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TABLE OF CONTENTS

69 CHESTER COUNTY REPORTS

Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al.
Hostetter v. Appel & Yost, LLP, et al.
(Issue 2 of 3)

Civil action – Legal malpractice – Statute of limitations – Occurrence rule – Equitable discovery rule – Breach of contract – Indemnification 90 (2021)

Classified Ads. 12
Meeting Space - West Chester

Legal Notices
See Table of Contents.1

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“Celebration” (i.e., Closing) Materials

169. Homebuyers were walked through their new home by a Keystone representative during the so-called “celebration.” 3T23:17-22.

170. The Keystone representative filled out a customer celebration form that included a checklist which explained the features and systems in the new home during the closing. D-128-D to D-128-H; D-128-K; D-128-L; D-128-N to D-128-W; 3T24:22-3T25:9.

171. The customer celebration form did not include the reverse osmosis system on the checklist. D-128-S; 3T25:10-16; 3T26:12-15; 3T29:19-3T30:1; D-128-D to D-128-H; D-128-K; D-128-L; D-128-N to D-128-W.

172. The homeowners were provided promotional material from EnviroTec about the EnviroServers. 8T91:13-18; D-294 (also D-412); D-96. Mr. Link prepared those promotional materials. D-195 at 190:15-191:7, 297:16-298:5; D-412 (also D-294).

173. The promotional material provided:

- a. “EnviroServer is an innovative patented technology and that the company introduced this state-of-the-art product in the eastern United States in early 2000.” D-294 (also D-412); 8T92:7-17.
- b. “Once operational, all systems are managed through onboard remote monitoring and a perpetual maintenance agreement with each property owner.” D-294 (also D-412); 8T93:21-8T94:2.
- c. “never needs bothersome and expensive pumping” D-294 (also D-412); 8T105:18-8T106:2.
- d. “Does not degrade the natural environment” D-294 (also D-412).
- e. “Operation is overseen by trained technicians” D-294 (also D-412).
- f. “flush and forget” D-294 (also D-412).
- g. “performance and peace of mind are assured” D-294 (also D-412).
- h. “owners enjoy the same carefree lifestyle and peace of mind, eliminating the negative perceptions and distasteful issues previously associated with on-site systems” D-294 (also D-412); 8T115:7-21.
- i. “Systems sold and installed by EnviroTec are now in use and functioning successfully in a variety of locations within Maryland and Pennsylvania.” D-294 (also D-412).
- j. “Service and repairs, if necessary, are covered under the manufacturer’s monitoring and maintenance agreement.” D-294 (also D-412).
- k. The EnviroServer is “[a]bsolutely not” maintenance free. D-197 at 311:9-312:7 (Dr. Archer).

174. The promotional material stated that the EnviroServer “never needs bothersome and expensive pumping.” D-195 at 302:16-304:5; D-412 (also D-294); D-197

Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al.
Hostetter v. Appel & Yost, LLP, et al.

90 (2021)]

at 311:9-312:7, 317:21-318:11.

175. Although the EnviroServer component did not need to be pumped, the septic tank attached to the EnviroServer might. 8T105:18-8T106:8; *see, e.g.*, D-439 (January 13, 2012 “Field Report” to Cookson / Spinelli that their “[s]ystem requires pumping at this time due to the level in EnviroServer clarifier.”)

176. The promotional material indicated that a key component of the EnviroServer was “reduction of total nitrogen to levels equal to or below 10 milligrams per liter.” This goal had never been met in the configuration used at Wyndham Creek. D-195 at 301:6-22; D-197 at 350:5-14; D-412.

177. The promotional material indicated the EnviroServer was NSF certified, which was not true. D-294 at p.2; D-412 at p. 2; D-467; D-195 at 82:4-6; D-181 at 43:13-24.

178. Keystone did not communicate to homebuyers that the information in the promotional material related only to the EnviroServer and not their entire septic system as installed. 8T117:6-11.

Keystone Takes Control of HOA

179. The Hostetters signed a unanimous consent in lieu of a meeting dated May 6, 2007, as “declarant,” appointing Keystone employees as HOA board members. D-67 (also D-852, D-504, and Ex B to D-503); 10T151:24-10T152:15; D-139 at 66:2-67:16.

180. Rutt, Ms. Frame and Howard Hirsch, the CFO of Keystone, were elected as the executive board of the HOA. D-67 (also D-852, D-504, and Ex B to D-503); 2T126:12-17; 3T96:2-13; D-139 at 66:2-67:16; 3T97:1-2.

181. Rutt was the President of the HOA. D-138 at 440:7-10. He remained President and in control of the HOA through October 10, 2011. D-138 at 496:4-12, 501:8-20.

182. Mr. Hirsch and Ms. Frame were appointed Treasurer and Secretary, respectively, of the HOA. D-67 (also D-852, D-504, and Ex B to D-503).

EnviroServers: Installation and Performance

183. On June 18, 2007, the first EnviroServer was installed on Lot 17 of Wyndham Creek. D-195 at 309:8-24.

184. The DEP permit required that a licensed, professional engineer certify that the installation of an EnviroServer was “in accordance with the plans, specifications and modifications approved by DEP.” *See, e.g.*, D-500.

185. Dr. Archer certified the installation of each EnviroServer. D-181 at 143:22-144:5; D-197 at 115:18-116:1; D-870; D-871; D-197 at 288:12-290:24. However, Dr. Archer only attended the installations of the first three (3) EnviroServer units. D-197 at 121:13-121:33, 125:7-12.

[69 Ches. Co. Rep. **Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al. Hostetter v. Appel & Yost, LLP, et al.**

186. Mr. Link participated in the EnviroServer installations for the purpose of “training” Mr. Erb on the installation, so that Mr. Erb (of Leo Kob Company) could take over operation and maintenance of the EnviroServers from Wastewater Monitoring. D-197 at 122:18-123:25, 125:13-15.

187. The Health Department did not conduct inspections of the EnviroServers at installation and was not aware of any installation inspections by the DEP. D-181 at 130:11-16, 133:19-134:14.

188. The DEP was supposed to inspect the installation of the first three (3) or four (4) EnviroServers, but never did. D-190 at 178:6-16.

189. Between 2007 and August 2013, the EnviroServers were supposed to be installed, maintained and monitored by Wastewater Monitoring. 4T9:17-21; D-195 at 23:6-14, 24:16-22.

190. On October 5, 2007, Wastewater Monitoring forfeited its business charter, four (4) months after the first EnviroServer was installed at Wyndham Creek. D-195 at 284:24-285:5, 310:18-311:4; D-195 at 311:7-14. Mr. Link, however, continued to issue field reports and writing letters on Wastewater Monitoring letterhead for several years. D-195 at 268:12-269:8, 346:32-350:6; D-439.

191. The EnviroServers never performed in accordance with the denitrification and other requirements of the DEP permit. 3T41:12-18.

192. The EnviroServers could not, by their design, meet the denitrification requirements of the DEP permit until “acclimated,” which was a lengthy process. D-197 at 404:20-407:25.

193. Dr. Archer knew “as soon as [he] got that permit,” that the EnviroServers would be in violation of the DEP permit requirements because there was an acclimation period not accounted for in the DEP permit. D-197 at 407:7-25.

a. 2008

194. On April 7, 2008, the Township requested the DEP provide evidence that the EnviroServers were in compliance with the DEP permit after receiving complaints from the homeowners at Wyndham Creek. D-70.

195. The Township requested the water sampling test results required by the DEP permit. D-70.

196. The Township reported “on at least one of the home sites, there was effluent coming to the surface” and that the promised “alarm system” to permit the monitoring of “any malfunctions” was not installed. D-70.

197. The letter from the Township triggered the DEP to realize it had not received the test results required by the permit. D-190 at 183:23-184:5.

198. On April 23, 2008, the DEP conducted an inspection of the EnviroServers at Wyndham Creek and determined they were not in compliance with the DEP permit. D-71 (also D-97 at p. 186-87).

199. Mr. Hostetter and Ms. Frame attended a meeting at the DEP on May 2, 2008 regarding the nonperformance of the EnviroServers. See D-97 at p. 185; 10T154:22.

Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al.
Hostetter v. Appel & Yost, LLP, et al.

90 (2021)]

200. That same day, the DEP wrote to Mr. Hostetter and the HOA regarding the development's nonperformance and noncompliance with the DEP permit and providing fifteen (15) days to provide the DEP a report "outlining a plan and schedule for addressing" the issues. D-71 (also D-97 at p. 186-87); 10T165:3-9.

201. The issues identified by the DEP included: the use of an EnviroServer for houses that used reverse osmosis systems for water purification thereby causing a loss of alkalinity that in turn impaired the EnviroServers; remote monitoring was not installed; tank lids were not properly secured; erosion and sedimentation issues; and the non-receipt of sampling data." D-71 (also D-97 at p. 186-87).

202. As of the May, 2008 letter, there were eight (8) EnviroServers in operation and none of the monitoring, sampling or reporting requirements of the DEP permit had been met. D-190 at 186:18-187:5; *see also* 10T165:25-10T166:4; D-71 (also D-97 at p. 186-87).

203. On May 7, 2008, Dr. Archer wrote on behalf of Mr. Hostetter to the DEP. The letter was intended as the response to the DEP's request that the Hostetters and the HOA outline a plan and schedule to address the EnviroServer issues. 10T168:18-10T169:7; 10T171:2-9; D-72.

