



# Chester County Law Reporter

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(USPS 102-900)

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**County of Berks, Pennsylvania v. Delaware County Solid Waste Auth.**

Civil action – Breach of contract – Parol evidence – Ambiguity – Summary judgment – Interlocutory order – Immediate appeal certification

1. The fundamental rule in contract interpretation in Pennsylvania is to ascertain the intent of the contracting parties.
2. In cases of a written contract, the intent of the parties is the writing itself.
3. When the terms of a contract are clear and unambiguous, the meaning of the words used by the parties in formulating their rights and obligations is always the indicator of contractual intent. Thus, as a general matter, evidence outside the four corners of a written agreement—*i.e.*, parol evidence, may not be considered by a court in ascertaining the meaning of the words of the agreement.
4. The writing constitutes the agreement between the parties, and its terms and agreements cannot be added to nor subtracted from by parol evidence.
5. An exception to the bar against parol evidence in contract interpretation exists for contract terms which are ambiguous.
6. A contract is ambiguous if it is reasonably susceptible of different constructions and capable of being understood in more than one sense.
7. A court may not distort the meaning of the language or resort to a strained contrivance in order to find an ambiguity.
8. There is no ambiguity if one of the two proffered meanings is unreasonable. Nonetheless, if contract terms are subject to more than one reasonable interpretation when applied to a particular set of facts, a court will find as a matter of law that the contract is ambiguous.
9. It is strictly a legal determination as to whether written contract terms are ambiguous. When an ambiguity in contractual language exists, parol evidence is admissible to explain or clarify or resolve the ambiguity.
10. If, and only if, contractual language is reasonably or fairly susceptible of different constructions or has a double meaning will parol evidence be allowed.
11. Once a court decides that written contract terms are ambiguous, it is usually for the fact finder to resolve ambiguities and find the parties intent.
12. A summary motion may not be granted unless, viewing the evidentiary record in the light most favorable to the non-moving party, there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law.
13. Where a party moves for summary judgment in their capacity as a plaintiff, they do so as the party that bears the burden of proof at trial. Thus, not only must they come forth with evidence to satisfy every element of their causes of action, but they must also demonstrate that such evidence is wholly uncontroverted. If they cannot, then summary judgment must be denied.
14. Pennsylvania law does not automatically assume that the statutory or regulatory

- definition of words or phrases controls how those words or phrases must be defined when used in a private contract.
15. While custom or trade usage evidence is always admissible to construe the terms of a contract—irrespective of whether the contract itself is ambiguous—the proponent of such evidence must make a threshold showing that parties to the contract are familiar with the particular trade usage by virtue of being engaged in a particular industry, or otherwise have reason to know of it.
  16. If words have a special meaning or usage in a particular industry, then members of that industry are presumed to use the words in that special way, whatever the words mean in common usage and regardless of whether there appears to be any ambiguity in the words.
  17. A material breach by one party to a contract entitles the non-breaching party to suspend performance.
  18. Pennsylvania courts have long recognized that cases which turn on the meaning of contract terms are appropriate for resolution by way of summary judgment because, when a contract contains no ambiguities that would authorize the introduction of parol evidence, the interpretation of a contract is pure question of law.
  19. Pursuant to 42 Pa. C.S. § 702(b), a trial court may certify an interlocutory order for immediate appeal if it is of the opinion that the order involves a controlling question of law as to which there is substantial ground for difference of opinion and that an immediate appeal from the order may materially advance the ultimate termination of the matter.
  20. A Court’s § 702(b) certification does not automatically qualify an order for appellate review. Rather, the party or parties pursuing review must file a petition for permission to appeal within 30 days of the entry of the order pursuant to Pa. R.A.P. 1311. Further, even when a Rule 1311 petition is properly filed, the reviewing court always retains discretion to deny review.
  21. Plaintiff/counterclaim defendant, and defendant/counterclaim plaintiff, each filed cross-motions for summary judgment regarding a breach of contract matter. The Court *Held*, that the cross-motions for summary judgement were denied, and further certified its interlocutory Order for immediate appeal.

P.McK.

C.C.P. Chester County, Civil Action – Law, No. 2018-08958-CT; County of Berks, Pennsylvania v. Delaware County Solid Waste Authority

Neil S. Witkes and Garrett D. Trego for Plaintiff/Counterclaim Defendant  
Joseph C. Crawford and Cary L. Rice for Defendant/Counterclaim Plaintiff  
Tunnell, J., January 27, 2021:-

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COUNTY OF BERKS, PENNSYLVANIA : IN THE COURT OF COMMON PLEAS

*Plaintiff and Counterclaim Defendant*, : CHESTER COUNTY, PENNSYLVANIA

vs.

: CIVIL ACTION – LAW

DELAWARE COUNTY SOLID WASTE : NO. 2018-08958-CT  
AUTHORITY

*Defendant and Counterclaim Plaintiff.*

*Neil S. Witkes, Esquire and Garrett D. Trego, Esquire, for Plaintiff/Counterclaim Defendant*

*Joseph C. Crawford, Esquire and Cary L. Rice, Esquire, for Defendant/Counterclaim Plaintiff*

### **ORDER**

**AND NOW**, this 27th day of January, 2021, upon consideration of Plaintiff and Defendants’ Cross-Motions<sup>1</sup> for Summary Judgment, the parties’ respective responses thereto, the memorandum of law submitted by the parties and the record developed by the parties, it is hereby **ORDERED** and **DECREED** that the Motions are **DENIED**.<sup>2 3</sup>

The Court further finds that the judicial interpretation of Section 3.02(b) of the “Disposal Agreement” entered into between Plaintiff and Defendant dated October 12, 1989, involves a controlling question of law as to which there is substantial ground for difference of opinion and that an immediate appeal from this Order may materially advance the ultimate termination of the above-entitled matter. Therefore, the Court **CERTIFIES** this Order for immediate appeal pursuant to 42 Pa. C.S. § 702(b).<sup>4</sup>

**BY THE COURT:**

/s/ MARK L. TUNNELL, J.

<sup>1</sup> Plaintiff/Counterclaim Defendant County of Berks, Pennsylvania (“Berks County”), and Defendant/Counterclaim Plaintiff Delaware County Solid Waste Authority (“DCSWA”), cross-move for summary judgment. For ease of disposition, the Court decides the parties’ motions in a single order.

<sup>2</sup> This matter comes before the Court on cross-motions for summary judgment filed by Berks County and DCSWA regarding the interpretation of a contract. Briefly stated, DCSWA owns and operates the Rolling

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Hills Landfill (previously known as the “Colebrookdale Landfill”), a municipal waste landfill located in Earl Township, Berks County, pursuant to a permit issued by the Pennsylvania Department of Environmental Protection (previously known as the Pennsylvania Department of Environmental Resources, and herein-after referred to in all respects as “DER”). In September of 2018, DCSWA submitted an application (the “pending 2018 application”) to DER seeking authorization to install a soil berm along the southern portion of the landfill’s “disposal area”—that is, the portion of the landfill where waste is deposited. According to DCSWA, by adding the berm it could increase the volume of available space in the disposal area vertically, thereby extending the landfill’s useful life for up to 10.4 years at current usage levels. Significantly, the pending 2018 application does not propose to expand the horizontal boundary lines of the disposal area; however, in order to install the berm, DCSWA would need to laterally expand landfill’s “permit boundary”—that is, the outermost boundary line at which DCSWA is permitted to operate the landfill and which includes all of the landfill’s support structures and facilities, including the disposal area.

The pending 2018 application is one of a number of permit modifications DCSWA has sought from DER since DCSWA began operating the landfill in 1985. Relevant here, on September 23, 1988, DCSWA submitted an application (the “September 1988 application”) to DER which—following a series of technical reviews by DER engineers—sought to increase the size of the both the landfill’s permit boundary and its disposal area. At the time Berks County opposed the modifications proposed in the September 1988 application, and the parties were contemporaneously involved in litigation before Pennsylvania’s Environmental Hearing Board. Ultimately, DCSWA and Berks County resolved their disputes by entering into a contract on October 12, 1989, titled “Disposal Agreement” (“Agreement”). The Agreement addressed various rights and obligations of the parties, such as requiring DCSWA to pay Berks County a “host fee” of \$2.00 for every ton of waste deposited at the landfill which originated outside of Berks County. The Agreement also defined the circumstances in which DCSWA could seek to modify its permit with DER in the future if DER either authorized, denied, or otherwise limited certain modifications to the landfill proposed in the September 1988 application. The Agreement contains two definitions relevant in this regard. First, it defines the term “Landfill” to mean: “the Colebrookdale Landfill, which is located in Earl Township, Berks County, Pennsylvania, and which is owned and operated by the DCSWA.” Second, the term “Landfill Expansion” is defined to mean both (1) “the expansion of the Landfill as proposed . . . in the application for permit modification filed with the DER dated September 23, 1988,” and (2) “the disposal capacity requested in the application for permit modification filed with the DER dated September 23, 1988.” These two terms—“Landfill” and “Landfill Expansion”—are incorporated into Sections 3.02(b)(i) and (ii) of Agreement. Those sections provide:

**(b)(i)** If a permit for the Landfill Expansion is issued by the DER which authorizes a permitted disposal capacity at least equal to the disposal capacity requested in the Landfill Expansion (as originally submitted on September 23, 1988), the DCSWA shall not undertake any further lateral expansion of the Landfill without the prior written consent of the County.

**(b)(ii)** If a permit for the Landfill Expansion is not issued by the DER or is issued by the DER with a permitted disposal capacity which is less than the disposal capacity requested in the Landfill Expansion (as originally submitted on September 23, 1988), the DCSWA may laterally expand the Landfill without the consent of the County, but only to the extent necessary to receive a permitted disposal capacity equal to the disposal capacity requested in the Landfill Expansion (as originally submitted in September 23, 1988).

While there is some dispute between the parties regarding whether the permit ultimately issued by DER to DCSWA in December of 1990 authorized a disposal capacity “at least equal to the disposal capacity requested” in the September 1988 application, both parties agree that Section 3.02(b)(i) controls the disposition of the principal issue in this case. Both parties also agree that Section 3.02(b)(i) was intended to limit DCSWA’s discretion to modify its permit with DER in the future by requiring it to obtain Berks County’s written consent prior to undertaking any “further lateral expansion” of the landfill. The parties sharply diverge, however, as to whether the horizontal expansion of the permit boundary of the landfill as proposed in DCSWA’s pending 2018 application to DER constitutes a “further lateral expansion” of the landfill such that Berks County’s written consent to the modification is required.

The parties’ devote a significant portion of their briefs in support of their respective summary judgment motions arguing that the terms of Section 3.02(b)(i) of the Agreement are clear, unambiguous, and require the entry of judgment in each party’s favor. In short, Berks County contends that the phrases “lateral

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expansion of the Landfill” and “laterally expand the Landfill” as used in Section 3.02(b)(i) and (ii) occurs whenever the size to landfill’s outermost *permit boundary* is increased in a lateral (or horizontal) direction. According to Berks County, the record is undisputed that DCSWA’s September 1988 application to DER (the terms of which are incorporated into the Agreement, and which, as noted, is one of the definitions of “Landfill Expansion” in the Agreement) sought to increase the size of the landfill’s permit boundary from a previously permitted 59 acres to a requested 213.2 acres. Therefore, because DCSWA’s pending 2018 application to DER seeks to again-increase the size of the landfill’s permit boundary in order to install the soil berm, the proposed permit modification constitutes a “further lateral expansion” of the landfill under Section 3.02(b)(i), requiring DCSWA to obtain Berks County’s written consent. Berks County also argues that the plain meaning of Sections 3.02(b)(i) and (ii) supports this interpretation; in its view, since the Agreement’s defined term “Landfill” constitutes the “Colebrookdale Landfill,” and since a landfill is defined by the area of land in which it is permitted to operate as a municipal waste landfill under Pennsylvania law, a lateral expansion of “the Landfill” must mean a lateral expansion of the landfill’s permit boundary, not its disposal area. Based on this interpretation, Berks County contends that DCSWA breached the Agreement when it submitted the pending 2018 application to DER without obtaining its prior written consent.

