



Chester County Law Reporter

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Agostinelli vs. Holiday Inn Express Great Valley/Exton

Emergency petitions – Hotel – Landlord Tenant Act

1. Individuals staying for more than thirty consecutive days at a short-term stay hotel are not tenants pursuant to the Landlord Tenant Act.
2. In interpreting a statute, a Court endeavors to ascertain and effectuate the intention of the General Assembly and because, generally, the best indicator of legislative intent is the plain language of the statute, a Court commences its inquiry by considering the words of the statute. The words and phrases are construed according to their common and approved usage or as appropriate, their peculiar and appropriate or statutorily provided meanings.
3. When the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing its spirit.
4. Words and phrases must be viewed not in isolation, but with reference to the context in which they appear.
5. A hotel or resort is not intended to be governed by the Landlord Tenant Act.
6. The Lodging and Housing Act provides that a hotelkeeper shall have the right to refuse or deny accommodations if a person is unwilling or unable to pay or is disorderly.
7. 48 Pa.C.S. § 1311, a specific statute governing hotels, defines “temporary” as “occupancy or the right to occupancy of a lodging establishment for less than 30 days or on a day-to-day basis if more than 30 days.”
8. 61 Pa. Code 38.3 defines a permanent resident as a person who has occupied or has had the right to occupy a room or rooms in a hotel for 30 consecutive days or more but that section is inapplicable to defining the rights of a hotel or an individual or to convert a hotel into a landlord. Of note, that statute does not state that a person who has occupied over thirty days is a “tenant,” instead using a different term of art (permanent resident) and involves a separate issue from tenancy, specifically taxes. That statute involves only the status of an individual for purposes of determining the collection and payment of a hotel excise tax of 6%.
9. Plaintiffs filed emergency petitions alleging they were tenants, that the Holiday Inn was their landlord, that the Holiday Inn should reinstate them into the apartment, and return their discarded property. Plaintiffs alleged a landlord-tenant complaint was filed against them and, since they had stayed over thirty days, a month-to-month tenancy existed, rendering the lockout illegal. After being told by the police that the matter was civil in nature, the hotel’s general manger filed a landlord-tenant complaint. He thereafter spoke with counsel, withdrew that complaint, and locked out the petitioners. This court found the filing of the landlord-tenant complaint was not an admission of a landlord/tenant relationship of the parties and was not binding on this court. This Court denied the emergency petitions but directed the hotel to return any items of Plaintiffs’ personal property in its possession.

C.C.P. Chester County, Pennsylvania Civil Action No. 2024-01687-IR; Ken Agostinelli vs. Holiday Inn Express Great Valley/Exton; Sam Bal; Rich Gandhi; and GHM Properties; consolidated with No. 2024-01741-IR listing the same parties; and No. 2024-01855-IR, listing the Plaintiff as Kenneth Agostinelli vs. Holiday Inn Express Great Valley/Exton; Sam Bal; Rich Gandhi; and No. 2024-01865-IR, Lisa Agostinelli vs. Holiday Inn Express Great Valley/Exton; Sam Bal; Rich Gandhi

David M. Shafkowitz for Defendants
Plaintiffs, *pro se*

Binder, J., March 19, 2024:-

[72 Ches. Co. Rep. **Agostinelli vs. Holiday Inn Express Great Valley/Exton**

<p>KEN AGOSTINELLI, Plaintiff</p> <p align="center">vs.</p> <p>HOLIDAY INN EXPRESS GREAT VALLEY/EXTON; SAM BAL; RICH GANDHI; and GHM PROPERTIES, Defendants</p>	<p>IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA</p> <p>NO. 2024-01687-IR</p> <p>CIVIL ACTION – LAW</p>
<p>KEN AGOSTINELLI, Plaintiff</p> <p align="center">vs.</p> <p>HOLIDAY INN EXPRESS GREAT VALLEY/EXTON; SAM BAL; RICH GANDHI; and GHM PROPERTIES, Defendants</p>	<p>IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA</p> <p>NO. 2024-01741-IR</p> <p>(Consolidated with 2024-01687-IR)</p>
<p>KENNETH AGOSTINELLI, Plaintiff</p> <p align="center">vs.</p> <p>HOLIDAY INN EXPRESS GREAT VALLEY EXTON; SAM BAL; RICH GANDHI; and GHM PROPERTIES, Defendants</p>	<p>IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA</p> <p>NO. 2024-01855-IR</p> <p>(Consolidated with 2024-01687-IR)</p>
<p>LISA AGOSTINELLI, Plaintiff</p> <p align="center">vs.</p> <p>HOLIDAY INN EXPRESS GREAT VALLEY EXTON; SAM BAL; RICH GANDHI; and GHM PROPERTIES, Defendants</p>	<p>IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA</p> <p>NO. 2024-01865-IR</p> <p>(Consolidated with 2024-01687-IR)</p>