204. Dr. Archer indicated he did not believe the reverse osmosis systems were affecting the performance of the EnviroServers; the remote monitoring issue was being addressed; the tank lids were properly secured; adjustments to future designs were being made to address the erosion and sedimentation issues; and suggested that the "official monitoring" of the water sampling required by the permit start on July 7, 2008. D-72.

205. Dr. Archer wrote: "Keystone has agreed to make sure that each new future home owner is instructed that a land line is required for remote monitoring." and "Keystone's representative, Diane Frame, committed to providing more erosion and sedimentation controls in future installations." D-72.

206. The DEP allowed Dr. Archer to start taking the water samplings as of July 7, 2008, despite the requirements of the DEP permit. D-190 at 188:12-189:12.

207. On October 9, 2008, the DEP again wrote Mr. Hostetter and the HOA to learn whether the issues reported in the May 2, 2008 letter had been corrected. D-73; 10T159:12-20.

208. The DEP specifically asked whether the alkalinity issues had been resolved, remote monitoring was in place and the effluent discharge requirements were being met. D-73. The DEP noted that sufficient time should have passed for the EnviroServers to acclimate to the point that proper treatment should be occurring. D-190 at 190:21-191:8.

209. The DEP wrote: "To date, the Department has not received any effluent sampling results." D-73.

210. Water test results from 2008 reflected the EnviroServers were not meeting the 10 mg/L requirement of the DEP permit. D-92; *see* D-181 at 160:13-161:2 (how to read results).

[69 Ches. Co. Rep. **Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al. Hostetter v. Appel & Yost, LLP, et al.**

b. 2009

211. On July 23, 2009, the DEP wrote to Mr. Hostetter and the HOA and reported that sampling data associated with the EnviroServers did not meet the effluent limit of the permit. D-74 (also D-473 and D-97 at p. 188-89); 10T162:3-6.

212. The DEP requested that “a dispersion plume analysis be submitted to determine the potential for groundwater contamination (on and off-site) resulting from the systems’ failure to meet the effluent limits.” D-74 (also D-473 and D-97 at p. 188-89).

213. After a meeting with DEP on August 3, 2009, Dr. Archer wrote to the DEP his suggested course of action. He copied Ms. Frame and Ms. Bucks. D-75 (also D-395, D-474, and D-97 at p. 190-91); 10T170:5-8; 10T169:8-16.

214. Dr. Archer wrote that the EnviroServers could not properly de-nitrify the effluent without adequate alkalinity levels. D-75 (also D-395, D-474, and D-97 at p. 190-91). Dr. Archer investigated numerous alternatives to correct the alkalinity issues, including installing a whole-house reverse osmosis unit. D-197 at 148:23-149:6.

215. The DEP decided to allow Dr. Archer to continue to try to meet the requirements of the DEP permit by adjusting the low influent alkalinity. D-190 at 202:2-204:17.

216. On November 24, 2009, the Township wrote the DEP for the status of the dispersion plume analysis and for a copy of the analysis. D-190 at 205:16-206:4.

c. 2010

217. The EnviroServers continued to have performance issues as of January 2010 about which the DEP continued to complain. 10T172:15-23; D-190 at 209:10-18.

218. On January 11, 2010, the DEP provided the Township a written update on the status of the EnviroServers’ compliance with the permit that was copied to Mr. Hostetter. D-76 (also D-396); 10T171:17-23.

219. The DEP reported it required a dispersion plume analysis and “[u]pon review of information pertaining to this issues, the Department’s immediate concerns regarding any potential human health impacts to the residents, as well as the intent of the request, have been satisfied.” D-76 (also D-396).

220. In April 2010, the Township again contacted the DEP and expressed that homeowners were not getting any satisfaction from Keystone or the company that was supposed to be managing and monitoring the EnviroServers. D-190 at 217:16-218:3.

221. On April 16, 2010, the DEP wrote to Dr. Archer with a copy to Mr. Hostetter and Mr. Elser of Keystone for information about monitoring and performance of the EnviroServers in reaction to complaints by homeowners. D-77; 10T174:24-10T175:8.

222. On July 15, 2010, Dr. Archer responded to the DEP’s inquiry and confirmed the monitoring was in place and the maintenance records would be provided. D-78; 10T177:6-9; 10T176:13-19.

d. 2011

223. On or about August 16, 2011, the DEP claimed it first learned about many of the issues with the EnviroServers. D-190 at 218:22-219:25, 222:9-16, 223:5-12.

224. Thereafter, the DEP became more involved with the EnviroServers, which were still not performing in accordance with the DEP permit.

225. On September 20, 2011, the DEP was provided a list of repairs needed to the EnviroServers at Wyndham Creek. D-484. Depending on the lot, the repair costs as of September 20, 2011 ranged from several hundred to a couple thousand dollars. D-484.

226. On or about September 23, 2011, the DEP collected “permission slips” from the homeowners to access the property to collect groundwater samples. D-485; D-190 at 236:20-237:11. No homeowner refused. D-190 at 225:19-226:6.

Meeting With Health Department

227. On September 8, 2011, members of the Health Department and the DEP met with homeowners at one resident’s house. D-181 at 119:5-12, 20:3-10; 25T69:8-15; 25T74:16-25T76:2.

228. The purpose of the September 2011 meeting was to discuss the homeowners’ questions about nitrates in the water (D-181 at 119:13-22) and the functioning of their sewage disposal systems. (D-181 at 120:18-121:7).

229. The homeowners expressed they had just learned about the experimental permit for the EnviroServers and that the information had not been provided before their home purchases. D-181 at 121:8-122:10.

230. The homeowners informed the Health Department they had been told they were being given water filters as a “bonus.” D-181 at 123:13-124:12. The Health Department determined that the filters were the reverse osmosis units required by the Health Department for treatment of high nitrates. D-181 at 123:13-124:12. The Health Department then told the homeowners what it had learned. D-181 at 123:13-124:12.

Meeting About EnviroServers

231. On September 25, 2011, Mr. Link and Dr. Archer conducted a meeting with the homeowners at the model home at Wyndham Creek to provide information about the EnviroServers. D-195 at 215:6-216:8. The meeting was also attended by Diane Frame from Keystone. D-195 at 215:6-216:8.

232. The existing homeowners told Dr. Archer that they had no information about EnviroServers, (D-197 at 222:15-223:3) He prepared a power point presentation about the EnviroServers for the meeting and gave Keystone copies for its future use. D-863; D-197 at 210:6-21, 222:9-223:7; D-197 at 223:4-7.

HOA Board Resignation

233. As of October 2011, the HOA, acting through its executive board comprised of Keystone executives, was responsible for compliance with the DEP permit requirements. 3T101:6-3T102:12.

234. The issues with the EnviroServers continued in October 2011 and occupied the HOA that was formed specifically to maintain the EnviroServers. 3T98:24-3T99:7; 3T98:24-3T99:7.

235. On October 5, 2011, the homeowners demanded that the EnviroServers be replaced. *See* D-548 (“We are fed up and ready and willing to do what it takes to get a new MAINTENANCE FREE system (we realize nothing is actually maintenance free) with people installing and maintaining them that we can trust.”) D-548. They also requested to see “how our HOA monies have been spent.”

236. On October 10, 2011, Rutt participated in a lengthy telephone conference with the president of MicroSepTec and Mr. Link wherein Mr. Rutt demanded that MicroSepTec extend the two-year warranty on the EnviroServers for all of the units purchased by Keystone due to the numerous repairs required for the systems. D-195 at 225:6-8, 225:15-226:11.

237. MicroSepTec did not agree to extend the warranties on the EnviroServers. D-195 at 225:6-8, 225:15-226:11.

238. That same day, Rutt, Mr. Hirsch and Ms. Frame resigned from the board of the HOA without replacement board members. D-79 (also D-853); 4T46:15-4T48:6.

239. Even though the “Minutes” indicated a “special meeting” occurred, Ms. Frame confirmed there was no actual meeting. D-139 at 70:18-72:17.

240. Ms. Bucks stopped providing services for the HOA shortly thereafter. *See* 8T168:225-8T169:12.

241. The homeowners then were provided the books and records for the HOA and discovered that HOA funds had been used to pay for activity in connection with (attempting) to bring the EnviroServers into compliance with the DEP permit. D-562.

242. On November 10, 2011, Mr. Link wrote an email to Mr. Dudley regarding concerns about the HOA budget. D-483 at p. 3. He indicated he did not know that the HOA was required to pay for all maintenance costs associated with the EnviroServers. D-483 at p. 3.

The Health Department Urges the DEP to Revoke Its Permit

243. The Health Department urged the DEP in October, 2011 to revoke the EnviroServer permit for noncompliance before more homes were built at Wyndham Creek. D-181 at 180:23-183:11.

244. The DEP, however, did not “feel there are sufficient grounds to give up on these units at this time” because other than not meeting 10 mg/L requirement,

the units were treating wastewater. D-181 at 184:6-185:2.

245. The DEP continued issuing permits for additional lots at Wyndham Creek to install EnviroServers. D-181 at 189:7-11.

Keystone's Distribution of Information on EnviroServers

246. On October 19, 2011, Ms. Frame sent an email to Ms. Bucks which included an EnviroServer FAQ that was intended to answer questions that had been posed by the homeowners. D-296; 9T46:8-9T47:20.

247. Rutt participated in the preparation of the EnviroServer FAQ. D-856; D-139 at 78:3-80-21.

248. The EnviroServer FAQ provided that the EnviroServer "had already demonstrated that it was capable of consistently achieving Total Nitrogen <10 mg/l" and the system did not require pumping. D-296.