DCSWA offers a materially different interpretation of Sections 3.02(b)(i). From its perspective, the phrase “lateral expansion of the Landfill” as used in that Section only occurs when the size of the landfill’s *disposal area* (as opposed to its outermost permit boundary) is increased in a lateral (or horizontal) direction. DCSWA asserts that the most natural reading of Section 3.02(b)(i) and (ii) supports this interpretation because the text of those Sections creates an “if/then rule,” in which DCSWA’s right to engage in a “further lateral expansion” of the landfill or to “laterally expand” the landfill is dependent upon whether DER grants, denies, or otherwise limits the amount of disposal capacity requested in the September 1988 application. Accordingly, DCSWA contends that it did not breach the Agreement by submitting the pending 2018 application to DER without Berks County’s consent because (1) consent is not necessary under Section 3.02(b)(i) when the disposal capacity of the landfill is sought to be increased by means of a vertical expansion of the disposal area; and (2) contrary to Berks County’s argument, Section 3.02(b)(i)’s consent-requirement is not triggered by proposed permit modifications which otherwise result in a horizontal or sideways expansion to the permit boundary of the landfill. DCSWA contends that Berks County’s submission of comments to DER formally opposing its pending 2018 application constitutes a breach of Section 3.01(c) of the Agreement, which provides that Berks County “shall not appeal or otherwise oppose, directly or indirectly, the issuance by the DER of any permit authorizing any future expansion of the Landfill to the extent said future expansion is consistent with the provisions of Section 3.02(b)” of the Agreement. Because its pending 2018 application to DER is “consistent with the provisions of Section 3.02(b),” argues DCSWA, Berks County breached the Agreement by opposing the issuance by DER of a permit authorizing a “future expansion” of the landfill.

Berks County instituted this action against DCSWA on August 30, 2018, by filing a complaint. A second amended complaint was filed on June 18, 2019, setting forth claims against DCSWA for declaratory judgment and specific performance. DCSWA filed an answer with new matter and counterclaims on July 18, 2019, likewise setting forth claims against Berks County for declaratory judgment and specific performance. The parties’ claims and counterclaims are to some extent mirror images of one another: primarily, Berks County seeks a declaration from this Court that DCSWA breached the Agreement by submitting the pending 2018 application to DER without obtaining its prior written consent, relief which is dependent upon Berks County prevailing on its interpretation of Section 3.02(b)(i) of the Agreement; for its part, DCSWA seeks a declaration that Berks County breached the Agreement by lodging its opposition to the pending 2018 application with DER, relief which is likewise dependent on DCSWA’s interpretation of Section 3.02(b)(i) of the Agreement. The parties also dispute whether DCSWA acted lawfully by suspending payment of the \$2.00 per ton “host fee” to Berks County throughout the pendency of this litigation, an issue which will be addressed *infra*.

### **Analysis**

As both Berks County and DCSWA recognize, the fundamental rule in contract interpretation in Pennsylvania is to ascertain the intent of the contracting parties. Lesko v. Frankford Hosp.-Bucks Cty., 15 A.3d 337, 342 (Pa. 2011). “In cases of a written contract, the intent of the parties is the writing itself.” Kripp v. Kripp, 849 A.2d 1159, 1163 (Pa. Super. 2004). When the terms of a contract are clear and unambiguous, the meaning of the words used by the parties in formulating their rights and obligations is always the indicator of contractual intent. Ibid. Thus, as a general matter, evidence outside the four corners of a written agreement—*i.e.*, parol evidence, may not be considered by a court in ascertaining the meaning of the words



of the agreement. *See, e.g., Yocca v. Pittsburgh Steelers Sports, Inc.*, 854 A.2d 425, 436 (Pa. 2004) (“[T]he writing constitutes the agreement between the parties, and its terms and agreements cannot be added to nor subtracted from by parol evidence.”) (*quoting Gianni v. Russell & Co.*, 126 A. 791, 792 (Pa. 1924)).

An exception to the bar against parol evidence in contract interpretation exists for contract terms which are ambiguous. “A contract is ambiguous if it is reasonably susceptible of different constructions and capable of being understood in more than one sense.” *Ins. Adjustment Bureau, Inc. v. Allstate Ins. Co.*, 905 A.2d 462, 468–69 (Pa. 2006). The ‘reasonably’ qualifier is important: a court may not “distort the meaning of the language or resort to a strained contrivance in order to find an ambiguity.” *Madison Constr. Co. v. Harleysville Mut. Ins. Co.*, 735 A.2d 100, 106 (Pa. 1999). Indeed, “there is no ambiguity if one of the two proffered meanings is unreasonable.” *Trizechahn Gateway LLC v. Titus*, 976 A.2d 474, 483 (Pa. 2009). Nonetheless, if contract terms are subject to “more than one reasonable interpretation when applied to a particular set of facts,” *ibid.*, a court will find as a matter of law that the contract is ambiguous. *See, e.g., Erie Ins. Co./Erie Ins. Exch. v. Flood*, 649 A.2d 736, 738 (Pa. Cmwlth. 1994) (“[I]t is strictly a legal determination as to whether written contract terms are ambiguous.”). Most notably, “[w]hen an ambiguity in contractual language exists, parol evidence is admissible to explain or clarify or resolve the ambiguity ...” *Windows v. Erie Ins. Exch.*, 161 A.3d 953, 958 (Pa. Super. 2017) (*quoting Miller v. Poole*, 45 A.3d 1143, 1146 (Pa. Super. 2012)).

Applying these principles, the Court finds that Section 3.02(b)(i) of the Agreement is ambiguous because it is capable of at least two equally reasonable interpretations. Berks County and DCSWA offer ample reasons in support of their respective interpretations of Section 3.02(b)(i), and the Court commends the parties for their excellent briefing on the issue. However, from the Court’s perspective, the intent of Section 3.02(b)(i) turns entirely on the meaning of the phrase “further lateral expansion.” The term “lateral expansion” is not defined in the Agreement. The phrase also begins with the prepositional term “further,” which clearly contemplates that an “initial” lateral expansion of the landfill would occur under the permit modifications proposed in DCSWA’s September 1988 application. If the “initial” lateral expansion to which the phrase “further lateral expansion” refers is the defined term “Landfill Expansion,” then Berks County’s proffered interpretation of Section 3.02(b)(i) is correct because—whatever other modifications DCSWA sought in the application to DER “as originally submitted on September 23, 1988”—it cannot be disputed that the application requested a lateral (or horizontal) increase in the size of the landfill’s permit boundary. Accordingly, a “further lateral expansion” of the landfill would encompass, at a minimum, any horizontal or sideways increase in the size of the landfill’s permit boundary, precisely the type of modification proposed in DCSWA’s pending 2018 application to DER, thereby requiring Berks County’s written consent.

On the other hand, the “initial” lateral expansion contemplated by Section 3.02(b)(i) may also reasonably be interpreted to be the “disposal capacity requested” by DCSWA as part of the “Landfill Expansion.” Under this interpretation, the landfill’s initial lateral expansion would be limited to the horizontal or sideways increase in the size of the landfill’s disposal area in accordance with DCSWA’s September 1988 application to DER, regardless of whether the proposed modifications also included a lateral increase in the size of the landfill’s permit boundary. As a consequence, the only “lateral expansions” of the landfill under Section 3.02(b)(i) that would require Berks County’s written consent in the future (*i.e.*, a “further lateral expansion”) would be any lateral increase in the size of the landfill’s disposal area; consent would not be necessary for purely “vertical” increases in the size of the disposal area and/or lateral increases in the size of the landfill’s permit boundary, both of which are the types of modifications proposed in DCSWA’s pending 2018 application to DER. While Berks County argues that this interpretation cannot be correct because the September 1988 application “as originally submitted on September 23, 1988” did not specifically identify a lateral increase in the size of the disposal area – either by acreage or by some other form of measurement—both the words of Section 3.02(b)(i) and (ii) as well as the Agreement’s defined term “Landfill Expansion” undisputedly indicate that the parties *understood* the September 1988 application as seeking authorization from DER to, among other things, increase the “disposal capacity” of the landfill, a phrase which can reasonably be interpreted to mean a lateral or horizontal increase in the size of the disposal area.

The Court finds that the two aforesaid interpretations are Section 3.02(b)(i) of the Agreement are reasonable. Therefore, Section 3.02(b)(i) is ambiguous as a matter of law.

Having determined that Section 3.02(b)(i) is ambiguous, the Court next considers whether the parol evidence in the record resolves the ambiguity. *See, e.g., Considine v. Reliance Ins. Co.*, 35 A.3d 1232, 1239 (Pa. Cmwlth. 2011) (Explaining that “[i]f, and only if, [contractual language] is rea-



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sonably or fairly susceptible of different constructions or has a double meaning should parol evidence be allowed.”). In its brief in support of summary judgment, DCSWA argues that the parol evidence record requires the entry of judgment in its favor because “the only extrinsic evidence produced in discovery supports [DCSWA’s] interpretation of the meaning of ‘lateral expansion of the Landfill’ in Section 3.02(b).” *Mem.*, at p. 33. In particular, DCSWA relies on the deposition testimonies of David Brooman, Esquire and Hershel Richman, Esquire, the attorneys whom represented DCSWA in the negotiation and drafting of the Agreement in 1988, both of whom testified that the phrase “lateral expansion of the landfill” as used in Section 3.02(b)(i) indicates a horizontal or sideways increase in the size of the landfill’s disposal area. *See, e.g., Brooman Dep.*, Ex. 4 at p. 157 (Testifying that the phrase “lateral expansion of the landfill” in Section 3.02(b)(i) refers to “the area in which waste it put.”); *Richman Dep.*, Ex. 5 at p. 59 (Testifying that “the lateral expansion of the landfill” in Section 3.02(b)(i) “was directly related to the permitted disposal capacity,” and that “we’re only looking at” the disposal area of the landfill, “not at the permit boundary of the landfill[.]” (emphasis added). DCSWA also directs the Court to what it calls “custom and usage” evidence, specifically, a proposed federal regulation issued by the Environmental Protection Agency (EPA) in 1988 (and ultimately adopted in 1991 in a slightly modified form) which defines the term “lateral expansion” when used in reference to a landfill to mean “any horizontal expansion of the *waste boundary* of an existing landfill unit.” *Mot.*, Ex. 6. DCSWA contends that Pennsylvania law allows the introduction of custom and usage evidence to interpret the meaning of a written agreement, and that the custom and usage evidence produced in this case clearly supports its interpretation of Section 3.02(b)(i).

For its part, Berks County mainly relies on the expert report of William F. Pounds, a “Senior Consultant for Waste Management with Osman Environmental Solutions” and “a recognized expert on the Commonwealth of Pennsylvania’s waste management regulations.” *Res.*, Ex. 10. In his report Pounds opines that, under Pennsylvania’s waste management regulations as adopted in April of 1988, a landfill is defined by its “permit boundary”—that is, the area of land and/or water permitted by DER where all landfill activities occur, including the disposal of waste in the disposal area. *See generally, 25 Pa. Code § 271.1* (Defining the terms, *inter alia*, “municipal waste landfill,” “permit area,” and “permit” for purposes of Pennsylvania’s solid waste regulations). From this, Pounds concludes that the phrases “lateral expansion of the Landfill” and “laterally expand the Landfill” as used in Sections 3.02(b)(i) and (ii) of the Agreement means to horizontally increase the size of the landfill’s permit boundary, not its disposal area.