ORDER and MEMORANDUM

AND NOW, this 19th day of March, 2024, upon consideration of the Emergency Petition¹ filed by Lisa Agostinelli on March 7, 2024, and the Emergency

¹ The full title is Emergency Petition by Tenant to Request Court to Compel Landlord to Reinstate Tenant After Illegal Self-Help Lockout and Taking All of Tenant’s Belongings Without Permission and Throwing Everything in the Dumpster.

Petition² filed by Kenneth Agostinelli on March 10, 2024, after an evidential hearing on March 11, 2024 and for the reasons set forth in the accompanying Memorandum it is hereby **ORDERED** that the Emergency Petitions are **DENIED**.

IT IS FURTHER ORDERED that Holiday Inn Express Great Valley Exton shall return to Petitioners any items of their personal property in its possession within three (3) days of the entry of this Order.

IT IS FURTHER ORDERED that Sam Bal, Rich Gandhi, and GHM Properties are **DISMISSED** from this case without prejudice.³

BY THE COURT:

/s/ **BRET M. BINDER, J.**

² The full title is Emergency Petition by Tenant to Request Court to Compel Landlord to Reinstate Tenant in Apartment After Illegal Lockout and Disposal of Tenant's Property without Permission in Dumpster.

³ Exhibit P-1, the landlord tenant complaint, listed Sam Bal as Landlord but under name and address listed Holiday Inn Express with its address. This court credits the testimony of Sam Bal that he is not an owner of Holiday Inn Express and is instead an employee/agent (specifically, the general manager). As such, Mr. Bal is not an appropriate party for the emergency relief requested. Similarly, no facts have been alleged against Rich Gandhi as a named defendant in an individual capacity nor against GHM Properties.

MEMORANDUM

For the reasons set forth below, this court finds that individuals staying for more than thirty (30) consecutive days at a short-term stay hotel are not tenants pursuant to the Landlord Tenant Act. Accordingly, the Emergency Petitions to restore access and/or occupancy of the hotel room at issue will be denied. To the extent Holiday Inn Express Great Valley Exton (HIE) has in its possession any personal property of Petitioners, this court will order that such personal property shall be returned to Petitioners within three (3) days.⁴

I. BACKGROUND

On March 7, 2024, Lisa Agostinelli filed an Emergency Petition to docket number 2024-01687-IR. Lisa Agostinelli alleged that she checked into HIE on January 15, 2024, that HIE served her with two (2) 10-day Notices to Quit on February 22, 2024 and filed a Landlord-Tenant Complaint against her in Magisterial District, and that HIE locked her out of her room on February 27, 2024 and placed her personal property in a dumpster. Emergency Petition, 3/7/2024, pp. 1-3. Lisa Agostinelli alleged that HIE did not want her to stay more than 28 or 29 days because then she would be “tax exempt” and a tenant with a “month-to-month tenancy.” Emergency Petition, 3/7/2024, pp. 1-2. Lisa Agostinelli alleged that she stayed more than thirty (30) days, that she now has a month-to-month tenancy, and that the lockout was illegal. Emergency Petition, 3/7/2024, p. 3. For relief, Lisa Agostinelli asked this court for an order “to give to the landlord that shows him I/we are allowed back inside immediately otherwise he is in violation.” Emergency Petition, 3/7/2024, p. 4. On March 10, 2024, Ken Agostinelli filed to docket number 2024-01687-IR an Emergency Petition on his own behalf that was essentially the same. *See* Petition, 3/10/2024, pp. 1-2.