249. On October 24, 2011, homeowner Donna Spinelli received a letter from NSF International informing her that the EnviroServers installed at Wyndham Creek were not NSF certified. D-467.

250. On or around this time, the DEP claimed it first learned that the EnviroServers were not actually NSF certified, as required by DEP regulations and the permit. D-190 at 98:25-100:24, 104:4-10, 104:17-105:23.

251. The homeowners also learned that the DEP permit had an experimental designation and provided for a conventional sewer back-up. *See* D-554.

252. The homeowners began requesting the DEP declare the "experiment" a failure and require the back-up provided for in the DEP permit. *See* D-554.

253. On November 13, 2011, the homeowners requested of the DEP an exception to the 10 ml requirement so that they could install conventional on-site septic systems and removal of the word "experimental" from the permit. *See* D-55.

December 21, 2011 Community Meeting

254. In December 2011, Keystone knew the EnviroServers were still not performing as required by the DEP permit. 10T186:16-20.

255. On December 12, 2011, the DEP sent an email to all homeowners, Ms. Frame, Mr. Hostetter and the various contractors involved with the EnviroServers inviting them to attend a community meeting on December 21 to discuss the sewage systems at Wyndham Creek. D-316.

256. On December 14, 2011, Ms. Frame responded to the Township that she would attend the meeting on behalf of Keystone. D-316. Other attendees included: Keith Dudley and Peter Evans from the DEP; Adam Bram, the attorney for the DEP; Dr. Hugh Archer; Joseph Link; Rick Erb; Thomas Quinn and Rick Johnson from the Health Department; Winifred Sebastian, the Township's solicitor; State Representative John Lawrence; Mr. Hostetter; a number of homeowners and other Township officials.

[69 Ches. Co. Rep. **Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al. Hostetter v. Appel & Yost, LLP, et al.**

257. Mr. Dudley compiled the comments he received from the homeowners and others related to the EnviroServers to address them during the meeting. D-483 at pp. 1-4; *see also* D-80; D-190 at 226:2-227:2.

258. The comments from the homeowners included, among other comments: “You admitted yourself that these systems work sometimes and other times not. Well this is an awful expensive experiment for a system that works sometimes and sometimes not.”; “If we were told upfront that we were an experiment and given a choice none of us would have settled here.”; and “These systems for 4 years have never worked properly and our HOA fund has been drained trying to make these systems work.” D-483 at p. 1.

259. The meeting was video recorded and portions of the video were played at trial.

260. The majority of the December 21, 2011 meeting was devoted to the homeowners’ complaints about the EnviroServers. *See* 38BT (part one); D-999-A (video part one); 39ET (part two); D-999-B (video part two).

261. The POS and public water were also discussed. 38BT4:6-100:2; *see also* D-999-A (video part one); D-999-B (video part two); 39ET.

262. The DEP’s attorney, Adam Bram, told the homeowners their remedy was “to go to the builder” about their issues.

263. The homeowners repeatedly demanded conventional on-lot septic systems. They did not understand why that was not possible, since the denitrification components of the EnviroServers were not working. *See* 38BT31:20-38BT32:14.

264. Both Mr. Dudley and Mr. Bram explained that the DEP had to consider not just the impact of the effluent discharge on the homeowners’ homes, but also the homes across their property lines. 38BT43:23-38BT44:5; *see also* 38BT84:19-38BT85:11. A standard septic system could not be installed because of the impact it would have off-site. 38BT44:6-17.

265. The homeowners asked whether public water would correct their issues; and the DEP responded that could be a direction to pursue. 38BT104:7-12.

266. The DEP confirmed “If public water is running in the area, we can approve the septic tanks at our level.” 38BT114:3-4; *see also* 38BT130:19-20 (“If the public water comes in, I can waive the groundwater strategy at my level.”); 39ET3:9-14 (“Well, like he said, if you are able to . . . get public water in, all this . . . other stuff goes away.”)

267. The homeowners stated they were “not going away” and were “going all the way.” 39ET5:15-39ET6:3.

268. Both Rutt and a lawyer from Kaplin Stewart, Marc Kaplin, contacted Ms. Frame to learn what occurred at the meeting. D-130, 3T89:14-17, 3T90:2-3T92:5; D-139 at 62:18-63:22, 65:14-22.

269. Rutt admitted that Keystone and Willow Creek knew in December 2011 the POS had incorrect information about public water. 3T92:7-12.

270. Ms. Frame reported that the POS was discussed during the December 21, 2011 meeting, the POS indicated there would be public water and she knew

Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al.

Hostetter v. Appel & Yost, LLP, et al.

90 (2021)]

that the statement about public water was wrong. 3T89:14-17; 3T90:2-3T92:5; D-139 at 62:18-63:22, 65:14-22.

EnviroServers Remain Noncompliant and Faulty

271. On or about January 17, 2012, the DEP received an “EnviroServer Treatment Demonstration Final Report” from Dr. Archer, which attached various groundwater test results. D-81; 10T183:23-10T184:8.

272. The test water results reflected the EnviroServers were not meeting the denitrification requirements of the DEP permit. D-81; 10T183:23-10T184:8.

273. On or about February 1, 2012, State Representative John Lawrence wrote the director of the DEP for approval for the installation of traditional septic systems and a whole house reverse osmosis water treatment system for each affected home in Wyndham Creek based upon the numerous issues experienced by the homeowners including raw sewage backing up into homes; cave-ins and sinkholes; failed telemetry units; ground units were not NSF certified; haphazard and restrictions on servicing of the units; and “[t]he anticipated reduction in nitrates from the effluent has not been realized.” D-83.

274. On February 28, 2012, the DEP wrote Mr. Hostetter and the HOA and provided notice of noncompliance with the DEP permit. D-87 (also D-505 and Ex G to D-503); 3T71:8-3T72:5.

275. The DEP required that the conventional backup sewage disposal system of connecting to public sewer be implemented due to the continued non-compliance of the EnviroServers. D-87 (also D-505 and Ex G to D-503); 3T71:8-3T72:5.

276. The installation of public sewer was then, and remains now, not feasible and would cost three (3) or four (4) million dollars. 10T76:19-10T77:24; 10T80:24-10T81:20; 10T199:10-21; D-139 at 37:20-38:4; D-181 at 87:17-21.

277. As of at least April 24, 2013, the DEP took the position that the Hostetters transferred complete control of the HOA to Keystone in May 2007 making it responsible for compliance with the DEP permit. D-503; D-191 at 387:25-391:4; *see also* D-506.

278. However, Keystone claimed it was not responsible for compliance with the DEP permit because it had abandoned the HOA in October 2011.

279. A conventional backup sewage disposal system was never installed at Wyndham Creek. 3T74:21-23; D-137 at 110:10-14, 111:15-21.

No Maintenance For EnviroServers

280. As of June 19, 2012, the contractors making repairs and adjustments to the EnviroServers had not been paid by Keystone and stopped working on the EnviroServers. D-195 at 255:8-22.

281. On June 22, 2012, Mr. Link, on Wastewater Monitoring letterhead,

[69 Ches. Co. Rep. **Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al. Hostetter v. Appel & Yost, LLP, et al.**

wrote to homeowners that they must contact an authorized contractor regarding a service contract for their EnviroServers. D-431. He identified only two (2) people within a two-hour service range that were authorized to perform maintenance on the EnviroServers. D-431.

282. There were no other contractors within a two-hour service range of Wyndham Creek certified to work on the EnviroServers other than to the two contractors identified by Mr. Link. D-195 at 177:23-178:7, 178:22-179:2.

Federal Action by the Homeowners

283. All of the homeowners at Wyndham Creek commenced a civil action against the Hostetters, Keystone and Willow Creek on August 29, 2013 in the Eastern District of Pennsylvania, Docket no. 13-5081 (“Homeowners’ Litigation”). They were represented by Mark Tanner, Esquire of Feldman Shepherd. D-118; P-8; 1T105:13-1T106:4; 1T107:10-12.

284. Not all of the homeowners who were plaintiffs in the Homeowners’ Litigation were first-purchasers or purchased custom homes. P-11 (also D-265) at ¶¶ 6, 10, 19; J-3; J-4; J-5 at ¶¶ 2-5; 9T22:2-11; 9T39:13-9T40:8; 9T41:14-24.

285. The defendants originally included the Hostetters, Keystone, Willow Creek and Willow Creek Holdings, LLC, but Willow Creek Holdings, LLC was not included in the amended complaint. D-118; *compare* P-8 with P-9.

286. Keystone and Willow Creek were represented by Kimberly Russell and other lawyers with Kaplin Stewart. 1T108:16-1T109:9.

287. The Hostetters were represented by Stephen Rhoades and other lawyers from Gawthrop Greenwood through March 2015. 9T179:6-9T180:14; 10T5:22-25.

288. The Hostetters were represented by James Dalton of Unruh Turner from March 2015 through trial in this action. 9T179:6-9T180:14; 10T5:22-25.

The Homeowners’ Claims Against Keystone and Willow Creek

289. Following the filing of a motion to dismiss the complaint, the homeowners filed an amended complaint on November 19, 2013. D-118 at p. 29; P-9; 1T107:13-20.

290. The amended complaint included claims against Keystone and Willow Creek characterized as Interstate Land Sales, 15 USC 1701 et seq (“ILSA”) (count I); fraud in inducement (count II); negligent misrepresentation (count III); Pennsylvania Uniform Planned Community Act (“UPCA”) (count IV); breach of fiduciary duty (count V); breach of express warranty (count VI); breach of implied warranty of habitability and workmanship (count VII); Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”) (count VIII); and civil conspiracy (IX). P-9 at pp. 24-33.