In considering the discovery record, the court is mindful of the principle that, once a court decides that written contract terms are ambiguous, it is usually “for the fact finder to resolve ambiguities and find the parties intent.” *Metzger v. Clifford Realty Corp.*, 476 A.2d 1, 5 (Pa. Super. 1984). In this sense “parol evidence” is exactly like any other evidence submitted in support of a summary judgment motion: the motion may not be granted unless, viewing the evidentiary record in the light most favorable to the non-moving party, there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. *See, e.g., Ertel v. Patriot-News Co.*, 674 A.2d 1038, 1042 (Pa. 1996); *Pa. R.C.P. 1035.2(1)*. Significantly, both Berks County and DCSWA move for summary judgment in their capacities as plaintiff in this action—*i.e.*, as the party that bears the burden of proof at trial. Thus, not only must they come forth with evidence to satisfy every element of their causes of action, but they must also demonstrate that such evidence is wholly uncontroverted. If they cannot, then summary judgment must be denied. *See generally, 4C Anderson U.C.C. § 2A-405:57* (3d. ed.) (“An issue of fact becomes an issue of law and loses its triable character [only] if the undisputed facts leave no room for a reasonable difference of opinion.”)

Applying these principles, the Court finds that neither Berks County nor DCSWA has come forth with sufficient, uncontroverted evidence in support of its preferred interpretation of Section 3.02(b)(i) of the Agreement. The expert report authored by Pounds on behalf of Berks County echoes the arguments made by Berks County in support of its interpretation of the plain meaning of Section 3.02(b)(i). However, Pounds’ opinion is easily placed in dispute by the deposition testimonies of Attorneys Brooman and Richman, each of whom, as noted above, testified that the phrase “lateral expansion of the Landfill” in Section 3.02(b)(i) means what DCSWA, not Berks County, says it does. In any event, even if the Court ignored the testimony offered by Brooman and Richman, Pennsylvania law does not automatically assume that the statutory or regulatory definition of words or phrases controls how those words or phrases must be defined when used in a private contract. *See, Kripp*, 849 A.2d at 1165 (Holding that the Superior Court erred when it concluded that the word “cohabitation” as used in an alimony provision of a property settlement agreement “must mean what cohabitation means

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in 23 Pa. C.S. § 3706” of the Divorce Code, and explaining: “There is nothing in 23 Pa. C.S. § 3706 or in the Divorce Code to show that the General Assembly intended that the definition of cohabitation set forth in the statute be incorporated into or control private agreements[.]”).

Similar reasoning applies to DCSWA’s parol evidence. DCSWA makes much of Brooman and Richmans’ testimony, as well as the “custom and usage” evidence predicated on the proposed 1988 EPA regulation defining the term “lateral expansion” as any horizontal expansion of the waste boundary of a landfill, arguing that, when this evidence is considered together, “it becomes quite apparent that [DCSWA’s] interpretation of Section 3.02(b) ... is compelling and exactly what the parties to the contract actually intended.” Mem. in Opp., at p. 22. However, as noted by Berks County, the testimony given by Brooman and Richman as well as the 1988 EPA regulation may not even be admissible evidence for purposes of summary judgment. For example, when Brooman and Richmans’ deposition transcripts are read as a whole and considered in the light most reasonable to Berks County, both attorneys appear to be offering their personal legal opinions as to the proper interpretation of Section 3.02(b)(i) and (ii) of the Agreement, rather than testimony in their capacities as fact-witnesses of what the parties to this action—either DCSWA, Berks County, or both—actually intended by including those Sections in the Agreement. *See, e.g., Pa. R.E. 602* (“A witness may testify to a matter *only* if evidence is introduced sufficient to support a finding that the witness has personal knowledge of the matter.”) (emphasis added). Likewise, while “custom” or “trade usage” evidence is always admissible to construe the terms of a contract—irrespective of whether the contract itself is ambiguous—the proponent of such evidence must make a threshold showing that parties to the contract “are familiar with the particular trade usage by virtue of being engaged in a particular industry, or otherwise have reason to know of it.” Walney v. SWEPI LP, 311 F. Supp. 3d 696, 718 (W.D. Pa. 2018); *see also, Sunbeam Corp. v. Liberty Mut. Ins. Co.*, 781 A.2d 1189, 1193 (Pa. 2001) (“If words have a special meaning or usage in a particular industry, *then members of that industry* are presumed to use the words in that special way, whatever the words mean in common usage and regardless of whether there appears to be any ambiguity in the words.”) (emphasis added). Here, the parol evidence record simply lacks a sufficient foundation to conclusively establish that Berks County falls within the class of entities charged with knowledge that the term “lateral expansion” had a peculiar or special meaning in the late nineteenth eights when used in reference to a landfill.

In sum, the parol evidence record fails to conclusively establish that either parties’ interpretation of Section 3.02(b)(i) of the Agreement is correct. As such, Berks County and DCSWA’s cross-motions for summary judgment on this issue are denied. The Court adds that, in light of this holding, it need not consider various other arguments offered by the parties, including DCSWA’s argument that the letter dated December 11, 2017, from Berks County to DCSWA creates a question of fact as to whether Berks County already did consent to the permit modifications proposed in the pending 2018 application.

<sup>3</sup> The Court next turns to the dispute regarding DCSWA’s withholding of its “host fee” payments to Berks County during the pendency of this litigation. As noted, the Agreement requires DCSWA to pay Berks County \$2.00 for each ton of waste generated outside of Berks County which is deposited at the Rolling Hills Landfill. DCSWA represents to the Court, through its affiant, Wendy L. Marburger—the “Chief Operating Officer” of DCSWA—that it “suspended payment of the Host Fees that would otherwise have been owed to Berks County” as of the first quarter of 2019, and has “placed the Host Fees in escrow” pending the Court’s ruling on DCSWA’s counterclaim that Berks County breached the Agreement by opposing the pending 2018 application to DER. Mot., at p. 20. In its counterclaims and motion for summary judgment, DCSWA seeks declaratory relief to the effect that, as a result of Berks County’s breach of the Agreement, it has the right to suspend—and keep—the host fee payments “for the period of time in which Berks County was (and remains) in material breach of Section 3.01(c).” Mem., p. 45.

Berks County’s opposition to DCSWA’s suspension of host fee payments is predicated on Section 8.02(a) of the Agreement, which provides: “*The County and the DCSWA agree that the sole remedy for an Event of Default under Section 7.03(a) shall be a legal proceeding seeking specific performance of this Agreement[.]*” An “event of default” under the Section 7.03(a) cross-reference is Berks County’s “failure or refusal” to “fulfill all or any of its obligations under” the Agreement. In Berks County’s view, even assuming its opposition to DCSWA’s pending 2018 application to DER amounts to an event of default under Section 7.03(a), DCSWA’s “sole remedy” for that breach is to file an action against it for specific performance as required by Section 8.02(a); DCSWA’s unilateral

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suspension of its host fee payments, asserts Berks County, is contractually prohibited by that provision. As for its own claims against DCSWA, Berks County asserts that “the suspension of [DCSWA’s] performance by refusing to pay the County the required \$2 per ton host fee is itself a breach” of the Agreement, entitling it to an order from this Court directing DCSWA to “specifically perform” its contractual obligations by paying Berks County “all overdue host fees” now and in the future. *Mem.*, p. 20.

DCSWA offers two intertwined arguments in opposition to Berks County. First, it counters that because Berks County is the party demanding DCSWA to resume making host fees payments, the governing remedies provision of the Agreement is not Section 8.02(a)—as argued by Berks County—but instead Section 8.01(b), which governs actions by Berks County against DCSWA to enforce DCSWA’s “payment obligations” under the Agreement. Section 8.01(b) provides: “*The County and the DCSWA agree that the sole remedy for an Event of Default under Section 7.02(c) shall be a legal proceeding to enforce the DCSWA’s payment obligations*” as provided for in the Agreement. Section 7.02(c) defines an “event of default” by DCSWA as including its “failure . . . to pay amounts owed to the County under this Agreement within sixty (60) days following the date they become due.” In DCSWA’s opinion, because “it is Berks County that is seeking a judicial remedy here – a money judgment requiring payment” of the overdue host fees—Berks County’s claims against it constitute a legal proceeding under Section 8.01(b). *Mem. in Opp.*, p. 13.

In its second, related argument, DCSWA asserts that nothing in the Agreement prohibits it from asserting any “legally valid defenses” to Berks County’s claim for payment arising under Section 8.01(b), including the common law defense that one party’s material breach of a contract excuses the non-breaching party’s performance under that contract. *Ibid.* Here, contends DCSWA, Berks County’s opposition to the pending 2018 application to DER constitutes a material breach of the Agreement, thereby authorizing DCSWA to suspend its own performance, namely, by withholding payment of the host fees that would otherwise be owed to Berks County. In support of this argument DCSWA cites *Widmer Eng’g, Inc. v. Dufalla*, 837 A.2d 459 (Pa. Super. 2003), a case in which the Pennsylvania Superior Court described a “settled principle of contract law” in Pennsylvania as being “a material breach by one party to a contract entitles the non-breaching party to suspend performance.” *Id.*, at 467. *Dufalla* also sets forth a series of factors for courts to consider for purposes of determining the “materiality” of a contract breach. *Id.*, at 468. DCSWA asserts that Berks County’s opposition to its pending 2018 application to DER satisfies the “materiality” requirements as outlined in *Dufalla*, thus entitling it to suspend its host fee payments.

### **Analysis**

The Court recognizes the importance of the host fees issue to the parties. Indeed, in Ms. Marburger’s affidavit, she attests that the escrow account containing DCSWA’s withheld host fees contains \$1,323,469.69 as of May 30, 2020, and includes over \$6,000.00 in accrued interest. That amount has undoubtedly only increased since that time. *See, Plaintiff’s Reply Brief filed August 31, 2020* (Stating that DCSWA owes “over \$1.6 million in host fees” to Berks County). Nonetheless, the Court finds it appropriate to withhold ruling on the host fee issue presented by the parties’ cross-motions because any such ruling is dependent on a final determination of the meaning of Section 3.02(b)(i) of the Agreement, an issue that is not resolved by the Court’s order. In short, if Berks County did not breach the Agreement by opposing DCSWA’s pending 2018 application to DER because its underlying interpretation of the plain meaning of Section 3.02(b)(i) is correct, then DCSWA clearly had no legal or contractual right to suspend making host fee payments to Berks County, and itself breached the Agreement by voluntarily choosing to withhold those payments and instead deposit them into an escrow account. Alternatively, if Berks County’s opposition to DCSWA’s pending 2018 application is a breach of the Agreement because DCSWA’s interpretation of the plain meaning of Section 3.02(b)(i) is correct, then the legality DCSWA’s suspension of host fee payments must be determined by the Court. As should be obvious, only the later circumstances requires the Court to explore the arguments and specific claims asserted by DCSWA, a circumstance which may not ultimately come to fruition. Consequently, while the Court does not believe that the host fee issue between the parties presents the sort of “hypothetical situation” that the courts of this Commonwealth may not decide as being in the nature of an advisory opinion, *see, e.g., Philadelphia Entm’t & Dev. Partners, L.P. v. City of Philadelphia*, 937 A.2d 385, 392 (Pa. 2007), it does find it prudent to withhold judgment on the issue when not doing so would require the Court to make determinations which are contingent on the underlying outcome of the meaning of Section 3.02(b)(i) of the Agreement. Accordingly, the parties’ cross-motions for summary judgment on the host

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fees issue are also denied.

