC'D**

Late of Reading Township, Adams County, Pennsylvania  
 Co-executors: Lester L. Miller & Larry E. Miller, c/o Barley Snyder, LLP, 14 Center Square, Hanover, PA 17331  
 Attorney: Scott L. Kelley, Esq., Barley Snyder, LLP, 14 Center Square, Hanover, PA 17331

**ESTATE OF GEORGE S. NAS, DEC'D**

Late of Franklin Township, Adams County, Pennsylvania  
 Executrix: Virginia A. Thrasher, c/o Murphy & Childers, P.C., 237 East Queen Street, Chambersburg, PA 17201  
 Attorney: Jared S. Childers, Esq., Murphy & Childers, P.C., 237 East Queen Street, Chambersburg, PA 17201

**ESTATE OF DARLENE S. PLANK DEC'D**

Late of Cumberland Township, Adams County, Pennsylvania  
 Executor: Frank D. Plank, c/o Entwistle & Roberts, P.C., 66 West Middle Street, Gettysburg, PA 17325  
 Attorney: Barbara Jo Entwistle, Esq., Entwistle & Roberts, P.C., 66 West Middle Street, Gettysburg, PA 17325

**ESTATE OF BRETT D. POHLMAN, DEC'D**

Late of Mount Pleasant Township, Adams County, Pennsylvania  
 Administratrix: Jennifer L. Pohlman, c/o Salzmann Hughes, P.C., 112 Baltimore St., Gettysburg, PA 17325  
 Attorney: Todd A. King, Esq., Salzmann Hughes, P.C., 112 Baltimore St., Gettysburg, PA 17325

**ESTATE OF PAULINE N. RUMMEL, DEC'D**

Late of Mount Pleasant Township, Adams County, Pennsylvania  
 Executrix: Cindy Spangler, 1121 Cobblestone Court, Hanover, PA 17331  
 Attorneys: Crabbs & Crabbs, 202 Broadway, Hanover, PA 17331  
 717-637-9799

**ESTATE OF JEFFREY R. SMALL, DEC'D**

Late of Butler Township, Adams County, Pennsylvania  
 Executrix: Vivian K. Small, 1610 Table Rock Road, Gettysburg, PA 17325  
 Attorney: David K. James III, Esq., 234 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF DOLORES PAULINE TAYLOR a/k/a DOLORES P. TAYLOR, DEC'D**

Late of Straban Township, Adams County, Pennsylvania  
 Co-administratrices: Deborah A. Guiher, 140 Barlow-Greenmount Road, Gettysburg, PA 17325; Kathryn L. Taylor, 702 Linden St., Clearfield, PA 16830  
 Attorney: Puhl & Thrasher, 220 Baltimore Street, Gettysburg, PA 17325

**THIRD PUBLICATION****ESTATE OF LINDA B. DABLER, DEC'D**

Late of Reading Township, Adams County, Pennsylvania  
 Executrix: Regan M. Williams, c/o The Hamme Law Firm, LLC, 1946 Carlisle Road, York, PA 17408  
 Attorney: Tessa Marie Myers, Esq., The Hamme Law Firm, LLC, 1946 Carlisle Road, York, PA 17408 717-764-5926

**ESTATE OF STEVEN PAUL LITTEN, DEC'D**

Late of Straban Township, Adams County, Gettysburg, Pennsylvania  
 Executrix: Deborah P. Litten, 14 N. Steeplechase, Gettysburg, PA 17325  
 Attorney: John A. Wolfe, Esq., Wolfe, Rice, & Quinn, LLC, 47 West High Street, Gettysburg, PA 17325

**ESTATE OF ROY K. MILLHIMES a/k/a ROY KENNETH MILLHIMES, DEC'D**

Late of New Oxford Borough, Adams County, Pennsylvania  
 Executrix: Denise K. Storm, c/o Strausbaugh Law, PLLC, 104 Baltimore Street, Gettysburg, PA 17325  
 Attorney: Paul B. Royer, Esq., Strausbaugh Law, PLLC, 104 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF LORA L. PAXTON, DEC'D**

Late of Cumberland Township, Adams County, Pennsylvania  
 Personal Representative: Sue Ann Robinson, 310 Country Club Lane, Gettysburg, PA 17325  
 Attorney: Teeter Law Office, 108 West Middle Street, Gettysburg, PA 17325

**ESTATE OF OTTO CHARLES SELLS, DEC'D**

Late of Union Township, Adams County, Pennsylvania  
 Personal Representative: Kim Maureen Sells, 880 Orchard Lane, P.O. Box 182, Aspers, PA 17304  
 Attorney: Teeter Law Office, 108 West Middle Street, Gettysburg, PA 17325

**ESTATE OF JUNE E. WHITE, DEC'D**

Late of Franklin Township, Adams County, Pennsylvania  
 Co-executrices: Jan M. Sharrah, 2000 Goldenville Road, Gettysburg, PA 17325; Joyce E. Topper, 2681 Emmitsburg Road, Gettysburg, PA 17325; Jill E. Shaffer, 55 Shaffer Lane, Fairfield, PA 17320  
 Attorney: David K. James, III, Esq., 234 Baltimore Street, Gettysburg, PA 17325