II. ANALYSIS

Although the parties spent time discussing the facts surrounding Petitioners’ stay with HIE alleging unpleasantness with its workers and Petitioners alleging retaliatory action by HIE and an attempt to avoid the present scenario, the question before the court is relatively simple. Does the Landlord-Tenant Act of 1951, 68 P.S. § 2250.101 et seq. (the “Act”) apply to individuals who have stayed in a short-term hotel such as the Holiday Inn Express at issue for more than thirty (30) days.

The court must start with the plain language of the Act.

⁴ Petitioners testified that all personal property was not returned. Mr. Bal testified that all personal property had been set aside and returned to Petitioners and that HIE offered Petitioners the opportunity to search the dumpster for any items they believed were thrown out that belonged to them. This court is not ruling on any non-emergency claims by Petitioners including possible claims for conversion or violations of any other duties of a hotel or innkeeper. Rather, this court only rules on the immediate emergency issue of access to the hotel room and directs the return of any property still in the possession of HIE.

In interpreting a statute, this Court endeavors to “ascertain and effectuate the intention of the General Assembly.” 1 Pa.C.S. § 1921(a). Because, “generally, the best indicator of legislative intent is the **plain language** of the statute,” we **begin** our inquiry by considering the words of the statute. Com., Ofc. of the Gov. v. Donahue, 98 A.3d 1223, 1237 (Pa. 2014); 1 Pa.C.S. § 1921(b) (“When the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing its spirit”). In doing so, we construe words and phrases according to their “common and approved” usage or, as appropriate, their “‘peculiar and appropriate’ or statutorily provided meanings.” Freedom Medical Supply, 131 A.3d at 983 (citing 1 Pa.C.S. § 1903). Finally, we bear in mind that words and phrases must be viewed “not ... in isolation, but ... with reference to the context in which they appear.” Meyer v. Comm. Coll. of Beaver Cnty., 93 A.3d 806, 813 (Pa. 2014).

Scungio Borst & Associates v. 410 Shurs Lane Developers, LLC, 146 A.3d 232, 238 (Pa. 2016) (citations modified). The Act, surprisingly, does not define tenant or landlord. 68 P.S. § 250.102 (definitions).

Precedent was similarly of little help in defining the terms either. In Greenwald Caterers Inc. v. Lancaster Host, LLC, 599 F.Supp.3d 235 (E.D.Pa. 2022), the Eastern District interpreted Pennsylvania’s Landlord Tenant Act. The federal court stated, “[I]t does not appear from the language of the Act that it applies to hotels or resorts. Greenwald has also not cited to any provision in the LTA which would support this court concluding that it applies to hotels or resorts or a case holding as such.” Id. at 258-59. Although a non-binding federal opinion, it is persuasive that at least one court has read the Act to state that a hotel or resort is not intended to be governed by it.

In Borough of Pitcairn v. Zoning Hearing Board of Borough of Pitcairn, 2024 WL 220374, the Commonwealth Court analyzed whether a property was a hotel and subject to certain zoning policies. Although discussing a local ordinance, it is of note that the Commonwealth Court distinguished that a hotel is different from a dwelling house. “[T]he Property is not a hotel. It does not offer lodging to the public; there is not a manager on duty in the inside lobby 24 hours a day; and the Property lacks the usual services that characterize a hotel[.]” Id. at *6. Here, the property at issue is unquestioningly a hotel and this court notes that the Commonwealth Court has commented on the distinction with approval in other settings.

Tellingly, there is a separate act governed under a different title that specifically applies to hotels. The Lodging and Housing Act has a chapter devoted to Hotels. See 48 Pa.C.S. § 1301 et seq. Therein, a “Hotelkeeper” is defined as an “entity providing lodging, accommodations, facilities or privileges or services at the following: (1) a hotel . . . ; or (4) a place recognized as a hostelry, except for portions of a facility which are devoted to persons who have established permanent residence.” 48 Pa.C.S. § 1301. Further, the Lodging and Housing Act provides that a hotelkeeper “shall

have the right to refuse or deny accommodations” if a person is unwilling or unable to pay or is disorderly. 48 Pa.C.S. § 1311(a)(1),(2). Finally, that act provides that “[a] hotelkeeper . . . may immediately eject a person from the lodging establishment premises for violating this chapter if a copy of the chapter is posted in a conspicuous place and manner in the lodging establishment[.]” Lastly, a specific statute governing hotels defines “Temporary” as “Occupancy or the right to occupancy of a lodging establishment for less than 30 days or on a day-to-day basis if more than 30 days.” 48 Pa.C.S. § 1311.