291. The homeowners demanded attorneys’ fees and costs in connection with every count of the amended complaint. P-9 at pp. 24-33.

292. On December 3, 2013, Keystone and Willow Creek moved to dismiss the amended complaint based primarily on arguments that the homeowners had not plead

their claims with adequate particularity. D-118 at pp. 29-30; D-117.

293. The homeowners filed a response and on April 15, 2014, the District Court granted in part the motion to dismiss the amended complaint by order and written opinion. D-118 at pp. 30-31. The District Court dismissed the claims characterized as breach of express warranty (VI) and civil conspiracy (IX) against Keystone and Willow Creek. D-118 at pp. 30-31; P-9.

294. The only claims that remained against Keystone and Willow Creek were for: violations of the ILSA (count I); fraud in inducement (count II); negligent misrepresentation (count III); violations of the UPCA (count IV); breach of fiduciary duty (count V); breach of implied warranty of habitability and workmanship (count VII); and violations of the UTPCPL (count VIII). *See* D-118 at pp. 30-31; P-9.

Cross-Claims Against Hostettters by Keystone and Willow Creek

295. On May 13, 2014, Keystone and Willow Creek filed an answer to the amended complaint with cross-claims against the Hostettters. D-118 at p. 31; P-11 (also D-265).

296. Keystone and Willow Creek admitted “the EnviroServers did experience problems after installation.” P-11 (also D-265) at ¶ 113.

297. Keystone and Willow Creek otherwise denied the claims by the homeowners and asserted affirmative defenses that included the statute of limitations and a contention the homeowners’ “claims are barred by the terms of the POS, Declaration, and the Bylaws of the HOA.” P-11 (also D-265) at pp. 22-23 (KEYSTONE(APPEL & YOST) 2501-02).

298. Keystone and Willow Creek also asserted cross-claims against the Hostettters for contribution and indemnity, which were denied by the Hostettters. P-11 (also D-265) at pp. 24-25 (KEYSTONE(APPEL & YOST) 2503-04); D-267.

299. On May 13, 2014, the Hostettters filed an answer to the amended complaint and asserted cross-claims against Keystone and Willow Creek for contribution and indemnity based on the May 4, 2007 Unanimous Consent in Lieu of Meeting where the Hostettters assigned control of the HOA to Keystone. D-118 at p. 31; P-12 (also D-266) at pp. 22-23 (KEYSTONE (APPEL & YOST) 2527-28); *see also* D-67 (also D-852, D-504, and Ex B to D-503). Keystone and Willow Creek denied the cross-claims by the Hostettters. D-118 at p. 31; D-268.

300. All of the cross-claims remained until the conclusion of the Homeowners’ Litigation.

Third-party Claims by Keystone and Willow Creek

301. On May 27, 2014, Keystone and Willow Creek filed a third-party complaint against the individuals and entities involved with the EnviroServers. D-118 at p. 31; D-269; 4T142:7-4T143:3.

[69 Ches. Co. Rep. **Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al. Hostetter v. Appel & Yost, LLP, et al.**

302. The third-party defendants included: Hugh V. Archer, Mavickar Environmental Consultants, Inc., Mavickar Environmental Engineering Consultants, LLC, The Mavickar Group, LLC, Chesapeake Environmental Solutions, Inc., Tri-Tech Resources, Inc., Gary Roeder, Terra Aqua, Wastewater and Water Facility Planning Consultants, LLC, EnviroTec, Inc., Joseph Link, J&J Rock Companies, Wastewater Monitoring, Inc., WWM, Inc., Leo Kob Environmental, LLC, Leo Kob Co., Inc., Leo Kob Company, Richard A. Erb and Wyndham Creek Homeowners Association (collectively “third-party defendants”). D-118 at p. 31; D-269.

303. The claims asserted by Keystone and Willow Creek against the third-party defendants were for contribution and indemnification. D-118 at p. 31; D-269.

304. Most of the third-party defendants were dismissed on a motion to dismiss the third-party complaint as improper joinder. 4T143:9-21; D-118 at p. 34; D-270. The remaining third-party defendants successfully moved for judgment on the pleadings. 4T144:4-20; D-118 at pp. 35-36; D-272.

305. Keystone and Willow Creek requested and received a default judgment against the HOA. D-118 at p. 33.

306. The homeowners did not demand public water as an item of damages in their initial disclosures. D-393 at pp. 15-16.

Homeowners’ Litigation: The Sales Documents

307. All homeowners who were also homebuyers signed agreements of sale that identified their home was served by a private on-site well and septic system and included an acknowledgement of receipt of the HOA documents.

308. Most homeowners executed the PAR form sales agreement format, which required that they initial every page of the agreement and check boxes for “On-site Well Water”, “Individual On-lot Sewage Disposal System” and “APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION)”. D-101-P-1 (also D-834) at pp. 3-4 (William Cookson); D-101-Q-1 (also D-524) (Donald & Jennifer Ferro); D-101-R-1 (Audrey & Joseph McSorley); D-101-S-1 (Dan & Kristen Barker); D-101-T-1 (D-587) (Michael & Joan Weber); D-101-U-1 (also D-605) (Matthew & Danielle Farmer); D-101-O-1 (also D-410) (John & Elizabeth Harris); D-101-H-1 (Steven Pieri); D-101-K-1 (also D-664) (William & Cynthia Sudnikovich); D-101-G-1 (Thomas Kern); D-101-I-1 (John & Mary Potts); D-101-D-1 (also D-691) (Carol & John Dunlap); D-101-E-1 (Jerrell & Cornelia Gatlin); D-101-F-1 (Dolores Haubner); D-101-A-1 (also D-759) (Andrew & Tracey Brown); D-101-L-1 (also D-627) (Travis & Erica Thomas); D-101-M-1 (Derek & Annette Whipple); D-101-Y-1 (also D-737) (Mara & Augustine Testa); D-101-W-1 (Eric & Wanda Pelt); D-101-V-1 (Janine Phayre).

309. Some of the homeowners who purchased their homes in 2011 signed the revised sales agreement form that included more pronounced addenda acknowledgements in large and bolded font about receipt of the HOA documents and fees, on-site water and private septic and the EnviroServers. D-101-B-1 (also D-779) /

Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al.
Hostetter v. Appel & Yost, LLP, et al.

90 (2021)]

D-779 (William & Matthew Fischer (Carey)); D-101-X-1 (Daniel & Shannon Mortimer).

310. All homeowners who were also homebuyers signed and initialed the Keystone Builder's Agreement, which included in line 20 that the homeowner had been provided the public offering statement, and, in some instances, required initialing. D-507 at Keystone3918 (William Cookson); D-411 (also D-327) (Donald & Jennifer Ferro); D-533 (Audrey & Joseph McSorley); D-572 (Dan & Kristen Barker); D-588 (Michael & Joan Weber); D-606 / D-616 (Matthew & Danielle Farmer); D-628 (John & Elizabeth Harris); D-649 (Steven Pieri); D-658 (William & Cynthia Sudnikovich); D-670 (Thomas Kern); D-681 (John & Mary Potts); D-687 (Carol & John Dunlap); D-699 (Jerrell & Cornelia Gatlin); D-705 (Dolores Haubner); D-754 (Andrew & Tracey Brown); D-758 (Travis & Erica Thomas); D-715 (Derek & Annette Whipple); D-727 (Mara & Augustine Testa); D-748 (Daniel & Shannon Mortimer); D-740 (Joseph Corcoran & Janine Pahyre).

311. Homeowners who executed the PAR format sales agreement signed the Homeowner Disclosure Form acknowledging that that they had been provided the HOA documents. D-509 (William Cookson); D-101-R-1 at Keystone 5233 (Audrey & Joseph McSorley); D-573 (Dan & Kristen Barker); D-589 (Michael & Joan Weber); D-607 (Matthew & Danielle Farmer); D-629 (John & Elizabeth Harris); D-650 (Steven Pieri); D-659 (William & Cynthia Sudnikovich); D-671 (Thomas Kern); D-682 (John & Mary Potts); D-688 (Carol & John Dunlap); D-701 (Jerrell & Cornelia Gatlin); D-101-F-1 at Keystone12460 (Dolores Haubner); D-101-A-1 at Keystone13239 (Andrew & Tracey Brown); D-760 (Travis & Erica Thomas); D-101-M-1 at Keystone14325 (Derek & Annette Whipple); D-728 (Mara & Augustine Testa); D-745 (Janine Phayre).

312. All homeowners knew they would have on-lot well water, and not public water, before they purchased the property. D-510 at p. 2 (William Cookson); 23T83:23-25 (Donald & Jennifer Ferro); 23T115:18-23T116:8 (Audrey & Joseph McSorley); 24T173:18-24T174:11 (Dan & Kristen Barker); 25T21:9-17 (Michael & Joan Weber); 25T162:13-16 (Matthew & Danielle Farmer); 26T6:10-13 (John & Elizabeth Harris); 26T84:3-11, 26T141:17-20 (Steven Pieri); 26T67:19-22 (William & Cynthia Sudnikovich); 26T234:6-11 (Thomas Kern); 27T56:4-15 (John & Mary Potts); 31T26:15-22, 31T7:3-22 (William and Matthew Fischer (Carey)); 27T217:3-21 (Jerrell & Cornelia Gatlin); 28T34:8-15 (Dolores Haubner); 29T4:12-14 (Andrew & Tracey Brown); 29T73:22-29T74:9 (Travis & Erica Thomas); 29T169:17-25 (Derek & Annette Whipple); 30T29:15-17 (Mara Augustine Testa); 30T175:2-7, 30T157:16-30T158:11 (Daniel & Shannon Mortimer); see 27T156:1-4 (Carol & John Dunlap); 30T121:11-14 (Janine Phayre).