<sup>4</sup> The Court certifies this order for immediate appeal pursuant to 42 Pa. C.S. § 702(b). Pennsylvania courts have long recognized that cases which turn on the meaning of contract terms are appropriate for resolution by way of summary judgment because, when a contract contains no ambiguities that would authorize the introduction of parol evidence, the interpretation of a contract is pure question of law. *See, e.g. Geothermal Res. Int'l, Inc. v. E. Air Lines, Inc.*, 12 Pa. D. & C.3d 246, 250 (Pa. Com. Pl. 1979). Pursuant to 42 Pa. C.S. § 702(b), a trial court may certify an interlocutory order for immediate appeal if it is of the opinion that the order “involves a controlling question of law as to which there is substantial ground for difference of opinion and that an immediate appeal from the order may materially advance the ultimate termination of the matter[.]” *Ibid*. The Court believes the instant order satisfies that standard. In particular, the Court finds that substantial grounds for difference of opinion exist as to the application of Pennsylvania law to the correct interpretation of Section 3.02(b)(i) of the Agreement. It further finds that an immediate appeal “*may* materially advance” the ultimate termination of this case because, if either Berks County or DCSWA’s proffered interpretations of the plain meaning of Section 3.02(b)(i) are indeed correct, then a trial on the merits of that issue will not be necessary. Further, if Berks County prevails, then the issue of DCSWA’s suspension of host fee payments will *ipso facto* be decided in Berks County’s favor without the necessity of a trial.

Notably, the Court’s § 702(b) certification does not automatically qualify this order for appellate review. *See, e.g., 20 West’s Pa. Prac., Appellate Practice § 1311:2* (“Lower tribunal certification does not . . . make the interlocutory order immediately appealable.”). Rather, the party or parties pursuing review must file a petition for permission to appeal within 30 days of the entry of the order pursuant to Pa. R.A.P. 1311. *See, Gellar v. Chambers*, 437 A.2d 406, 407 (Pa.Super.1981) (Quashing appeal when appellant failed to file Rule 1311 petition despite the fact that the trial court certified the issue for appeal pursuant to 42 Pa. C.S. § 702(b)). Further, even when a Rule 1311 petition is properly filed, the reviewing court always retains discretion to deny review. *See, e.g., Kensey v. Kensey*, 877 A.2d 1284, 1286 (Pa. Super. 2005) (Declining to exercise “our prerogative review” of a trial court order certified pursuant to 42 Pa. C.S. § 702(b)). Thus, the Court’s § 702(b) certification simply authorizes Berks County, DCSWA, or both, to pursue an interlocutory appeal by permission if they so choose. If the parties decline, or if the appropriate appellate court ultimately denies review, this case shall be scheduled for trial.

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DiORIO THERAPY, LTD. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

Diorio & Sereni, L.L.P. 21 West Front Street  
P.O. Box 1789 Media, PA 19063

**ESTATE NOTICES**

*Letters Testamentary or of Administration having been granted in the following Estates, all persons having claims or demands against the estate of the said decedents are requested to make known the same and all persons indebted to the said decedents are requested to make payment without delay to the respective executors, administrators, or counsel.*

**1st Publication**

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**NAYLOR**, Sarah B., late of Tredyffrin Township. Anne Schwarz, care of CAROL R. LIVINGOOD, Esquire, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19087-0191, Executrix. CAROL R. LIVINGOOD, Esquire, Davis Bennett Spiess & Livingood LLC, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19087-0191, atty.

**NORTON**, Sharon T., late of West Grove. Rebecca Norton & Christina Joe, 227 West Summit Avenue, West Grove, PA 19390, Administrators.

**PIERCE**, Linda S., late of Upper Oxford Township. Theresa P. Weaver, 1055 Little Elk Creek Rd., Oxford, PA 19363, Executrix. ANITA M. D'AMICO, Esquire, D'Amico Law, P.C., 65 S. Third St., Oxford, PA 19363, atty.

**ROSS**, Joseph W., a/k/a Joseph Ross Sr., Joseph William Ross, & Joseph William Ross Sr., late of West Brandywine Township. Susan Evans, 29 Delaware Ave, Earleville, MD 21919 & Karis Hollenbeck, 1501 Pennsylvania Avenue, Prospect Park, PA 19076, Executors. GEORGE M. NIKOLAOU, Esquire, 166 Allendale Road, King of Prussia, PA 19406, atty.

**RUNNION**, Dianne F., late of Chester Springs. Alyssa K. Osayande, 5312 Lister Court, Chester Springs, PA 19425, Administratrix. DAVID R. WHITE, JR., Esquire, Fineman Krekstein & Harris, P.C., Ten Penn Center, 1801 Market Street, Suite 1100, Philadelphia, PA 19103, atty.

**SAKIADIS**, Byron C., late of Kennett Township. Lana J. Glass, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executrix. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**SCHAIBLE**, A. Russell, a/k/a Russell A. Schaible, Albert R. Schaible, & Albert Russell Schaible, late of East Fallowfield Township. Eileen M. Handschuh, 93 Blair Lane, Elkton, MD 21921, Executor. WILLIAM T. KEEN, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

**SENA**, William J., late of Schuylkill Township. Kathryn E. Sena, care of LOUIS N. TETI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

**SHANTA**, Madeline, late of Pottstown. James D. Shanta, 25 Saddlewood Drive, Pottstown, PA 19465, Executor. PHILLIP A. SIMON, Esquire, Simon Law, LLC, 391 Wilmington Pike SUITE 3, #424, Glen Mills, PA 19342, atty.

**SKORUPSKI**, M. Barbara, late of Caln Township. Anthony Skourpski, care of WILLIAM P. CULP, JR., Esquire, 614 Darby Rd., Havertown, PA 19083, Executor. WILLIAM P. CULP, JR., Esquire, 614 Darby Rd., Havertown, PA 19083, atty.

**TRAUTMAN**, Shirley G., late of Franklin Township. Mike Trautman, 237 Deepdale Dr., Kennett Square, PA 19348, Administrator. ANITA M. D'AMICO, Esquire, D'Amico Law, P.C., 65 S. Third St., Oxford, PA 19363, atty.

**WALLACE**, Mary, late of Upper Oxford Township. Karen S. Dulin, 3056 Newark Road, West Grove, PA 19390, Executrix. MICHAEL G. DEEGAN, Esquire, Michael G. Deegan, P.C., 134 West King Street, Malvern, PA 19355, atty.

### 3rd Publication

**ANTHONY, JR.**, Joseph E., late of East Brandywine Township. Miriam C. Anthony, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

**CAMPANARO**, Steven P., late of East Fallowfield Township. Robert A. Campanaro, 1115 S. Caln Road, Coatesville, PA 19320 & Nicholas G. Campanaro, 27 Wynnewood Drive, Collegeville, PA 19426, Co-Administrators. DIANE M. ZABOWSKI, Esquire, Zabowski Law, LLC, 100 Springhouse Drive, Suite 205E, Collegeville, PA 19426, atty.

**COLLINS**, Linda Fey, a/k/a Linda F. Collins, late of Willistown Township. Gerald M. Collins, care of MARC H. JAFFE, Esquire, 789 E. Lancaster Ave., Ste. 220, Villanova, PA 19085, Executor. MARC H. JAFFE, Esquire, Fromhold Jaffe & Adams, 789 E. Lancaster Ave., Ste. 220, Villanova, PA 19085, atty.

**DAVIS**, Gail Frances, late of Warwick Township. Denise Alissa Dryburgh, care of ASHLEY GLICK, Esquire, 131 W. Main Street, New Holland, PA 17557, Administrator. ASHLEY GLICK, Esquire,

Kling & Deibler, LLP, 131 W. Main Street, New Holland, PA 17557, atty.

**DEMCHAK**, Lois E., late of Caln Township. Karen Ficca and James Demchak, care of BARRY S. RABIN, Esquire, 797 E. Lancaster Avenue, Suite 13, Downingtown, PA 19335, Personal Representatives. BARRY S. RABIN, Esquire, The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue, Suite 13, Downingtown, PA 19335, atty.

**DePEDRO**, Nicholas M., late of Caln Township. Brant DePedro, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

**DOTY**, Howard W., a/k/a Howard William Doty, late of Downingtown Borough. Deanna K. Schroder, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

**FRANGOPOULOS**, Zissimos, late of Kennett Township. Jennifer R. Meadows, care of STEPHEN J. OLSEN, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Executor. STEPHEN J. OLSEN, Esquire, Gawthrop Greenwood, PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

**FREIMUTH**, Paul Henry, late of Honey Brook Township. Linda Stevens, 403 Sunset Dr., Downingtown, PA 19335 & Sheila Wetzell, 4 Bittersweet Dr., Cochranville, PA 19330, Executrices. JENNIFER FELD, Esquire, Colliton Elder Law Associates, PC, 790 E. Market St., Ste. 250, West Chester, PA 19382, atty.

**FUSELLI**, Francis J, a/k/a Frank J. Fuselli., late of East Fallowfield Township. Joseph R. Fuselli, care of GUY F. MATTHEWS, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Administrator. GUY F. MATTHEWS, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063, atty.

**HALLADAY, SR.**, David, late of Upper Oxford Township. Suzanne M. Halladay, care of JAMES N. CLYMER, Esquire, 408 West Chestnut Street, Lancaster, PA 17603, Executor. JAMES N. CLYMER, Esquire, 408 West Chestnut Street, Lancaster, PA 17603, atty.

**HARPER**, Albert B., late of West Caln Township. Jennifer E. Harper, care of KEVIN T. VITELLI, Esquire, 813 S. New Street, West Chester, PA 19382,

Executrix. KEVIN T. VITELLI, Esquire, 813 S. New Street, West Chester, PA 19382, atty.

**HIX**, Alma I., late of Penn Township. First National Bank, 3033 Iris Avenue, Boulder, CO 80301, Executor. HEATHER C. STUMPF, Esquire, Leech Tishman, 525 William Penn Place, 28th Floor, Pittsburgh, PA 15219, atty.

**JOHNS**, Robert Henry, a/k/a Bob Johns, late of Phoenixville. Karalene Conner, 100 Russell Rd., Phoenixville, PA 19460, Executrix. CHARLES A. RICK, Esquire, Rick Stock Law, 933 N. Charlotte St., Suite 3B, Pottstown, PA 19464, atty.

**JONES**, Caroline E., a/k/a Caroline E. Smith, late of West Goshen Township. John Mattia, 852 Orchard Avenue, West Chester, PA 19382, Executor. JANICE E. FALINI, Esquire, Falini Law Office LLC, 109 E. Evans St., Ste. A, West Chester, PA 19380, atty.

**KISTLER**, Martha G., late of East Pikeland Township. Kenneth P. Kistler, care of DENISE M. ANTONELLI, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Administrator. DENISE M. ANTONELLI, Esquire, Gawthrop Greenwood, PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

**LAMMEY, SR.**, Donald H., late of West Chester. Jenifer Michelle Lamme, care of W. PETER BARNES, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. W. PETER BARNES, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

**LEVENITE**, Robert Walter, late of Valley Township. Andrea M. Levenite, 106 Beacon Street, Coatesville, PA 19320, Administrator.

**MITCHELL**, Sarah R., late of West Grove Borough. Thomas J. Mitchell, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**MUHAMMAD**, Rodney P., late of Caln Township. William G. Graham, 95 Foundry Street, Coatesville, PA 19320, Executor. ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, atty.