Presently, Petitioners testified that they rented the room for different periods of day-to-day, a week, or up to ten days. At no point did they testify or establish that they entered into an agreement for more than thirty (30) days. No traditional lease was provided.⁵ Nor did they testify that they had a right or a term beyond day-to-day based on payment. Rather, their argument is that by aggregating short-term hotel stays, then on the thirtieth day a hotel must turn to the Landlord Tenant Act resulting in an inability for a hotel to remove a non-paying guest for the pendency of that action (realistically at least two months in order to serve a notice to quit, file a landlord tenant complaint in magisterial district court, have a trial on that complaint, if the hotel prevails file a writ and alias writ, and schedule a lockout).⁶ Perhaps that is a good policy decision; however, as discussed below, the legislature has failed to expressly provide that a hotel guest becomes a tenant for purposes of the Landlord Tenant Act at thirty (30) days of occupancy despite using a thirty (30) days mark for purposes of taxation.

For support of their position, Petitioners point to a statute governing a hotel occupancy tax. Specifically, 61 Pa. Code 38.3 defines a hotel as “a building in which the public may, for a consideration, obtain sleeping accommodations . . . available to the public for periods of time less than 30 days.” Section 38.3 further notes that a hotel may have other rooms as available only for periods of 30 days or more). Pursuant to this standard, HIE is clearly a hotel. Petitioners argue that they are a tenant because this statute defines a “Permanent Resident” as “[a] person who has occupied or has had the right to occupy a room or rooms in a hotel for 30 consecutive days or more.” Id. This court finds that this section is inapplicable to defining the rights of a hotel or an individual or to convert a hotel into a landlord. Of note, the statute does not state that a person who has occupied over thirty (30) days is a “tenant,” instead using a different term of art (permanent resident) involving a separate issue from tenancy – specifically

⁵ Although pre-dating the Landlord Tenant Act, the Superior Court in Davis v. Hartel, 56 Pa.Super. 557 (1914), noted that the terminology of an agreement does not need to contain particular words or phrases to be a lease; however, further noting that the document then at issue “specifies a term, with a specific beginning and ending. It reserves a definite rent. It provides for renewal, and in this connection the document is called a lease.” Id. at 559. Here, none of those hallmarks are present including automatic renewal without thirty days’ notice, kitchen, delineation of responsibility for utilities, and the like.

⁶ Petitioners also argue that Mr. Bal filed a landlord-tenant complaint thereby conceding the relationship. Testimony established that Mr. Bal had called the police to eject Petitioners who advised it was a civil matter. Relying upon that Mr. Bal initially filed the landlord-tenant complaint before speaking with counsel and withdrawing that complaint and locking out the petitioners. This court does not find the filing of the landlord-tenant complaint to be an admission of the relationship of the parties nor it is binding on this court.

taxes. This statute involves only the status of an individual for purposes of determining the collection and payment of a hotel excise tax of 6% (see 61 Pa. Code § 38.1) for hotels.

Given the legislature's apparent knowledge of and willingness to codify a transition of an occupant of a hotel room to a resident for purposes of taxation, the failure to provide something similar in either the Landlord Tenant Act or the Lodging and Housing Act weighs heavily in favor of finding that thirty (30) days is not meant as an abrupt demarcation from occupant to tenant for purposes of notice and eviction. In addition, the lack of any traditional dwelling house amenities, such as a full kitchen or written agreement for more than thirty days along with the hallmarks of a temporary hotel leads this court to the conclusion that the relationship is not that of landlord and tenant to be governed by the Landlord Tenant Act.

III. CONCLUSION

Accordingly, for the reasons set forth above this court will enter an order denying the Emergency Petition filed by Lisa Agostinelli on March 7, 2024 and denying the Emergency Petition filed by Kenneth Agostinelli on March 10, 2024 and directing HIE to return any items of Petitioners' personal property in its possession.