313. No homeowner believed their water was from a public source. D-510 at p. 2 (William Cookson); 23T83:23-25 (Donald & Jennifer Ferro); 23T115:18-23T116:8 (Audrey & Joseph McSorley); 24T173:18-24T174:11 (Dan & Kristen Barker); 25T21:9-17 (Michael & Joan Weber); 25T162:13-16 (Matthew & Danielle Farmer); 26T6:10-13 (John & Elizabeth Harris); 26T84:3-11, 26T141:17-20 (Steven Pieri);

[69 Ches. Co. Rep. **Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al. Hostetter v. Appel & Yost, LLP, et al.**

26T67:19-22 (William & Cynthia Sudnikovich); 26T234:6-11 (Thomas Kern); 27T56:4-15 (John & Mary Potts); 31T26:15-22, 31T7:3-22 (William and Matthew Fischer (Carey)); 27T217:3-21 (Jerrell & Cornelia Gatlin); 28T34:8-15 (Dolores Haubner); 29T4:12-14 (Andrew & Tracey Brown); 29T73:22-29T74:9 (Travis & Erica Thomas); 29T169:17-25 (Derek & Annette Whipple); 30T29:15-17 (Mara Augustine Testa); 30T175:2-7, 30T157:16-30T158:11 (Daniel & Shannon Mortimer); see 27T156:1-4 (Carol & John Dunlap); 30T121:11-14 (Janine Phayre).

Litigation Activity

314. Magistrate Judge Rueter conducted settlement conference on July 7, 2015. D-118 at p. 36; 1T110:1-7; 4T149:13-20.

315. Bill Briegel and Ms. Russell attended the settlement conference on behalf of Keystone and Willow Creek. 4T150:7-11

316. Magistrate Judge Rueter expressed a settlement proposal to the parties. 3T111:18-20; 12T55:15-23. The proposal included providing public water to the site, continued maintenance and monitoring of the EnviroServers, litigation of a diminution in value claim and attorneys' fees and costs. 3T114:12-3T115:25.

317. Keystone, Willow Creek and the Hostettters requested a 90-day stay of the proceedings to investigate the feasibility of the settlement proposal. 4T151:7-25; 12T56:23-12T57:10.

318. A second settlement conference before Magistrate Judge Rueter was scheduled for August 12, 2015 and later was postponed until October 15, 2015. D-118 at p. 36.

319. That same day, August 12, 2015, Ms. Russell sent a letter to Mr. Zuke notifying him of the lawsuit by the homeowners, "a potential claim against you and your Firm" and an upcoming mediation before Magistrate Judge Rueter. 4T182:5-4T184:9; 15T167:17-169:14; D-391 (as redacted).

320. This action was commenced by Keystone and Willow Creek by writ of summons on August 26, 2015. 42T13:5-22.

321. The second settlement conference occurred on October 15, 2015. D-118 at p. 36. The homeowners accepted the proposal made by Magistrate Judge Rueter but Keystone, Willow Creek and the Hostettters did not. D-264 at memorandum, p. 2; 12T57:11-15.

322. Keystone would agree to payment of attorneys' fees and the provision relating to the EnviroServers, but not to providing public water or to litigating the diminution in value claim. 3T121:5-18; 4T154:7-17; *see also* P-13.

323. Keystone made a settlement offer that included installing reverse osmosis units on every drinking water tap in the homeowners' homes and recalibrating the EnviroServers. P-13; 1T114:8-11; 3T127:13-25; 3T131:1-11; 4T159:17-23; 4T160:7-9.

324. No settlement was achieved in October 2015. 1T120:6-15.

TABLE OF CONTENTS
LEGAL NOTICES

Change of Name 2
Corporation Notice 2
Dissolution Notice 2
Estate Notices **1st Publication** 2
Estate Notices **2nd Publication** 4
Estate Notices **3rd Publication** 6
Corporation Notice LLC 7
Nonprofit Corporation Notice 7
Trust Notice **1st Publication** 7
Divorce Notice 8
Trust Notice **3rd Publication** 8
Notice of Filing an Application 8
Writ of Scire Facias 9
Public Notice 10

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CHANGE OF NAME NOTICE
IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA
CIVIL ACTION

LAW NO. 2020-09229-NC

NOTICE IS HEREBY GIVEN that the name change petition of Maria Hernandez was filed in the above-named court and will be heard on Monday, March 15, 2021 at 2:00 PM, in Courtroom 15 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.
Date of filing the Petition: Friday, December 18, 2020
Name to be changed from: Maria Hernandez to: Lucila Lemus Pantoja
Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

CHANGE OF NAME NOTICE
IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA
CIVIL ACTION

LAW NO. 2021-01326-NC

NOTICE IS HEREBY GIVEN that the name change petition of CJ Theresa Fanelli was filed in the above-named court and will be heard on Monday, June 7, 2021 at 2:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.
Date of filing the Petition: Wednesday, March 3, 2021
Name to be changed from: CJ Theresa Fanelli to: Fallon Aster Fanelli
Any person interested may appear and show cause, if any they have, why the prayer of the said petition-

er should not be granted.

CORPORATION NOTICE

Notice is hereby given that Articles of Incorporation have been filed with the Department of the Commonwealth of Pennsylvania on 3/5/2021 under the Domestic Business Corporation Law, for Pinnacle Veterinary Specialists Inc., and the addr. of the registered office is 4 Spring Meadow Farm Lane, Malvern, PA 19355.

CORPORATION NOTICE

Notice is hereby given that Articles of Incorporation were filed with the Department of State for JDS TWO INC., a corporation organized under the Pennsylvania Business Corporation Law of 1988. RICHARD C. PARKER, Solicitor
MILES & PARKER, LLP
175 Strafford Ave., Ste. 230
Wayne, PA 19087

DISSOLUTION NOTICE

NOTICE IS HEREBY GIVEN THAT the shareholders and directors of Transatlantic Motors, Inc., a Pennsylvania business corporation with a registered address of 320 Turner Lane, West Chester, Pennsylvania 19380, have approved a proposal that the corporation dissolve voluntarily, and that the Board of Directors is now engaged in winding up and settling the affairs of the corporation under the provisions of Section 1975 of the Pennsylvania Business Corporation Law of 1988, as amended.
Buckley, Brion, McGuire & Morris LLP
Solicitors

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

BUCHANAN, Ann K., late of Franklin Township. Linda A. Ellingsworth, 200 Blair Rd., Lincoln University, PA 19352, Executrix.

CALLAHAN, Martha C., late of Downingtown Borough. Peter F.X. Callahan, care of MICHAEL C. McBRATNIE, Esquire, P.O. Box 673, Exton, PA 19341, Executor. MICHAEL C. McBRATNIE, Es-

quire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

CWIETNIEWICZ, Wincenty, late of New London Township. Vincent J. Cwietniewicz, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD, 17 W. Miner St., West Chester, PA 19382, atty.

GRZYWACZ, Mary L., a/k/a Mary Grzywacz, late of East Coventry Township. Frances Jean McGowan, 140 Church Rd., Oreland, PA 19075, Executrix. JOHN A. KOURY, JR., Esquire, O'Donnell, Weiss & Mattei, P.C., 41 E. High St., Pottstown, PA 19464, atty.

HANLON, Harriet H., late of Tredyffrin Township. Thomas A. Hanlon, care of JAMES M. PIERCE, Esquire, 125 Strafford Ave., Ste. 110, P.O. Box 312, Wayne, PA 19087, Executor. JAMES M. PIERCE, Esquire, Pierce, Caniglia & Taylor, 125 Strafford Ave., Ste. 110, P.O. Box 312, Wayne, PA 19087, atty.

HUBER, Mary H., late of West Pikeland Township. Mark A. Huber, 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.

JOHNSON, Marian A., late of London Grove Township. Nancy L. Graham, 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.

LISS, Gilbert A., a/k/a Gilbert Liss, late of Schuylkill Township. Lawrence B. Liss, care of ROMAN J. KOROPEY, Esquire, 237 S. Bryn Mawr Avenue, Suite 100, Bryn Mawr, PA 19010, Executor. ROMAN J. KOROPEY, Esquire, Main Line Law Associates, 237 S. Bryn Mawr Avenue, Suite 100, Bryn Mawr, PA 19010, atty.

LONGMAID, Dale E., late of East Bradford Township. Karen McKelvie, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

MARTIN, George Edwin, a/k/a Ed, late of Exton. Cindy Gwynn, 224 Bayberry Drive, Chester Springs, PA 19425, Executor. SEAMUS LAVIN, Esquire, Wetzel, Gagliardi, Fetter, Lavin, LLC, 122 S Church Street, West Chester, PA 19382, atty.

McCRUM, Donna Faye, late of Caln Township. George Burrell Smith III, care of GARY E. THOMPSON, Esquire, 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, Executor. GARY E. THOMPSON, Esquire, Carosella & Associates, P.C., 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, atty.

McMASTER, Mary E., late of Elverson Borough. Elaine J. McMaster, care of LINDA KLING, Esquire, 131 W. Main Street, New Holland, PA 17557, Executor. LINDA KLING, Esquire, Kling & Deibler, LLP, 131 W. Main Street, New Holland, PA 17557, atty.