**POWELL**, Mary T., late of Caln Township. Donald Powell, 1100 West Chester Pike, Apt. D37, West Chester, PA 19382, Executor.

**PRATT**, June K., late of New Garden Township. Darlene P. Pratola, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Ex-

ecutrix. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**RAMBO**, Margaret J., a/k/a Margaret Jane Rambo and Margaret Rambo, late of Honey Brook Township. Robin M. Rambo, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

**RIVERA**, Luz M., late of West Chester. Alex Rivera, 377 Hartford Square, West Chester, PA 19380, Executor. CHARLES W. PROCTOR, III, Esquire, PLA Associates PC, 1450 E. Boot Road, Building 400D, West Chester, PA 19380, atty.

**ROMETSCH**, Roberta Stark, late of West Pikeland Township. Karen Sheehan, care of DANA M. BRESLIN, Esquire, 3305 Edgmont Ave., Brookhaven, PA 19015, Executor. DANA M. BRESLIN, Esquire, Pappano and Breslin, 3305 Edgmont Ave., Brookhaven, PA 19015, atty.

**SCHELL**, John W., late of Honeybrook Township. Michael H. Schell, care of JAMES R. CLARK, Esquire, 277 Millwood Road, Lancaster, PA 17603, Executor. JAMES R. CLARK, Esquire, 277 Millwood Road, Lancaster, PA 17603, atty.

**STOREY**, Evalyn M., late of Easttown Township. Susan Tegethoff, 7 Morgan Drive, Carlisle, PA 17015 & James F. Storey, 203 Hedgemere Drive, Devon, PA 19333, Executors. PAUL J. RUBINO, Esquire, Rubino Law, LLC, 123 East Gay Street, West Chester, PA 19380, atty.

**TACCHINO**, Arthur B., late of East Goshen Township. Katherine L. Tacchino, care of DENNIS C. REARDON, Esquire, 985 Old Eagle School Rd., Ste. 516, Wayne, PA 19087, Executrix. DENNIS C. REARDON, Esquire, Reardon & Associates, LLC, 985 Old Eagle School Rd., Ste. 516, Wayne, PA 19087, atty.

**TOTH**, Paula Mae, late of Phoenixville. Noranne Kocher, 1221 S. Rapps Dam Road, Phoenixville, PA 19460, Administratrix.

**WALP**, Amy S., a/k/a Amy Sue Walp, late of West Whiteland Township. Paula June Walp, care of JAMES S. TUPITZA, Esquire, 212 W. Gay St., West Chester, PA 19380, Executrix. JAMES S. TUPITZA, Esquire, Tupitza & Associates P.C., 212 W. Gay St., West Chester, PA 19380, atty.

**WILSON**, Carolyn Hornor, late of Chester Springs. Wendy Kinnard, 4120 Shallow Brook Lane,

Olney, MD 20832 & Traci Wilson, 17 Prospect Hill Blvd., Chester Springs, PA 19425, Executrices. PHILLIP A. SIMON, Esquire, Simon Law LLC, 391 Wilmington Pike, Suite 3, #424, Glen Mills, PA 19342, atty.

**YAMAOKA**, Joseph Han, a/k/a Joseph Yamaoka, late of East Goshen Township. Michael Brennan, care of DUKE SCHNEIDER, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. DUKE SCHNEIDER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

**ZEVTCCHIN**, Ethel D., a/k/a Ethel Delores Zevtchin, late of Sadsbury Township. David M. Zevtchin, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

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### 1st Publication of 3

#### TRUST NOTICE

KEITH B. KREIDER LIVING TRUST DATED 5/29/2020

KEITH B. KREIDER, Deceased

Late of Spring City Borough, Chester County, PA  
This Trust is in existence and all persons having claims or demands against said Trust or decedent are requested to make known the same and all persons indebted to the decedent to make payment without delay to PHOENIXVILLE FEDERAL BANK AND TRUST, 533 Kimberton Rd., Kimberton, PA 19442 and ALLEN DAVID KREIDER, 520 William Ave., Harrisburg, PA 17109, Trustees,

Or to their Attorney:

REBECCA A HOBBS

O'DONNELL, WEISS & MATTEI, P.C.

41 E. High St.

Pottstown, PA 19464

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**Sheriff Sale of Real Estate**

By virtue of the within mentioned writs directed to Sheriff Fredda L. Maddox, the herein-described real estate will be sold at public sale in the Chester County Justice Center at 201 W Market Street, 3rd Floor, Room 3300, West Chester, Pennsylvania, as announced on **Thursday, April 15th, 2021 at 11AM.**

Notice is given to all parties in interest and claimants that the Sheriff will file with the Prothonotary and in the Sheriff’s Office, both located in the Chester County Justice Center, 201 W Market Street, West Chester, Pennsylvania, Schedules of Distribution on **Monday, May 17th, 2021.** Distribution will be made in accordance with the Schedules unless exceptions are filed in the Sheriff’s Office within ten (10) days thereafter.

N.B. Ten percent (10%) of the purchase money must be paid at the time and place of sale. **Payment must be paid in cash, certified check or money order made payable to the purchaser or “Sheriff of Chester County”. The balance must be made payable to “Sheriff of Chester County”. within twenty-one (21) days from the date of sale by 4PM.**

**FREDDA L. MADDOX, SHERIFF**

**3rd Publication**

**SALE NO. 21-4-26**

**Writ of Execution No. 2019-04996**

**DEBT \$5,281.79**

ALL THAT CERTAIN lot of land with the buildings and improvements thereon erected. Situate in the Township of Charlestown, County of Chester and Commonwealth of Pennsylvania.

Tax Parcel No.: 35-4-45.1

PLAINTIFF: Great Valley School District

VS

DEFENDANT: **David M. Allen**

SALE ADDRESS: 143 Charlestown Road, Charlestown Township, PA 19355

PLAINTIFF ATTORNEY: **PORTNOFF LAW ASSOCIATES, LTD. 484-690-9300**

**SALE NO. 21-4-27**

**Writ of Execution No. 2019-04334**

**DEBT \$7,097.83**

ALL THAT CERTAIN unit located in the property known, named and identified as Daylesford Lake, a Condominium, located in Township of Tredyffrin, County of Chester and Commonwealth of Pennsylvania.

Tax Parcel No. 43-9-267

PLAINTIFF: Tredyffrin/Easttown School District

VS

DEFENDANT: **Julie Lim**

SALE ADDRESS: 68 Highpoint Drive, Tredyffrin Township, PA 19312

PLAINTIFF ATTORNEY: **PORTNOFF LAW ASSOCIATES, LTD. 484-690-9300**

**SALE NO. 21-4-29**

**Writ of Execution No. 2019-00169**

**DEBT \$3,843.70**

ALL THAT CERTAIN message or lot of land, situate in Tredyffrin Township, Chester County, Pennsylvania.

Tax Parcel No. 43-3-23

PLAINTIFF: Tredyffrin/Easttown School

District

VS

**DEFENDANT: Cedar Hollow Properties, L.P.**

**SALE ADDRESS: 2463 Yellow Springs Road, Tredyffrin Township, PA 19355**

**PLAINTIFF ATTORNEY: PORTNOFF LAW ASSOCIATES, LTD. 484-690-9300**

**SALE NO. 21-4-31**

**Writ of Execution No. 2017-11246**

**DEBT \$330,127.93**

1103 Foundry Street

Township of Caln

Coatesville, PA 19320

110 Foundry Street

Township of Caln

Coatesville, PA 19320

Parcel #39-3-104

Parcel #39-3L-110

PLAINTIFF: George Mortelliti

VS

**DEFENDANT: Coatesville Solar Initiative, LLC**

**SALE ADDRESS: 1103 & 110 Foundry Street, Coateville, PA 19320**

**PLAINTIFF ATTORNEY: KIVITZ & KIVITZ, P.C. 215-549-2525**

**SALE NO. 21-4-32**

**Writ of Execution No. 2016-10124**

**DEBT \$13,829.44**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the

township of West Whiteland, County of Chester, and State of Pennsylvania bounded and described according to a Plan of Bonnie Blink, Planned Residential Development, make by Yerkas Associates, Inc., dated 10/23/80 and last revised 4/14/81 and recorded in Chester County in the Recorder of Deeds Office as Plan No. 3814 as follows, to wit:

Beginning at an interior point, a corner of Lot No. 183 Stirling Court; thence extending North 34 degrees 47 minutes East along line of Common Open Space, 20.00 feet to a point, thence extending South 33 degrees 13 minutes East along line of Lot No. 186 Stirling Court crossing a 15 feet wide common access and utility easement and a 20 feet wide sanitary sewer easement, 75.00 feet to a point; thence extending South 94 degrees 47 minutes West along lone of Common Open Space, 20.00 feet to a point thence extending North 58 degrees 13 minute West recrossing the foresaid 15 feet wide common access and utility easement and 20 feet wide sanitary sewer easement and along line of Lot No., 183 Stirling Court, 75.00 feet to a point on the southeast curb line of Stirling Court Common Open space Area, the first mention point and place of beginning.

Containing 1500 square feet of land more or less.

Parcel No. 41-5R-185

PLAINTIFF: The Crossing at Exton Station Community Association, Inc

VS

**DEFENDANT: Jennifer L. Finkey & Fred A. Finkey**

**SALE ADDRESS: 185 Stirling Court, West Chester, PA 19380**

**PLAINTIFF ATTORNEY: BARROW HOFFMAN 215-956-9099**



**SALE NO. 21-4-33**

**Writ of Execution No. 2019-12507**  
**DEBT \$864,332.63**

Property situated in Caln Township  
Tax Parcel #39-4J-32  
PLAINTIFF: William J. Litvin, John A. Saling and Evan K. Hambleton, t/a Saling, Litvin & Hambleton  
VS  
DEFENDANT: **Susan R. Pierson & Howard E. Pierson, Sr.**  
SALE ADDRESS: 150 Seltzer Avenue, Caln Township, Coatesville, PA 19320  
PLAINTIFF ATTORNEY: **LACHALL COHEN & SAGNOR LLP 610-436-9300**

**SALE NO. 21-4-34**

**Writ of Execution No. 2019-02610**  
**DEBT \$206,724.63**

PROPERTY SITUATE IN EAST BRANDYWINE TOWNSHIP  
TAX PARCEL # 30-05C-0003  
IMPROVEMENTS thereon: Residential Dwelling  
PLAINTIFF: Citibank, N.A., as Trustee for CMLTI Asset Trust  
VS  
DEFENDANT: **Andrew F. Walls**  
SALE ADDRESS: 141 Hopewell Road, Downingtown, PA 19335  
PLAINTIFF ATTORNEY: **KML LAW GROUP, P.C. 215-627-1322**

**SALE NO. 21-4-35**

**Writ of Execution No. 2016-02178**  
**DEBT \$394,419.83**

71 Soldiers Square, Tredyffrin Township, Chesterbrook, PA 19087  
Tax Parcel No. 43-5-3556  
IMPROVEMENTS thereon: Residential Dwelling  
PLAINTIFF: Atlantica, LLC  
VS  
DEFENDANT: **Richard Waller**  
SALE ADDRESS: 71 Soldiers Square, Tredyffrin Township, Chesterbrook, PA 19087  
PLAINTIFF ATTORNEY: **STERN & EISENBERG 215-572-8111**

**SALE NO. 21-4-37**

**Writ of Execution No. 2018-12076**  
**DEBT \$211,042.57**

ALL THAT CERTAIN lots or pieces of ground SITUATE in Penn Township, Chester County, Pennsylvania bounded and described according to a 5 Lot subdivision for Fred Ham, made by Concord Land Planners & Surveyors, Inc. P.O. Box 378 Oxford, Pennsylvania 19363 (610) 932-5119, dated 10/23/2001 and last revised 05/09/2002 as follows to wit:  
BEGINNING at a concrete monument set on the Southerly side of a cul-de-sac at the end of Dutton Farms Lane a corner of Lot 2 on said plan, thence extending along same, South 00 degrees 20 minutes 37 seconds East 240.36 feet to an iron pin sent in line of Lot 1, thence extending along same, North 67 degrees 28 minutes 33 seconds West 201.97 feet to an iron set in line of lands now or formerly of Walter G & E Louise Harris,



thence extending along same, North 15 degrees 20 minutes 00 seconds West 235.00 feet to an iron pin set a corner of Lot 4, thence extending along same, South 87 degrees 51 minutes 34 seconds East 187.23 feet to an iron pin set on the Westerly side of said cul-de-sac at the end of Dutton Farms Lane, thence extending along same, on the arc of circle curving to the left having a radius of 60.00 feet the arc distance of 89.59 feet to the first mentioned point and place of beginning.