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DISSOLUTION NOTICE

Notice is hereby given to all creditors and claimants of RPK Pharma Inc., a Pennsylvania (PA) corporation, which on 9/17/2021, was incorporated in the Commonwealth of PA, that said company intends to file Articles of Dissolution with the Dept. of State under the provisions of PA Business Corporation Law. The address of this corporation's current reg'd office in this Commonwealth is 719 Bradford Terrace, West Chester, PA 19382.

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

BALLIET, Gloria E., late of East Goshen Township. Calvin C. Balliet, care of MARILYN SEIDE MITCHELL, Esquire, 200 Eagle Rd., Ste. 106, Wayne, PA 19087, Executor. MARILYN SEIDE MITCHELL, Esquire, Herr, Potts & Potts, LLC, 200 Eagle Rd., Ste. 106, Wayne, PA 19087, atty.

BIGELOW, Kenneth Robert, late of East Whiteland Township. Katherine Nancy Bigelow, 2121 Commonwealth Ave., Apt. 2, Auburndale, MA 02466, Executrix.

BYRD, Leona, late of Downingtown. Janet L. McCaffery, 415 Chesterfield Drive Downingtown, PA

19335, care of MICHAELANGELO L. DIPPOLITO, Esquire, 712 Kimberton Road, Chester Springs, PA 19425, Executrix. MICHAELANGELO L. DIPPOLITO, Esquire, ThePeoplesLawFirm.com, 712 Kimberton Road, Chester Springs, PA 19425, atty.

CONNER, Merrill Ernest, late of Exton, West Whiteland Township. Nancy J. Toth, 115 Township Line Road, Exton, PA, 19341, care of RANDY MOYER, Esquire, 126 East King Street, Lancaster, PA, 17602, Executrix. RANDY MOYER, Esquire, Barley Snyder, 126 East King Street, Lancaster, PA, 17602, atty.

DYER, Daniel Richard, late of Schuylkill Township. Janet Lyons, 219 Ryans Run, Boothwyn, PA 19060, care of WILLIAM B. COOPER, III, Esquire, 747 Constitution Dr., P.O. Box 673, Exton, PA 19341-0673, Executrix. WILLIAM B. COOPER, III, Esquire, Fox Rothschild LLP, 747 Constitution Dr., P.O. Box 673, Exton, PA 19341-0673, atty.

FEUSTEL, Gail D., late of Willistown Township. Alison D. Sweeney, 550 Sunset Hollow Rd., West Chester, PA 19380, care of STACEY W. McCONNELL, Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, Executrix. STACEY W. McCONNELL, Esquire, Lamb McErlane, PC, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, atty.

ESTATE OF GEORGE R. FISCHER, late of East Goshen Township, Chester County, Pennsylvania, deceased. Letters Testamentary of the Estate of the above named, George R. Fischer, deceased, having been granted to the undersigned on June 26th, 2024, all persons having claims or demands against the Estate of the said decedent are requested to make known the same, and all persons indebted to the said decedent to make payment without delay to the undersigned Executor or Counsel:

Gregory L. Fischer, Executor
14 Charlie Hill Road
Redding, CT 06896
FRANK W. HAYES, Esquire
Hayes & Romero
31 South High Street
West Chester, PA 19382

GILLIS, Avril M., late of East Goshen Township. Mark A. Gillis, care of DUKE K. SCHNEIDER, Esquire, 17 W. Miner St., P.O. Box 660, West Chester, PA 19381-0660, Executor. DUKE K. SCHNEIDER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., P.O. Box 660, West Chester, PA 19381-0660, atty.

GINN, David George, late of Landenberg. Irene Heller, care of JENNIFER H. WALKER, Esquire, 31 S. High St, Ste. 200 West Chester, PA 19382, Administratrix. JENNIFER H. WALKER, Esquire, Peak Legal Group, Ltd., 31 S. High St, Ste. 200 West Chester, PA 19382, atty.

HARRIS, Barry Gene, late of East Goshen Township. Richard J Harris, 420 Husted Station Road, Pittsgrove, NJ 08318, Administrator.

HINTON, Judith T., a/k/a Judith Theresa Hinton and Judith Hinton, late of West Whiteland. Bartholomew D. McKinnon, 1408 Hunter Lane West Whiteland, PA 19380, care of STEFANIE M. STACK, Esquire, Foster Plaza 7, Suite 315 661 Andersen Drive Pittsburgh, PA 15220, Administrator. STEFANIE M. STACK, Esquire, Fiffik Law Group, P.C., Foster Plaza 7, Suite 315 661 Andersen Drive Pittsburgh, PA 15220, atty.