MUSSER, Warren Vandyke, late of Easttown Township. Hilary Musser, care of JOSEPH N. FRABRIZZIO, Esquire, 2200 Renaissance Blvd., Ste. 270, King of Prussia, PA 19406, Executrix. JOSEPH N. FRABRIZZIO, Esquire, Frabizzio Law LLC, 2200 Renaissance Blvd., Ste. 270, King of Prussia, PA 19406, atty.

PEASE, JR., George E., late of West Chester. Gregory D. Pease, care of DOUGLAS W. OLSHIN, Esquire, 442 North High Street, West Chester, PA 19380, Executor. DOUGLAS W. OLSHIN, Esquire, 442 North High Street, West Chester, PA 19380, atty.

PRITCHARD, Blanche R., late of Kennett Square Borough. Monty Sjarif Wiradilaga, Jr. and Francis Paul Wiradilaga, care of DONALD B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Co-Executors. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

RAGON, Edith L., a/k/a Lorine Ragon, late of Kennett Square. Cheryl Graney, care of RYAN G. BORCHIK, Esquire, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, Executor. RYAN G. BORCHIK, Esquire, Perna & Abracht, LLC, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, atty.

RODERICK, Gertrude Tate, late of West Chester Borough. Luke Tate Roderick, care of MICHAEL LaROSA, Esquire, 959 West Chester Pike, Havertown, PA 19083, Executor. MICHAEL LaROSA, Esquire, LaRosa Law Firm, 959 West Chester Pike, Havertown, PA 19083, atty.

SHELENGIAN, Rose, late of East Goshen Township. Richard Shelengian and Frances Armine Arthin, care of STEPHEN CARROLL, Esquire, PO Box 1440, Media, PA 19063, Co-Executors. STEPHEN CARROLL, Esquire, Carroll & Karagelian LLP, PO Box 1440, Media, PA 19063, atty.

STEEGE, Christine A. Oates, late of West Chester. Thomas A. Oates, Jr., care of DOUGLAS W. OLSHIN, Esquire, 442 North High Street, West Chester, PA 19380, Executor. DOUGLAS W. OLSHIN, Esquire, 442 North High Street, West Chester, PA 19380, atty.

STEIN, Ina Fromm, a/k/a Ina Stein, late of East-town Township. Eugene L. Fromm, 1039 Millbrook Rd., Berwyn, PA 19312, Executor. MELANIE S. HOFF, Esquire, Rothkoff Law Group, 425 Route 70 West, Cherry Hill, NJ 08002, atty.

WARNER, Shirley Kehrler, late of Uwchlan Township. Jean Warner Gallagher, care of W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, Executor. W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, atty.

WILSON, John J., late of Phoenixville Borough. Donna Meyer, 381 Maiden Lane, King of Prussia, PA 19406, Executor. GREGORY P. DiPIPPA, Esquire, Bello, Reilley, McGrory & DiPippo, P.C., 144 E. DeKalb Pike, Suite 300, King of Prussia, PA 19406, atty.

WILSON, Penelope P., a/k/a Penelope Perkins Wilson, late of Malvern Borough. Victoria Wilson-Charles D. Bryce O'Brien and William C. Bullitt, care of SUSAN G. COLLINGS, Esquire, One Logan Square, Ste. 2000, Philadelphia, PA 19103-6996, Executors. SUSAN G. COLLINGS, Esquire, Faegre Drinker Biddle & Reath LLP, One Logan Square, Ste. 2000, Philadelphia, PA 19103-6996, atty.

2nd Publication

ALEXANDER, Craig, late of East Coventry Township. Jonnie Alexander, care of ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, Executrix. ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, atty.

BERRY, Daniel S., late of Coatesville City. Patricia A. Klein, care of JAMES R. ABBOTT, Esquire, 103 Chesley Dr., Media, PA 19063, Administratrix. JAMES R. ABBOTT, Esquire, Abbott & Overholt PC, 103 Chesley Dr., Media, PA 19063, atty.

BOOTH, Lisa, a/k/a Lisa Gail Booth, late of Newlin Township. Laura Booth, care of NATHAN EGNER, Esquire, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, Administratrix C.T.A. NATHAN EGNER, Esquire, Law Offices of Davidson & Egner, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, atty.

BROWN, Florence, a/k/a Florence Graham Brown, late of Lower Oxford Township. Joel Brown and Gerald Brown, care of WINIFRED MORAN SEBASTIAN, Esquire, P.O. Box 381, 208 East Locust Street, Oxford, PA 19363, Executor. WINIFRED MORAN SEBASTIAN, Esquire, P.O. Box 381, 208 East Locust Street, Oxford, PA 19363, atty.

CLOETINGH, Thomas K., a/k/a Thomas Keppel Cloetingh, late of Charlestown Township. Joan E. Cloetingh, care of AMY S. UFBERG, Esquire, Cira Centre, 2929 Arch St., Philadelphia, PA 19104-2808, Executrix. AMY S. UFBERG, Esquire, Dechert LLP, Cira Centre, 2929 Arch St., Philadelphia, PA 19104-2808, atty.

DENGLER, Carol E., late of Pennsbury Township. Carol D. Gander, 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.

DuPLESSIS, Holly P., Holly DuPlessis, late of Chester Springs. Michele DuPlessis, 1130 Braefield Rd., Chester Springs, PA 19425, Executrix.

EARLY, JR., James Arthur, a/k/a James A. Early, late of East Goshen Township. Karen Jean Christy and James C. Early, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA 19382, Executors. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

FIORINI, Jennifer, a/k/a Jennifer Emmi Fiorini, late of Tredeffrin Township. Michael J. Emmi, care of NEAL G. WILEY, Esquire, 1608 Walnut St., Ste. 900, Philadelphia, PA 19103, Executor. NEAL G. WILEY, Esquire, Alexander & Pelli, LLC, 1608 Walnut St., Ste. 900, Philadelphia, PA 19103, atty.

FULTON, Lucille H., late of Oxford. Richard D. Terry, Susan Fulton Glass, and Sandra Fulton Day, care of SAMUEL McMICHAEL, Esquire, P.O. Box 296, Oxford, PA 19363, Co-Executor/Executrices. SAMUEL McMICHAEL, Esquire, McMichael, Heiney & Sebastian, LLC, P.O. Box 296, Oxford, PA 19363, atty.

HANKS, Loretta Watts, late of Uwchlan. Kimberly Hanks Kramer, 381 Foxdale Rd, Media, PA 19380, Executor.

HARPER, Janet M., late of East Goshen Township. Mitchell P. Harper, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E.

State Street, Kennett Square, PA 19348, atty.

HARTMAN, Dorothy E., late of Kennett Square Borough. Robert H. Hartman, care of CATHERINE SUE CLARK, Esquire, 11319 Shannondell Dr., Norristown, PA 19403, Executor. CATHERINE SUE CLARK, Esquire, 11319 Shannondell Dr., Norristown, PA 19403, atty.

HOPP, Catherine Ahmie, late of Uwchlan Township. Philip C. Hopp, care of PETER E. BORT, Esquire, 101 Lindenwood Drive, Suite 225-G, Malvern, PA 19355, Executor. PETER E. BORT, Esquire, Bort Law, 101 Lindenwood Drive, Suite 225-G, Malvern, PA 19355, atty.

KIEFER, Robert J., late of East Goshen Township. Christian J. Kiefer, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Administrator. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

KOONS, Gail Mullarkey, a/k/a Gail Koons and Gail M. Koons, late of Penn Township. John P. Koons, care of NATHAN EGNER, Esquire, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, Executor. NATHAN EGNER, Esquire, Law Offices of Davidson & Egner, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, atty.

KREUZBERGER, Eugene F., late of Penn Township. Alicia A. Pepper & Thomas E. Kreuzberger, care of LISA COMBER HALL, Esquire, 27 S. Darlington St., West Chester, PA 19382, Executors. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S. Darlington St., West Chester, PA 19382, atty.

LINCOLN, Jeanne K., late of East Coventry Township. Denny Lincoln, 1885 Newland Court, Lakewood, CO 80214, Executor. DAVID G. GARNER, Esquire, Law Office of David G. Garner, 635 E. High Street, Suite 2, Pottstown, PA 19464, atty.

MAKOUS, Norman, late of West Brandywine Township. Bruce Makous, care of PHILIP G. CURTIN, Esquire, 1231 Lancaster Ave., Berwyn, PA 19312-1244, Executor. PHILIP G. CURTIN, Esquire, Phillips, Curtin & DiGiacomo, 1231 Lancaster Ave., Berwyn, PA 19312-1244, atty.

PATTON, Vivian C., Vivian Patton, late of Chester Springs. Gregory DuPlessis, CPA, 1130 Braefield Rd, Chester Springs, PA 19425, Executor.

REID, Jennie Irene, a/k/a Jennie Bennett Reid, Jennie B. Reid, late of East Fallowfield Township.

Mary R. Wilkinson, 382 Chatham Rd., West Grove, PA 19390 & Ruth E. Hammond, 112 Huntington Circle, Coatesville, PA 19320, Executors. WILLIAM T. KEEN, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

REISH, Elizabeth M., late of South Coventry Twp. Ralph J. Reish, Jr., 700 Bridle Path Lane, Boyertown, PA 19512, Executor. KENNETH E. PICARDI, Esquire, Yergely.Daylor.Allebach.Scheffey.Picardi, 1129 E. High St., P. O. Box 776, Pottstown, PA 19464, atty.