BEING Lot No. 3 on said plan.

BEING the same premises in which William T. O'Neill, by deed dated 09/24/2003 and recorded 10/30/2003 in the Office of the Recorder of Deeds, in and for the County of Chester, Commonwealth of Pennsylvania, in Deed Book 5958, Page 921, and Instrument No. 10328448, granted and conveyed unto Warren Lapham and Constance L. Lapham, Husband and wife.

Tax Parcel ID No. 58-4-93.2B

PLAINTIFF: Specialized Loan Servicing LLC

VS

DEFENDANT: **Constance L. Lapham & Warren Lapham**

SALE ADDRESS: 25 Dutton Farms Lane, West Grove, PA 19390

PLAINTIFF ATTORNEY: **SHAPIRO & DeNARDO, LLC 610-278-6800**

**SALE NO. 21-4-38**

**Writ of Execution No. 2019-03056**

**DEBT \$250,645.71**

Land referred to in this commitment is described as all that certain property situated in the Township of East Fallowfield, in the County of Chester and State

of Pennsylvania and being described in a Deed dated 07/31/2006 and recorded 08/02/2006 in Book 6913, page 2266 among the land records of the County and State set forth above, and referenced as follows:

The following described property:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Township of East Fallowfield, County of Chester and State of Pennsylvania, bounded and described according to a survey of Doe Run Farms Resubdivision by Berger and Hayes, Inc., Consulting Engineers and Surveyors, dated 11/3/1978 as follows, to wit:

BEGINNING at a point in the Northeasterly side of Lehigh Drive, said point being measured the four following courses and distance from a point of tangent on the Westerly side of Montgomery Drive; (1) on the arc of a circle curving to the right having a radius of 25 feet the arc distance of 39.27 feet to a point on the Northeasterly side of said Lehigh Drive; (2) North 86 degrees 37 minutes 37 seconds West 100 feet to a point of tangent; (3) on the arc of a circle curving to the right having a radius of 125 feet the arc distance of 32.72 feet to a point; (4) North 71 degrees 37 minutes 37 seconds West 119.47 feet to the point and place of beginning. Said beginning point being the Southwesterly corner of Lot No. 34; thence from said beginning point and extending along the Northeasterly side of Lehigh Drive, North 71 degrees 37 minute 37 seconds West 57 feet to a point of tangent; thence still along said drive on the arc of a circle curving to the left having a radius of 1449.69 feet the arc distance of 176.05 feet to a point a corner of land of Glen R. McLoughlin; thence along the same North 11 degrees 24 minutes 54 seconds East 215.07 feet to a point a corner of lands now or late of Ida Fredd; thence along the same

and along lands of Frederick Jackwood, South 67 degrees 57 minutes 50 seconds East 247.18 feet to a point a corner of Lot No. 45; thence along the same South 14 degrees 42 minutes 5 seconds West 187.39 feet to the point and place of beginning.

CONTAINING 47,321 square feet of land, be the same more or less.

BEING LOT NO. 34 on the above mentioned survey.

BEING THE SAME PREMISES which Ryan K. Tyler and Jenny M. Tyler, husband and wife by Deed dated July 31, 2006 and recorded August 2, 2206 in Book 6913, page 2266, in Document Id# 10673440, in the Office of the Recorder of Deeds in and for the County of Chester, granted and conveyed unto Sharon L. Cannon, a single woman, in fee.

Tax Parcel No. 47-8-1.21

PLAINTIFF: Nationstar Mortgage LLC d/b/a Mr. Cooper

VS

DEFENDANT: **Sharon L. Cannon**

SALE ADDRESS: 102 Lehigh Drive, Coatesville f/k/a East Fallowfield, PA 19320

PLAINTIFF ATTORNEY: **SHAPIRO & DeNARDO, LLC 610-278-6800**

**SALE NO. 21-4-39**

**Writ of Execution No. 2020-02805**

**DEBT \$483,861.24**

ALL THOSE CERTAIN LOTS OR PIECES OF GROUND SITUATE IN THE TOWNSHIP OF NORTH COVENTRY, CHESTER COUNTY, PENNSYLVANIA:

TAX PARCEL NUMBER: 1706 000721200

IMPROVEMENTS thereon: Residential Property

PLAINTIFF: Wilmington Trust Company, as Successor Trustee to Bank of America, National Association (Successor by Merger to Lasalle Bank National Association) as Trustee for Morgan Stanley Mortgage Loan Trust 2007-15AR, Mortgage Pass-Through Certificates, Series 2007-15AR Pursuant to the Pooling and Servicing Agreement Dated as of October 1, 2007

VS

DEFENDANT: **Patrick L. Olson a/k/a Patrick Olson**

SALE ADDRESS: 101 Blossom Way, Pottstown, PA 19456

PLAINTIFF ATTORNEY: **RAS CITRON, LLC 855-225-6906**

**SALE NO. 21-4-40**

**Writ of Execution No. 2019-03939**

**DEBT \$365,955.12**

ALL THOSE CERTAIN LOTS OR PIECES OF GROUND SITUATE IN THE BOROUGH OF PARKESBURG, CHESTER COUNTY, PENNSYLVANIA

TAX PARCEL NUMBER: 8-3-34.2

IMPROVEMENTS thereon: Residential Property

PLAINTIFF: US Bank Trust, National Association as Successor in Interest to Bank of America, National Association, Successor by Merger to Lasalle National Association as Trustee for GSAMP Trust 2007-NCI Mortgage Pass-Through Certificates Series 2007-NCI

VS

DEFENDANT: **Lawrence Hand & Dawn Hand**

SALE ADDRESS: 230 Washington Avenue, Parkesburg, PA 19365

**PLAINTIFF ATTORNEY: RAS CIT-  
RON, LLC 855-225-6906**

cord Books 4571 Page 1434 conveyed  
until Timothy I. Melvin, in fee.

BEING Tax Parcel No. 55-2H-119

PLAINTIFF: Citadel Federal Credit  
Union

VS

DEFENDANT: **Timothy I. Melvin &  
Treva Melvin**

SALE ADDRESS: 229 Warren Avenue,  
Berwyn, PA 19312

PLAINTIFF ATTORNEY: **M. JAC-  
QUELINE LARKIN, ESQ 215-569-  
2400**

**SALE NO. 21-4-41**

**Writ of Execution No. 2017-11489**

**DEBT \$164,654.14**

ALL THAT CERTAIN lot or piece of  
land with the dwelling house thereon  
erected. SITUATE in the Township of  
Easttown, County of Chester, Common-  
wealth of Pennsylvania, bounded and  
described as follows, to wit:

BEGINNING at a point in the center  
line of a 40 feet wide Avenue, laid out  
and opened by Chas N. Thorpe and run-  
ning Northwardly from Philadelphia and  
Lancaster Turnpike, where the Pennsyl-  
vania Railroad crosses the said turnpike,  
and called Warren Avenue, said point  
of beginning being 50 feet distant and  
Southwardly from the Southerly line of  
land of Joseph Williams, and also a cor-  
ner of other land of said John Fitzgerald,  
thence by a line at right angles with War-  
ren Avenue, and along the Northernly  
line of said John Fitzgerald's other land,  
North 72 degrees 27 minutes East, 127.9  
feet to a line of land of J.B. Gibson, now  
of Dr. R.B. Okie, thence along said Okie's  
land, North 25 degrees 35 minutes  
West, 30.4 feet, thence still along Okie's  
land North 32 minutes East, 34.5 feet to  
a corner of said Okie's land, then along  
the Southerly side of said Joseph Wil-  
liams land South 66 degrees 33 minutes  
West, 136 feet, thence along the center  
line of Warren Avenue South 17 degrees  
33 minutes East, 50 feet to the place of  
beginning.

BEING the same premises which Fran-  
ces P. Fitzgerald and Anne M. Brophy,  
her attorney in Fact, specially constitut-  
ed by Letter of Attorney by Deed dated  
May 28, 1999 and recorded May 28,  
1999 on the County of Chester in Re-

**SALE NO. 21-4-42**

**Writ of Execution No. 2018-02262**

**DEBT \$112,006.20**

PROPERTY SITUATE IN FRANKLIN  
TOWNSHIP SOLD AS THE PROP-  
ERTY OF: RUDY D. ARNOLD A/K/A  
RUDY ARNOLD

UPI PARCEL NO 72-05-0034.010

IMPROVEMENTS thereon: Residen-  
tial Dwelling

PLAINTIFF: M&T Bank

VS

DEFENDANT: **Rudy D. Arnold a/k/a  
Rudy Arnold**

SALE ADDRESS: 1833 New London  
Road, Landenberg, PA 19350

PLAINTIFF ATTORNEY: **KML LAW  
GROUP, P.C. 215-627-1322**

**SALE NO. 21-4-43**

**Writ of Execution No. 2020-02567**

**DEBT \$146,019.43**

ALL THAT CERTAIN lot or parcel of

land situated in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, being more fully described in Deed dated May 31, 1994 and recorded in the Office of the Chester County Recorder of Deeds on September 7, 1994, in Deed Book Volume 3805 at Page 1786.