MORRIS, Angela Loud, a/k/a Angela K. Loud-Morris, late of West Goshen Township. Alexander C.H. Loud, III, 18 ½ Tremont St., Cambridge, MA 02139, care of MARITA M. HUTCHINSON, Esquire, 1250 Fieldstone Dr., West Chester, PA 19382, Executor. MARITA M. HUTCHINSON, Esquire, 1250 Fieldstone Dr., West Chester, PA 19382, atty.

MORRIS, Neven Eugene, late of West Goshen Township. Patricia Lynn Morris, 1216 Caln Meeting House Rd., Coatesville, PA 19320, care of MARITA M. HUTCHINSON, Esquire, 1250 Fieldstone Dr., West Chester, PA 19382, Executrix. MARITA M. HUTCHINSON, Esquire, 1250 Fieldstone Dr., West Chester, PA 19382, atty.

NOON, Hubert N., late of Mont Clare, Upper Providence Township. Donna M. Noon, 120 Amelia Street, Mont Clare, PA 19453-5027, care of JOHN J COLL JR, Esquire, 28 Richard Lee Lane, Phoenixville, PA 19460, Executrix. JOHN J COLL JR, Esquire, 28 Richard Lee Lane, Phoenixville, PA 19460, atty.

RIZZO, Cosimo Nicola, a/k/a Cosino Rizzo and Cosmo Rizzo, late of East Brandywine Township. Jennifer Gallagher, 109 Briarwood Drive, Downingtown, PA 19335, care of JUDY ZIEGLER GALGON, Esquire, 327 Riverview Road, Swarthmore, PA 19081, Administratrix. JUDY ZIEGLER GALGON, Esquire, 327 Riverview Road, Swarthmore, PA 19081, atty.

ROSS, Stephen Torey, a/k/a Stephen T. Ross, late of Tredyffrin Township. John Ross, 1916 SE 11th Terrace, Cape Coral, FL 33990 and Karen Lenker, 113 Crestside Way, Malvern, PA 19355, care of WAYNE C. BUCKWALTER, Esquire, 24 E. Market

St., P.O. Box 565, West Chester, PA 19381-0565, Executors. WAYNE C. BUCKWALTER, Esquire, Lamb McLarlane, PC, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, atty.

STOVER, Patricia S., late of Valley Township. Alana Blower, care of JOSEPH A. BELLINGHIERI, Esquire, 17 W. Miner St., West Chester, PA 19381-0660, Executrix. JOSEPH A. BELLINGHIERI, Esquire, MacElree Harvey, LTD, 17 W. Miner St., West Chester, PA 19381-0660, atty.

TOPOLSKI, Karen Lee, a/k/a Karen Topolski, late of Oxford. Michael Topolski, PO Box 6, Lincoln University, PA, 19352, Executor.

WAGNER, Kimberley L., late of Township of East Caln. James D. Wagner, 77 Gunning Lane, Downingtown, PA 19335, care of ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, Executor. ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, atty. 610-384-1151.

2nd Publication

BEUTLER, Randolph Scott, late of East Pikeland Township. Sara Christine Beutler, care of NATHAN EGNER, Esquire, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, Administratrix. NATHAN EGNER, Esquire, Davidson & Egner, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, atty.

CATANESE, Naomi R., late of Oxford Borough. Ellen C. Hughes, care of WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, Oxford, PA 19363, Executrix. WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, Oxford, PA 19363, atty.

DUDASIK, Irene, a/k/a Irene E. Dudasik, late of East Goshen Township. Frank Clutterbuck, care of CHRISTOPHER M. BROWN, Esquire, 1240 West Chester Pike, Ste. 210, West Chester, PA 19382, Administrator. CHRISTOPHER M. BROWN, Esquire, Law Offices of Christopher M. Brown, PLLC, 1240 West Chester Pike, Ste. 210, West Chester, PA 19382, atty.