SAMMARITANO, Genevieve O., a/k/a Genevieve J. Sammaritano, Genevieve Sammaritano, late of Upper Providence Township. Richard M. Sammaritano, 704 Thornberry Dr., Harleysville, PA 19438, Executor. JEFFREY K. LANDIS, Esquire, Landis, Hunsberger, Gingrich & Weik, LLP, 114 East Broad Street, P.O. Box 64769, Souderton, PA 18964, atty.

SCHEIDT, John T., late of East Goshen. Carol Scheidt, care of RICK MORTON, Esquire, 220 W. Gay St., West Chester, PA 19380, Executrix. RICK MORTON, Esquire, Ryan Morton & Imms, 220 W. Gay St., West Chester, PA 19380, atty.

STEPHENSON, William, late of Phoenixville. Gregory Stephenson, 613 Mockingbird Lane, Audubon, PA 19403, Executor. DIANE M. ZABOWSKI, Esquire, Zabowski Law, LLC, 100 Springhouse Drive, Suite 205E, Collegeville, PA 19426, atty.

STEPHENSON, Jean Marie, late of Phoenixville. Gregory Stephenson, 613 Mockingbird Lane, Audubon, PA 19403, Executor. DIANE M. ZABOWSKI, Esquire, Zabowski Law, LLC, 100 Springhouse Drive, Suite 205E, Collegeville, PA 19426, atty.

STRODE, William H., late of West Whiteland Township. Anthony Morris, Esquire, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, Executor. ANTHONY MORRIS, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, atty.

THOMAS, Ricky, a/k/a Richard K. Thomas, late of West Whiteland Township. Anne Mitchell, care of ROBERT C. EWING, Esquire, 116 W. Baltimore Ave., P.O. Box 728, Media, PA 19063, Executor. ROBERT C. EWING, Esquire, 116 W. Baltimore Ave., P.O. Box 728, Media, PA 19063, atty.

TOOLES, Linda Nye, late of Valley Township. Arthur H. Tooles, Jr., 10 Dahlia Rd., Somerset, NJ, 08873 & Dwayne N. Tooles, 328 Dague Farm Dr., Coatesville, PA 19320, Executors. GORDON W. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

3rd Publication

BUECHNER, C. Suzanne, a/k/a Carol Suzanne Buechner, Suzanne Buechner and Carol Buechner, late of Willistown Township. Lauren E. Buechner and Andrew G. Buechner, 218 N. 22ND St., Apt. B., Philadelphia, PA 19103, Executors. **MATTHEW D. GILBERT**, Esquire, Fromhold Jaffe & Adams, P.C., 789 E. Lancaster Ave., St. 220, Villanova, PA 19085, atty.

CALLO, Dorothy M., a/k/a Dorothy Callo, late of East Goshen Township. Donna M. Forcey, care of **LISA A. SHEARMAN**, Esquire, 375 Morris Rd., P.O. Box 1479, Lansdale, PA 19446-0773, Executrix. **LISA A. SHEARMAN**, Esquire, Hamburg, Rubin, Mullin, Maxwell & Lupin, PC, 375 Morris Rd., P.O. Box 1479, Lansdale, PA 19446-0773, atty.

CASSELBERRY, James Richard, late of Phoenixville. Jennifer Epps, 612 W. Seven Stars Road, Phoenixville, PA 19460, Executrix.

CATINA, Joseph A., late of West Chester Borough. Joe L. Catina, care of **W. MARSHALL PEARSON**, Esquire, 311 Exton Commons, Exton, PA 19341-2450, Executor. **W. MARSHALL PEARSON**, Esquire, 311 Exton Commons, Exton, PA 19341-2450, atty.

COPE, Jeanne Evans, a/k/a Catherine Jeanne Evans Cope, late of Kennett Square. Richard Cope, 410 Wise Ave, Baltimore, MD 21222, Executor.

EGGLESTON, Annie Bell, late of Coatesville Borough. Henry H. Eggleston, care of **JEFFREY C. GOSS**, Esquire, 480 New Holland Ave, Suite 6205, Lancaster, PA 17602, Executor. **JEFFREY C. GOSS**, Esquire, Brubaker Connaughton Goss & Lucarelli LLC, 480 New Holland Ave, Suite 6205, Lancaster, PA 17602, atty.

FOEHL, Mary L., late of Honey Brook Township. Kimberlee J. Nelson, care of **NANCY W. PINE**, Esquire, 104 S. Church St., West Chester, PA 19382, Executrix. **NANCY W. PINE**, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

FRIDAY, Carol Rees, a/k/a Carol Friday & Carol A. Friday, late of Phoenixville. Kelly Conway, 221 Lyndell Drive, Phoenixville, PA 19460, Executor. **SUZANNE BENDER**, Esquire, 216 Bridge Street, Phoenixville, PA 19460, atty.

GUERRERA, Michael J., late of East Nottingham Township. Margaret McNair, care of **IRA D. BINDER**, Esquire, 227 Cullen Rd, Oxford, PA 19363, Executor. **IRA D. BINDER**, Esquire, 227 Cullen Rd, Oxford, PA 19363, atty.

JELINEK, Dana L., late of East Goshen Township. David C. Jelinek, care of **CARRIE A. S. KENNEDY**, Esquire, 171 W. Lancaster Ave., Paoli, PA 19301-1775, Executor. **CARRIE A. S. KENNEDY**, Esquire, Connor, Weber & Oberlies, 171 W. Lancaster Ave., Paoli, PA 19301-1775, atty.

KELLY, James F., late of Willistown Township. Matthew Kelly, care of **VINCENT CAROSELLA, JR.**, Esquire, 882 S. Matlack Street, Suite 101, West Chester, PA 19382, Executor. **VINCENT CAROSELLA, JR.**, Esquire, Carosella & Associates, P.C., 882 S. Matlack Street, Suite 101, West Chester, PA 19382, atty.

LEAGITON, Lee Arthur, late of Uwchlan Township. Connie Rose, care of **KRISTEN R. MATTHEWS**, Esquire, 17 W. Miner St., West Chester, PA 19382, Administratrix. **KRISTEN R. MATTHEWS**, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

LETO, Francesco, late of Tredyffrin Township. Francis J. Leto and Bruce G. Leto, care of **RUSSELL J. RESSLER**, Esquire, 30 Valley Stream Parkway, Malvern, PA 19103, Executors. **RUSSELL J. RESSLER**, Esquire, Stradley, Ronon, Stevens & Young, LLP, 30 Valley Stream Parkway, Malvern, PA 19103, atty.

MARTIN, Lorraine L., late of East Pikeland Township. Paul J. Martin, care of **MICHAEL S. CONNOR**, Esquire, 644 Germantown Pike, Ste. 2-C, Lafayette Hill, PA 19444, Executor. **MICHAEL S. CONNOR**, Esquire, The Law Office of Michael S. Connor, 644 Germantown Pike, Ste. 2-C, Lafayette Hill, PA 19444, atty.

McCLOSKEY, Mary D., late of Westtown Township. Christine M. Kinsey, care of **ANTHONY MORRIS**, Esquire, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, Executrix. **ANTHONY MORRIS**, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, atty.

McDONALD, JR., John Joseph, a/k/a John J. McDonald, late of West Whiteland. Marie Nadeau, 129 Church Street, Malvern, PA 19355, Administratrix. **WILLIAM JOSEPH McDEVITT**, Esquire, 57 Colonial Drive, Havertown, PA 19083, atty.

MILLER, Brent L., a/k/a Brent Lavere Miller, late of East Coventry Township. Victoria L. Miller, 230 Brownstone Dr., Pottstown, PA 19465, Executrix. **JOSEPH K. KOURY**, Esquire, O'Donnell, Weiss & Mattei, PC, 41 E. High St., Pottstown, PA 19464, atty.

PANTONE, Veronica H., late of Phoenixville. Theresa Keys, care of ANN C. PEARL, Esquire, 1940 Route 70, Suite 2, Cherry Hill, NJ 08003, Executrix. ANN C. PEARL, Esquire, Law offices of Ann C. Pearl, 1940 Route 70, Suite 2, Cherry Hill, NJ 08003, atty.

RONCA, Beverly F., late of East Goshen Township. John P. Ronca, care of BRUCE W. LAVERTY, Esquire, 701 East Lancaster Avenue, Suite B, Downingtown, PA 19335, Administrator. BRUCE W. LAVERTY, Esquire, Laverty Law Offices, 701 East Lancaster Avenue, Suite B, Downingtown, PA 19335, atty.

WOGRAM, Jeffrey W., late of Uwchlan Township. Rudolph M. Wogram, care of NANCY W. PINE, Esquire, 104 S. Church St., West Chester, PA 19382, Administrator. NANCY W. PINE, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

mental well-being of all animals.

NONPROFIT CORPORATION NOTICE

NOTICE IS HEREBY GIVEN that an application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a charter of a Nonprofit Corporation which was organized under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

The name of the corporation is Totally 1990s to 2004 Happy HR.

Articles of Incorporation were filed on Thursday, February 4, 2021

The purpose or purposes for which it was organized are: Charitable Scholarship

James L. Broughal, Esquire, Solicitor
Broughal & DeVito, L.L.P.

38 West Market Street
Bethlehem, PA 18018

CORPORATION NOTICE

LIMITED LIABILITY COMPANY

NOTICE IS HEREBY GIVEN that on Friday, March 20, 2020 a Certificate of Organization was filed in the Pennsylvania Department of State for Salt and Sage, LLC, in accordance with the provisions of the Limited Liability Act of 1994.