Tax Parcel No. 28-07-0005

PLAINTIFF: CSMC 2018-RPL2 Trust  
VS

DEFENDANT: **Thomas E. Deatrck, Sr., a/k/a Thomas E. Deatrck & Carl A. Deatrck**

SALE ADDRESS: 100 Summit Ridge Road, Parkesburg, PA 16365 f/k/a 104 Summit Ridge, Gap, PA 17527 and 102 Summit Ridge Road, Parkesburg, PA 19365

PLAINTIFF ATTORNEY: **HLADIK, ONORATO & FEDERMAN, LLP 215-855-9521**

**SALE NO. 21-4-44**

**Writ of Execution No. 2019-09589**

**DEBT \$41,532.40**

233 South Main Street, Borough of Spring City, PA 19475

UPI No. 14-5-16

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust

VS

DEFENDANT: **Any and All Known and Unknown Heirs, Executors, Administrators or Devisees of the Estate of Kenneth W. Waddell, Deceased**

SALE ADDRESS: 233 South Main

Street, Spring City, PA 19475

PLAINTIFF ATTORNEY: **STERN & EISENBERG 215-572-8111**

**SALE NO. 21-4-45**

**Writ of Execution No. 2017-07530**

**DEBT \$563,377.06**

104 Elizabeth Way, Elk Township, Oxford, PA 19363

UPI No. 71-2-21.4

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: Community Loan Servicing, LLC f/k/a Bayview Loan Servicing, LLC

VS

DEFENDANT: **Brian J. Schafer & Randi J. Schafer**

SALE ADDRESS: 104 Elizabeth Way, Elk Township, Oxford, PA 19363

PLAINTIFF ATTORNEY: **STERN & EISENBERG 215-572-8111**

**SALE NO. 21-4-46**

**Writ of Execution No. 2016-04496**

**DEBT \$601,467.84**

ALL that lot or piece of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, situate in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, being shown on Final Plan of Lots for Allan R. Shassian, Green Hill Road, prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Broomall, PA, dated 7/20/1988, last revised 10/8/1988 in Plan File #8823-8828, as follows, to wit:

BEGINNING at a point on the north-westerly side of Garrett Road, said point being a corner of Lot #6; thence extending from said beginning and along Garrett Road the three following courses and distances: (1) North 24 degrees 4 minutes 40 seconds West 86.41 feet to a point of curve; (2) on the arc of a circle curving to the right having a radius of 50 feet to arc distance of 59.63 feet to a point of reverse curve, and (3) on the arc of a circle curving to the left having a radius of 60 feet the arc distance of 260.41 feet to a point, a corner of a 50 feet wide right-of-way for future road extension; thence extending along same North 24 degrees 4 minutes 40 seconds West 165.53 feet to a point in line of lands now or late of Paul J. and Regina N. Camplone; thence extending along same North 65 degrees 55 minutes 20 seconds East 237.70 feet to a point in line of lands now or late of David W. and Elizabeth F. Tawney; thence extending along same and also along others South 26 degrees 21 minutes 20 seconds East crossing over a drainage easement as shown on said Plan, 413.89 feet to a point, a corner of Lot #6; thence extending along same South 65 degrees 55 minutes 20 seconds West 254.14 feet to a point on the northwesterly side of Garrett Road, being the first mentioned point and place of Beginning.

BEING Lot 5 as shown on said Plan.

BEING THE SAME PREMISES which Robert E. Burns, by Deed dated 1/11/1995 and recorded in the Office of the Recorder of Deeds of Chester County on 1/13/1995 in Deed Book Volume 3852, Page 810, granted and conveyed unto Joseph A. Spatacco and Gina M. Spatacco, His Wife.

TAX PARCEL #53-1-4.6

IMPROVEMENTS thereon: Residential Property

PLAINTIFF: Wilmington Trust, Na-

tional Association not in its individual capacity, but solely as Trustee of MFRA Trust 2016-1 c/o MFResidential Assets I, LLC

VS

DEFENDANT: **Joseph A. Spatacco & Gina M. Spatacco**

SALE ADDRESS: 1205 Joshua Drive, West Chester, PA 19380

PLAINTIFF ATTORNEY: **POWERS KIRN, LLC 215-942-2090**

**SALE NO. 21-4-47**

**Writ of Execution No. 2015-11436**

**DEBT \$197,214.98**

ALL THAT CERTAIN lot of land, Situate in Kennett Heights in the Borough of Kennett Square, Chester County, Pennsylvania, bounded and described according to a Plan of Lots known as Kennett Heights, dated 6/22/1959 by George E. Register & Sons, and recorded in Plan Book 9 page 24, as follows:

BEGINNING at a point on the Northerly side of Hazel Road, said point being the Southeasterly corner of Lot NO. 7, on said Plan, and the Southwesterly corner of the about to be described lot; thence from said point of beginning, and extending along said Lot No. 7 in a Northerly direction, 198.00 feet to a point n line of lands now or late of John Winters; thence extending along said land of Winters, North 75 degrees 38 minutes East, 101.00 feet to a point set on the Westerly side of a 12 feet wide right of way; thence extending along said right of way, South 02 degrees 51 minutes East, 198.00 feet to a point on the aforementioned side of Hazel Road; thence extending along the side of Hazel Road, South 71 degrees 29 minutes West, 78.00 feet to the first mentioned point and place of beginning.

BEING Lot No. 6 on said Plan.

TOGETHER with an easement for the placement of water and sewer lines across a 4 feet wide strip of the adjoining property, being a portion of Lot 7 as shown on said Plan, and specifically described as follows:

BEGINNING at a point, set of the Northerly side of Hazel Road or Avenue (45 feet wide), said point marking the Southeasterly corner of this about to be described tract and the Southwesterly corner of Lot 6 on said Plan, conveyed herein; thence leaving said point of beginning along said Hazel Road or Avenue, South 71 degrees 29 minutes 00 seconds West, 75.00 feet to a point marking the Southwesterly corner of this tract and the Southeasterly corner of Lot No.8 on the said Plan; thence leaving said Hazel Road or Avenue and along said Lot 8, North 11 degrees 51 minutes 53 seconds West, 4.0 feet to a point in lines of Lot No. 8 and Lot No. 7; thence leaving said line, North 71 degrees 29 minutes 00 seconds East, 75.58 feet, be it the same, more or less, to a point in the lines of Lot 7 and Lot 6, conveyed herein; thence along said line, South 03 degrees 22mintues 09 seconds East, 4.0 feet, be it the same, more or less, to the first mentioned point and place of beginning.

It being the intention of the Grantor herein to grant an easement across a strip approximately 4 feet wide along the Southerly side of Lot 7 as shown on the said Plan, abutting and adjoining the premises, Lot 6, conveyed herein.

BEING THE SAME PREMISES which Grant W. Carlson and Nancy J. Carlson, be Deed dated December 19, 2003 in the Office of the Recorder of Deeds in and for Chester County in Deed Book 6015, Page 2256, granted and conveyed unto JASON J. NICHOLS and ALICIA NICHOLS, husband and wife and Da-

vid O. Barlow and Edna M. Barlow, husband and wife be deed each with an undivided 1/2 interest as tenants by the entirety, as Joint Tenants with right of survivorship and not as tenants in common.

Tax Parcel No. 3-1-7

IMPROVEMENTS thereon: Residential Property

PLAINTIFF: Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust

VS

DEFENDANT: **Jason J. Nichols & Alicia Nichols**

SALE ADDRESS: 563 Hazel Avenue, Kennett Square, PA 19348

PLAINTIFF ATTORNEY: **POWERS KIRN, LLC 215-942-2090**

**SALE NO. 20-8-328**

**Writ of Execution No. 2020-00464**

**DEBT \$6,427.10**

ALL THAT CERTAIN unit, designated Number 2 Unit Number 7 being a Unit in Old Forge Crossing Condominium, Situate in the Township of Tredyffrin, County of Chester and Commonwealth of Pennsylvania, as designated in Declaration of Condominium of Old Forge Crossing Condominium, bearing the date the 26th day of May A.D. 1981 and recorded in the Office for the Recording of Deeds in and for the County of Chester at West Chester, Pennsylvania on the 27th day of May A.D. 1981 and recorded on the 27th day of May A.D. 1981 in Condominium Plan Book 3516, page\_\_\_\_\_.

BEING KNOWN AS 7 Old Forge Crossing, Devon, Pennsylvania.



PARCEL NO. 43-5-428

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: Old Forge Crossing Condominium Association

VS

DEFENDANT: **Michael Keefer, Executor of Estate of Mary Cameron Keefer**

SALE ADDRESS: 7 Old Forge Crossing, Devon, PA 19333

PLANTIFF ATTORNEY: **Steven L. Sugarman & Associates 610-889-0700**

**SALE NO. 19-10-544**

**Writ of Execution No. 2019-04522**

**DEBT \$274,281.91**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the West Bradford Township, County of CHESTER, Commonwealth Of Pennsylvania, described according to a Plan of Subdivision of "Bradford Glen" Phase IV and V made by Henry S. Conrey, Inc. Division of Chester Valley Engineers, Paoli, PA dated 5/26/81, and last revised 12/17/81 and recorded in Plan File No. as follows, to wit:

BEGINNING at a point on the Southwesterly side of Barbara Drive (36 feet wide) at a corner of Lot #367 on said Plan; thence extending from said beginning point, along Lot #367, south 23 degrees 20 minutes 46 seconds West 100 feet to a point on the Northeasterly side of a 275 feet wide Philadelphia Electric Co easement; thence extending along the same North 66 degrees 39 minutes 14 seconds West 55 feet to a point a corner of Lot #369 on said Plan; thence extending along the same North 23 degrees 20 minutes 46 seconds East 100

feet to a point on the Southwesterly side of Barbara Drive; thence extending long the same South 66 degrees 39 minutes 14 seconds East 55 feet to the first mentioned point and place of beginning.

BEING the same premises which Phillip A. Marcus and Janet I. Marcus, by Indenture bearing date 10/25/1995 and recorded 10/31/1995 in the Office of the Recorder of Deeds &c., in and for the said County of Chester in Record Book 3955, Page 2340 etc., granted and conveyed unto Aishat A. Sogunro and Olu-siyan D. Sogunro, in fee.

TAX PARCEL # 50-5A-343

PLANTIFF: Wells Fargo Bank, N.A., as Trustee for the Pooling and Servicing Agreement dated as of April 1, 2005 Park Place Securities, Inc. Asset-Backed Pass-Through Certificates Series 2005-WHQ2

VS

DEFENDANT: **Margaret Lombertino & Michael Lombertino**

SALE ADDRESS: 1603 Barbara Drive, Downingtown, PA 19335

PLANTIFF ATTORNEY: **RAS CITRON, LLC 855-225-6906**

**SALE NO. 19-11-563**

**Writ of Execution No. 2019-04671**

**DEBT \$140,166.56**

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE IN THE TOWNSHIP OF NEW GARDEN, COUNTY OF CHESTER AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED ACCORDING TO A FINAL SUBDIVISION PLAN OF PALMERS RUN, MADE FOR LEWIS L. AND FRAN-



CES P. PALMER, BY GEORGE E. REGISTER, JR. & SONS, INC., REGISTERED LAND SURVEYORS, KENNETT SQUARE, PA, DATED 10/19/1982 LAST REVISED 2/2/1983 AND RECORDED AS CHESTER COUNTY PLAN #4275, AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON PIN ON THE TITLE LINE IN THE BED OF PUBLIC ROAD (T-390) KNOWN AS WALNUT RUN ROAD AT THE NORTHWESTERLY CORNER OF THIS ABOUT TO BE DESCRIBED LOT AT THE SOUTHWESTERLY CORNER OF LAND NOW OR LATE OF FRANK S. RZUCIDCO; THENCE EXTENDING ALONG THE SAME CROSSING THE EASTERLY SIDE OF SAID ROAD NORTH 84 DEGREES 52 MINUTES 00 SECONDS EAST, 730.50 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF TRACT #3, AS SHOWN ON SAID PLAN; THENCE EXTENDING ALONG THE SAME SOUTH 05 DEGREES 04 MINUTES 30 SECONDS EAST, 200.00 FEET TO A POINT AT THE NORTHEASTERLY CORNER OF LOT #2, AS SHOWN ON SAID PLAN; THENCE EXTENDING ALONG THE SAME SOUTH 84 DEGREES 52 MINUTES 00 SECONDS WEST, CROSSING THE EASTERLY SIDE OF SAID PUBLIC ROAD T-390, KNOWN AS WALNUT RUN ROAD 730.50 FEET TO A POINT ON THE TITLE LINE IN THE BED OF THE SAME; THENCE EXTENDING ALONG THE SAME NORTH 05 DEGREES 04 MINUTES 30 SECONDS WEST, 200.00 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

TAX PARCEL NO. 60-5-96.4

PLANTIFF: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER

VS

DEFENDANT: **JEFFREY E. HOOPES & TINA M. HOOPES A/K/A TINA HOOPES; UNITED STATES OF AMERICA**

SALE ADDRESS: 150 Walnut Run Road, Landenberg, PA 19350

PLANTIFF ATTORNEY: **RAS CITRON, LLC 855-225-6906**

**SALE NO. 20-1-10**

**Writ of Execution No. 2019-06502**

**DEBT \$237,737.04**

ALL THAT CERTAIN tract of land situate in West Nottingham Township, Chester County, Pennsylvania, bounded and described according to a final subdivision plan thereof prepared by Kenneth G. Crossan, Professional Land Surveyor, dated 05/26/1986, revised 07/28/1986 and recorded as Plan no. 6929 on the Office of the Recorder of Deeds of Chester County, as follows:

BEGINNING at a point near the center line of Red Pump Road, known as T-304, a corner of land now or late of Norman Wolgin and Sylvan M. Cohen; thence along said Red Pump Road, South 28 degrees 54 minutes 00 seconds East 186.58 feet to a point; a corner of Lot No. 2 on said plan; thence along the same South 53 degrees 25 minutes 41 seconds West 514.10 feet to a point in line of other lands of Rose Chase Eshleman; thence along the same North 42 degrees 54 minutes 15 seconds West 131.09 feet to a point in line of land of aforesaid Wolgin and Cohen; thence along the same North 32 degrees 44 minutes 22 seconds East 130.00 feet, North 43 degrees 53 minutes 36 seconds East 99.37 feet and North 54 degrees 45 minutes 39 seconds East 333.94 feet to the point and place of beginning.