FICKLER, David, late of East Pikeland Township. Judith Fickler, care of DAVID M. FREES, III, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executor. DAVID M. FREES, III, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

HERION, JR., Robert W., late of West Brandywine Township. Kathryn A. Tozier, 216 Shawnee St., Winston Salem, NC 27127, care of STACEY WIL-LITS McCONNELL, Esquire, 24 E. Market St., P.O.

Box 565, West Chester, PA 19381-0565, Executrix. STACEY WILLITS McCONNELL, Esquire, Lamb McErlane, PC, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, atty.

HOENIG, Eugen K., late of West Chester. Richard E. Hoenig, 235 Cheshire Cir, West Chester, PA 19380, and Harold K. Hoenig, 2741 Hillview Rd, Broomall, PA 19008, care of KRISTINE F. HUGHEY, Esquire, 22 W Second St, Media PA 19063, Executors. KRISTINE F. HUGHEY, Esquire, Speare and Hughey, 22 W Second St, Media, PA 19063, atty.

HOPPER, Phyllis Marie, a/k/a Phyllis M Hopper, late of Landenberg. Jeff Hopper, 100 Jay Street, APT 19F, Brooklyn, NY 11201, Administrator.

LAMB, Patricia Ailene, late of Landenberg. Vanessa L. Newell, 208 Reynard Drive, Landenberg, PA 19350, care of KAREN E. EICHMAN, Esquire, 8 Federal Road, Suite 3, West Grove, PA 19390, Executor. KAREN E. EICHMAN, Esquire, Eichman Law, PLLC, 8 Federal Road, Suite 3, West Grove, PA 19390, atty.

MATJE, Robert W., late of Willistown Township. Margaret S. Matje, care of DAVID M. FREES, III, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executor. DAVID M. FREES, III, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

MINNER, Ricky Lee, late of Kennett Square. Kaitlyn Ballesteros, care of MICHAEL R. PERNA, Esquire, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, Executrix. MICHAEL R. PERNA, Esquire, Perna & Abracht, LLC, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, atty.

OGG, Kathy, late of East Goshen Township. Tyler Christian Ogg, 1218 Princeton Lane, West Chester, PA 19380, Administrator.

SENTNER, Ragnhild Irene, late of West Chester. David Sentner, 905 Chickadee Drive, Venice, FL, 34285, Executor.

WAGNER, Caroline Butler, late of East Goshen Township. Neil W. Head, Esquire, 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.

ZALESKI, Helen, a/k/a Helen M. Zaleski, late of Caln Township. Carol Lynne Huvar, 4106 Milltown Trail, Downingtown, PA 19335, Executrix.

3rd Publication

AMOLE, Marie E., a/k/a Marie Elizabeth Amole, late of Elverson, Warwick Township. Sheila Amole, 1 May Ann Hill, Schuylkill Haven, PA 19520, care of LARRY W MILLER JR, Esquire, 25 Stevens Avenue, West Lawn, PA 19609, Executrix. LARRY W MILLER JR, Esquire, Miller Law Group, PLLC, 25 Stevens Avenue, West Lawn, PA 19609, atty.

CESARONE, Marilyn A., late of Westtown Township. Jeffrey Cesarone, care of ANTHONY MORRIS, Esquire, 118 W. Market Street, Suite 300, West Chester, Pennsylvania 19382-2928, Executor. ANTHONY MORRIS, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, Pennsylvania 19382-2928, atty.

CHALUPA, Maria, late of Chesterbrook. Theodore Chalupa, 130 7th Street Apt 11D Pittsburgh, PA 15222, Administrator.

CHITTATHUR, Dorairaj Palaniappan, late of West Chester. Jayapriya Palaniappan, care of JENNIFER WALKER, Esquire, 31 S High St, West Chester, Pa 19382, Administrator. JENNIFER WALKER, Esquire, Peak Legal Group, 31 S High St, West Chester, Pa 19382, atty.

CLEMENTS, Joan D., late of West Chester. Richard A. Clements, 723 S. Penn St, West Chester, Pa. 19382, Administrator.

DAVENPORT, Richard Wayne, late of West Goshen Township. Eric Taylor Davenport, care of W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, Administrator. W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, atty.