Hillary R. Sheridan, Esquire, Solicitor
Sheridan Lawyers

116 S. Broad Street, Ste A
Kennett Square, PA 19348

NONPROFIT CORPORATION NOTICE

NOTICE IS HEREBY GIVEN THAT, on December 21, 2020, Articles of Incorporation were filed with the Department of State for Cupola Academy, a nonprofit corporation organized under the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania, exclusively for charitable purposes. FOX ROTHSCHILD LLP, Solicitors 747, Constitution Drive, Ste. 100 P.O. Box 673 Exton, PA 19341-0673

1st Publication of 3

TRUST NOTICE

ROBIRDIE L. SHARP LIVING TRUST dated 1/23/2020

ROBIRDIE L. SHARP a/k/a ROBIRDIE LEOTI SHARP, Deceased

Late of Honey Brook Township, 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 JAMES H.W. SHARP, SR. and MARY E. ENGEL, TRUSTEES, 608 Furlong Ave., Havertown, PA 19083,

Or to their Attorney:
LINDA M. ANDERSON
ANDERSON ELDER LAW
206 Sate Rd.
Media, PA 19063

NONPROFIT CORPORATION NOTICE

NOTICE IS HEREBY GIVEN that an application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a charter of a Nonprofit Corporation which was organized under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

The name of the corporation is Silver Linings Sanctuary.

Articles of Incorporation were filed on Saturday, January 30, 2021

The purpose or purposes for which it was organized are: The purpose for which it has been organized is to give sanctuary to neglected, unwanted and disadvantaged animals, providing them with individualized care. We aim to encourage a more informed and compassionate way to support the physical and

Richard A. Bartosh vs. Chaluy Bartosh
In the Court of Common Pleas of Chester County,
PA

Address: 1925 Lovering Ave, Wilmington, DE
19806

2020 – 09318-DI
IN DIVORCE
NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
15 West Gay Street
West Chester, PA 19380
(610) 429-1500

3rd Publication of 3

TRUST NOTICE

Notice is hereby given that the settlor of the Revocable Trust set forth below has died, and no Personal Representative has been appointed for said Decedent’s Estate. All persons having claims or demands against said Decedent are requested to make known the same and all persons indebted to said Decedent are requested to make payment without delay to the Trustee or the Trustee’s attorney as named below:
Trust of: Sheila M. Weir, Deceased
Late of: West Chester Township
Trustee Name: Dr. David S. Weir
Address: 141 Indian Hannah Road, West Chester, PA 19382
Attorney: Peter S. Gordon, Esq.
Firm: Gordon, Fournaris & Mammarella, P.A.

NOTICE OF FILING AN APPLICATION

Notice is hereby given that on March 12, 2021, PB Bankshares, Inc., with its principal place of business located at 185 E. Lincoln Highway, Coatesville, Chester County, Pennsylvania 19320, filed with the Pennsylvania Department of Banking and Securities, pursuant to the provisions of Section 115 of the Banking Code of 1965, as amended, an application for approval to acquire 100% of Prosper Bank of Coatesville, Chester County, Pennsylvania.

All interested persons may file comments regarding this application, in writing, with the Pennsylvania Department of Banking and Securities, Bureau of Bank Supervision, 17 North Second Street, Suite 1300, Harrisburg, PA 17101-2290.

In order to be considered, comments regarding this application must be received by the Department of Banking and Securities no later than thirty (30) days after the date that notice of the filing of this application is published in the *Pennsylvania Bulletin*. Publication in the *Pennsylvania Bulletin* may or may not appear contemporaneously with this notice. Please check the *Pennsylvania Bulletin* Web site at www.pabulletin.com to determine the due date for filing comments.

NOTICE OF FILING AN APPLICATION

Notice is hereby given that on March 12, 2021, Prosper Bank, with its principal place of business located at 185 E. Lincoln Highway, Coatesville, Pennsylvania 19320 in Chester County, filed with the Pennsylvania Department of Banking and Securities, pursuant to the provisions of Section 1609 of the Banking Code of 1965, as amended, an application for approval to convert from a mutual savings bank to a stock savings bank.

The corporate title of the resulting institution will be Prosper Bank.

All interested persons may file comments regarding this application, in writing, with the Pennsylvania Department of Banking and Securities, Corporate Applications Division, 17 North Second Street, Suite 1300, Harrisburg, PA 17101-2290.

In order to be considered, comments regarding this

application must be received by the Department of Banking and Securities no later than thirty (30) days after the date that notice of the filing of this application is published in the *Pennsylvania Bulletin*. Publication in the *Pennsylvania Bulletin* may or may not appear contemporaneously with this notice. Please check the *Pennsylvania Bulletin* Web site at www.pabulletin.com to determine the due date for filing comments.

2nd Publication of 3

WRIT OF SCIRE FACIAS SUR MUNICIPAL CLAIM NOTICE

NOTICE IS HEREBY GIVEN that a Writ of Scire Facias Sur Municipal Claim was filed on February 23, 2021 against real property located at 200 Ashmun Avenue, Lincoln University, Pennsylvania 19352, Tax Parcel No. 56-9D-1-E (the "Property"), owned by AMEZ Church and in the amount of \$11,685.37. Notice is further given that the owner of the Property shall file an Affidavit of Defense with the Office of the Prothonotary of the Court of Common Pleas of Chester County within fifteen (15) days of this Notice. If an Affidavit of Defense is not filed, judgment may be entered against the Property and you may lose money or property or other rights important to you. Additional fees and costs incurred in the collection of this matter and additional interest will continue to accrue against the Property. You should take this Notice to your lawyer at once. If you do not have a lawyer or cannot afford a lawyer, contact the following office for assistance: Lawyer Referral Service, Chester County Bar Association: 15 West Gay Street, West Chester, PA 19382 (610) 429-1500.

NOTICE

West Bradford Township vs. Michael Lombertino & Margaret Lombertino - No. 2017-01211-LN - Court of Common Pleas of Chester County, PA. Notice is given that the above were named as Defendants in a civil action by Plaintiff to recover 2015-2018 trash and hydrant fees for property located at 1603 Barbara Drive, West Bradford, PA, Tax Parcel #50-5A-343. A Writ of Scire Facias for \$2,131.12 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with

the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose money, property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. Lawyer Referral and Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

NOTICE

West Brandywine Township vs. David Vanhorn - No. 2018-06966-LN - Court of Common Pleas of Chester County, PA. Notice is given that the above was named as Defendant in a civil action by Plaintiff to recover 2015-2017 trash fees for property located at 335 Hibernia Road, West Brandywine, PA, Tax Parcel #29-7-6.1. A Writ of Scire Facias for \$1,599.79 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose money, property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. Lawyer Referral and Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

NOTICE

Great Valley School District vs. Diane M. Washington, Mala L. Washington & Lance Gooden Washington - No. 2017-09989-LN - Court of Common Pleas of Chester County, PA. Notice is given that the above were named as Defendants in a civil action by Plaintiff to recover 2016 real estate taxes for property located at 154 Conestoga Road, E. Whiteland Twp., PA, Tax Parcel #42-4-38. A Writ of Scire Facias for \$4,199.90 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose money, property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.** Lawyer Referral and Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

NOTICE

Borough of West Chester vs. Chris G. Schultz, Trustee of the Erna Schultz Trust under Agreement of Trust Dated 12/21/92 - No. 2019-12761-LN - Court of Common Pleas of Chester County, PA. Notice is given that the above was named as Defendant in a civil action by Plaintiff to recover 2018 real estate taxes for property located at 531 S. Walnut Street, West Chester, PA, Tax Parcel #1-9-1190. An Amended Writ of Scire Facias/A Writ of Scire Facias for \$1,542.82 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose

money, property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.** Lawyer Referral and Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

PUBLIC NOTICE TO**ASHLEY HAAVA ERKAN AND STEVEN SHARP****In Re: Adoption of Kay-Lani Michele Sharp, A Minor**

A petition has been filed asking the Court to put an end to all rights you have as a parent to your child, Kay-Lani Michele Sharp. A Termination of Parental Rights Hearing has been scheduled for April 20, 2021, at 9:00 a.m., in Court Room No. 6006, of the York County Judicial Center, 45 North George Street, York, Pennsylvania, to terminate your parental rights to Kay-Lani Michele Sharp (DOB: March 4, 2019), whose Father is Steven Sharp and whose Mother is Ashley Haava Erkan. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the Court without your being present. You have a right to be represented at the hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

ATTORNEY CONNECTION/YCBA MODEST MEANS**137 East Market Street****York, Pennsylvania 17401****717-854-8755****<http://www.yorkbar.com/?page=YCBAFindEsg>**

If you cannot afford an attorney, an attorney may be appointed by the court at no cost to you if you qualify. Contact the following office for instructions and forms to complete and file.

**Clerk of the Orphans' Court
York County Judicial Center
45 North George Street
York, Pennsylvania 17401
717-771-9288**

<http://yorkcountypa.gov/component/jdownloads/send/100-adopt-forms/824-packet-for-court-appointed-counsel-and-financial-affidavit.html>

Martin Miller, Esquire
Solicitor for York County Offices of
Children, Youth & Families

A prospective adoptive parent of a child may enter into an agreement with a birth relative of the child to permit continuing contact or communication between the child and the birth relative or between the adoptive parent and the birth relative. An agency or anyone representing the parties in an adoption shall provide notification to a prospective adoptive parent, a birth parent and a child who can be reasonably expected to understand that a prospective adoptive parent and a birth relative of a child have the option to enter into a voluntary agreement for the continuing contact or communication. See 23 Pa.C.S.A Section 2731, et seq.