BEING Lot No. 1 as shown on said Plan.  
CONTAINING 2.215 acres of land more or less.  
UNDER AND SUBJECT TO THE FOLLOWING DEED RESTRICTIONS

1. Any dwelling place on the premises shall be of a design that would provide not less than 1,500 square feet of living area exclusive of basements, garages, root cellars and the like.

2. No mobile home or mobile home type dwelling whether brought in on wheels or on a trailer in separate parts, shall be placed on the premises for dwelling purposes.

Tax Parcel # 68-5-3.3

PLANTIFF: DITECH FINANCIAL LLC VS

DEFENDANT: **E. WILHELMINA CLAY A/K/A ETHEL WILHELMINA CLAY, INDIVIDUALLY AND AS ADMINISTRATRIX OF THE ESTATE OF WALLACE H. CLAY A/K/A WALLACE HENRY CLAY**

SALE ADDRESS: 164 Red Pump Road, Nottingham, a/k/a Nottingham Township, PA 19362

PLANTIFF ATTORNEY: **RAS CITRON, LLC 855-225-6906**

**SALE NO. 20-4-224**

**Writ of Execution No. 2019-09761**

**DEBT \$195,535.99**

Property situate in the EAST BRADFORD TOWNSHIP, CHESTER County, Pennsylvania

BLR # 51-5-936

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: Wells Fargo Bank, N.A.

VS

DEFENDANT: **Joseph Oakes**

SALE ADDRESS: 131 Whispering Oaks Drive, West Chester, PA 19382-1825

PLANTIFF ATTORNEY: **PHELAN HALLINAN DIAMOND & JONES, LLP 215-563-7000**

**SALE NO. 20-5-255**

**Writ of Execution No. 2019-10534**

**DEBT \$134,174.05**

PREMISES "A"

ALL THAT CERTAIN message and tract of land with the buildings, improvements, hereditaments and appurtenances thereon erected, Situate in the Township of Uwchlan, County of Chester and Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING 91 feet from an iron pin in the middle of the State Road leading from Lionville to Downingtown (Route 113), this iron pin being a corner of property belonging to Claude A. Mabry; thence extending by land of the said W. Elroy Butterman, North 29 degrees 51 minutes West 172.9 feet to an iron pin; thence extending by land of the said W. Elroy Butterman, North 82 degrees 24 minutes East 92 feet to an iron pin; thence extending by land of the said W. Elroy Butterman, South 29 degrees 10 minutes East 147.1 feet to a point in the middle of the said state road aforesaid; thence extending along the middle of same the next two courses and distances, to wit: (1) South 47 degrees 27 minutes West

71.9 feet to an iron pin; (2) South 60 degrees 34 minutes West 19.1 feet to the

place of beginning.

BEING Tax Parcel No.: 33-4-85.1 PREMISES "B"

ALSO ALL THAT CERTAIN parcel of ground situate in the Township, County and Commonwealth aforesaid, bounded and described as follows:

COMMENCING at a point on the title line in the bed of Pennsylvania Highway Route 113 (L.R. 270), a common corner of land of W. Elroy Butterman, et ux and Claude A. Mabry; thence from said point of beginning along said common property line North 29 degrees 51 minutes West 151.89 feet to a point; thence by remaining land of W. Elroy Butterman, North 66 degrees 30 minutes 37 seconds East 91.56 feet to a point a corner of land of Harold E. Krauser, Jr., et ux; thence by said Krauser's land South 29 degrees 51 minutes East 172.90 feet to a point on the title line in the bed of Pennsylvania Highway Route 113 aforesaid; thence by said title line South 60 degrees 34 minutes West 91.00 feet to the first mentioned point and place of beginning.

BEING Tax Parcel No.: 33-4-85.4

BEING the same premises which Harold E. Krauser, Jr. and Carol M. Krauser, his wife, by Indenture bearing date 11/25/1977 and recorded 12/1/1977 in the Office of the Recorder of Deeds, in and for the County of CHESTER in Record Book C-52 page 488 etc., granted and conveyed unto HAROLD E. KRAUSER, JR. and CAROL M. KRAUSER, in fee.

TITLE TO SAID PREMISES IS VESTED IN MICHELLE GORDON AND ANDREW MARTIN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON BY DEED FROM HAROLD E. KRAUSER, JR. AND CAROL M. KRAUSER, HUSBAND

AND WIFE, DATED JULY 28, 2006 RECORDED AUGUST 16, 2006 IN BOOK NO.6927 PAGE 821

TO BE SOLD AS PROPERTY OF: MICHELLE GORDON AND ANDREW MARTIN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

PLAINTIFF: Deutsche Bank National Trust Company

VS

DEFENDANT: **Andrew Martin & Michelle Gordon a/k/a Michelle E. Gordon**

SALE ADDRESS: 525 West Uwchlan Avenue, Downingtown, PA 19335

PLANTIFF ATTORNEY: **RAS CITRON, LLC 855-225-6906**

**SALE NO. 20-6-299**

**Writ of Execution No. 2020-00463**

**DEBT \$91,366.79**

ALL THAT CERTAIN lot or tract of land, composed of seven lots known and designated as Lot, 30, 31, 32, 33, 34, 35, and 36. Section "C" on a plan of lots known as "Pleasant View", West Coatesville Pennsylvania in Plan Book I Page 45 Situate in the Township of Valley. County of Chester, and Commonwealth of Pennsylvania, more particularly described and bounded as follows:

BEGINNING at a point at the Northeast comer of Lot #30 which point is 135 feet South from the Southwest comer of Kirby Street and Prospect Avenue; thence Westwardly along the Southside of a 15 foot wide alley 141 feet to the East side of a 15 foot wide alley known as Boundary Street; thence Southwardly along the East side of said 15 feet wide alley known as West Boundary Street a/k/a Birch Street 210 feet to a point at

the N01thwest comer of Lot #37; thence Eastwardly along the line of said Lot #37 153.5 feet to a point at the West side of Prospect Avenue; thence Northwardly along the West side of Prospect Avenue 210 feet to the place of beginning.

BOUNDED on the North by a 15 foot wide alley; on the East by the West side of Prospect Avenue; on the South by Lot #37 and on the West by a 15 foot wide alley known as West Boundary Street.

CONTAINING 30, 922 square feet of land, more or less.

BEING KNOWN AS: 11 PINE STREET COATESVILLE, PA 19320

PROPERTY ID: 3805F02110000

Tax Parcel No. 38-5F-211

TITLE TO SAID PREMISES IS VESTED IN STEVEN A. SHORT JR., AND LUCY SHORT, HIS WIFE, AS TENANTS BY THE ENTIRETIES BY DEED FROM HORACE N. DIDAVIDE AND GLORIA JUNE DIDAVIDE, HIS WIFE, DATED 07/29/1988 RECORDED 08/04/1988 IN BOOK NO. 1237 PAGE 468

TO BE SOLD AS PROPERTY OF: STEVEN A. SHORT JR., AND LUCY SHORT, HIS WIFE, AS TENANTS BY THE ENTIRETIES

PLAINTIFF: Wilmington Trust National Association, as Trustee for Bear Stearns Asset Backed Securities I Trust 2005-CL1, Asset Backed Certificates, Series 2005-CL1

VS

DEFENDANT: **Steven A. Short, Jr A/K/A Steven A. Short & Lucy Short A/K/A L. Short**

SALE ADDRESS: 11 Pine Street, Coatesville, PA 19320

PLANTIFF ATTORNEY: **RAS Citron LLC 855-225-6906**

**SALE NO. 20-6-307**

**Writ of Execution No. 2019-01236**

**DEBT \$339,420.93**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the Township of Uwchlan, County of Chester, Commonwealth of Pennsylvania, bounded and described according to a Subdivision Plan of Marchwood West, Section II, made by Henry S. Conrey, Inc., dated 11/04/1969 and last revised 05/09/1970, as follows, to wit:

BEGINNING at a point on the Northerly side of Devon Drive (50 feet wide) said point being measured the three following courses and distances from a point of curve on the Easterly side of Noel Circle (50 feet wide): (1) leaving Noel circle on the arc of a circle curving to the left, with a radius 25 feet, the arc distance of 39.27 feet to a point of tangent on the Northerly side of Devon Drive (the remaining two courses and distances being measure along same); (2) South 79 degrees 43 minutes 9 seconds East, 78.02 feet to a point of curve; and (3) on the arc of a circle curving to the left with a radius of 475.94 feet, the arc distance of 17.03 feet to the place of beginning; thence extending from said beginning point along Lot No. 99, North 8 degrees 13 minutes 49 seconds East, 193.76 feet to a point in line of Lot No. 98; thence along Lot No. 98 North 71 degrees 59 minutes 35 seconds East, 47.08 feet to a point in line of Lot No. 143 in Section VI of "Marchwood"; thence along Lots Numbered 143, 142 and 141 in Section VI of "Marchwood", South 25 degrees 37 minutes 30 seconds East 222.35 feet to a point of curve on the Northerly side of Devon Drive; thence along same on the arc of a circle curving to the right with a radius of 475.94 feet, the arc distance of 169.66 feet to the first men-

tioned point and place of beginning.

BEING Lot No. 100 on said Plan.

UPI No. 33-5J-324

BEING the same premises which Michael Petlakh and Anna Vaynblat, husband and wife, by Deed dated 05/24/2002 and recorded 06/18/2002 in the Office of the Recorder of Deeds in and for the county of Chester in Record Book 5308, Page 110, granted and conveyed unto Anna Vaynblat.

BEING KNOWN AS: 383 DEVON DRIVE EXTON, PA 19341

PROPERTY ID: 33-05J-0324

TITLE TO SAID PREMISES IS VESTED IN JEFFREY R. LARISON BY DEED FROM ANNA VAYNBLAT, DATED 4/28/2017 RECORDED 5/4/2017 IN BOOK NO. 9535 PAGE 428

TO BE SOLD AS PROPERTY OF: JEFFREY R. LARISON

PLAINTIFF: Newrez LLC

VS

DEFENDANT: **Jeffrey R. Larison**

SALE ADDRESS: 383 Devon Drive, Exton, PA 19341

PLANTIFF ATTORNEY: **RAS Citron LLC 855-225-6906**