FISCHER, JR., C. Stewart, a/k/a Charles Stewart Fischer, Jr., late of West Whiteland Township. Diana L. Baker, care of DUKE K. SCHNEIDER, Esquire, 17 W. Miner St., P.O. Box 660, West Chester, PA 19381-0660, Executrix. DUKE K. SCHNEIDER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., P.O. Box 660, West Chester, PA 19381-0660, atty.

GREEN, Linda Smith, late of Kennett Township. Jeffrey Allen Smith, care of ANTHONY MORRIS, Esquire, 118 W. Market Street, Suite 300, West Chester, Pennsylvania 19382-2928, Executor. ANTHONY MORRIS, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, Pennsylvania 19382-2928, atty.

HARDT, Austin Bennett, late of Tredyffrin Township. Patricia Hardt, 107 Concord Avenue, Exton, PA 19341, Administrator.

JACOBSON, Marjorie, late of Downingtown.

Linda Jacobson, 3212 Grafton Drive, Ormond Beach, FL, 32174, and Mary Jacobson, 408 Chesterfield Drive, Downingtown, PA, 19335, Executors.

MILLER, NancyLee Smith, a/k/a NancyLee S. Miller, late of Tredyffrin Township. Steven T. Miller, care of CAROL R. LIVINGOOD, Esquire, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19087-0191, Executor. CAROL R. LIVINGOOD, Esquire, Timoney Knox, LLP, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19087-0191, atty.

PATTON, John Mateer, late of Coatesville, West Bradford Township. Emily Patton, 1941 W Strasburg Rd, Coatesville PA 19320, Executrix.

PATTON, Kevin M., a/k/a Kevin Michael Patton, late of East Whiteland Township. Diane M. Patton, care of LISA COMBER HALL, Esquire, 27 S Darlington St, West Chester, PA 19382, Executrix. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S Darlington St, West Chester, PA 19382, atty.

ROWLANDS, Ellen M., late of Thornbury Township. William A. George, P.O. Box 85, Wallingford, PA 19086, Executor.

SCHINDLER, Peter D., late of Kennett Township. Susan Shimelman, Claudia Schindler Callahan and L. Peter Temple, 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.

STRATTON, Diana, late of Oxford. Casey Stratton, 137 Meri Leigh Way, Oxford, PA, 19363, Executor.

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 Brandywine Valley Writers Group.

Articles of Incorporation were filed on Friday, July 12, 2024

The purpose or purposes for which it was organized are: To educate and support aspiring and practicing writers in the Brandywine Valley area.

NONPROFIT CORPORATION NOTICE

Seniors On A Mission has been incorporated under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988, as amended.

Rick Stock Law
933 N. Charlotte St.
Suite 3-B
Pottstown, PA 19464

1st Publication of 3

NOTICE

**IN THE COURT OF COMMON PLEAS OF
CHESTER COUNTY, PA**

DOCKET NO. 2024-04872-RC

**PETITION OF THE BOARD OF SCHOOL
DIRECTORS OF KENNETT
CONSOLIDATED SCHOOL DISTRICT FOR
THE SALE OF REAL PROPERTY**

NOTICE OF HEARING

**ON THE PETITION OF THE BOARD OF
SCHOOL DIRECTORS OF KENNETT
CONSOLIDATED SCHOOL DISTRICT FOR
THE SALE OF REAL PROPERTY**

NOTICE IS HEREBY GIVEN that upon the Petition of the Board of School Directors of Kennett Consolidated School District for the Sale of Real Property (“Petition”) and pursuant to Court Order, a hearing on the Petition will be held at 9:00 a.m. on September 3, 2024, in Court Room 2 of the Chester County Justice Center, 201 West Market Street, West Chester, PA 19380. The property to be sold, and the subject of the Petition, consists of approximately 7.52 acres ±, more or less, located on Newark Road in New Garden Township, Chester County, Pennsylvania, consisting of a portion of UPI 60-5-36, identified as “Proposed Lot #2” on a plan entitled “Kennett Middle School Subdivision Plan,” prepared by Gilmore & Associates, Inc., and recorded with the Chester County Recorder of Deeds as Document Number 11881160 on November 1, 2021. For further information, you may contact:

FOX ROTHSCHILD LLP
David H. Comer, Esquire
980 Jolly Road, Suite 110
P.O. Box 3001
Blue Bell, PA 19422-3001
(610) 397-6500
