

UPI NO.: 39-3-21.5

CALN TOWNSHIP

SUSPENSION OF TRASH SERVICE AGREEMENT

THIS SUSPENSION TRASH SERVICE AGREEMENT (the “Agreement”) made and entered into this 29th day of JANUARY 2026, between, ERIC J & LAURIE T SEKSINSKY, with an address of 361 FILMAN RD, DOWNINGTOWN PA 19335 (hereinafter called “Owner”) and the BOARD OF COMMISSIONERS OF CALN TOWNSHIP, (hereinafter called “Township”).

WHEREAS, the Owner owns a tract of land known as 2305 Kings Highway situate in Caln Township, Chester County, Pennsylvania, as acquired by deed dated January 30, 2025, and recorded in Book 11332, page 2387, in the Office of the Recorder of Deeds of Chester County, Pennsylvania, consisting of tax parcel identification number 39-3-21.5 (the “Property”); and

WHEREAS, the Board of Commissioners of Caln Township adopted Ordinance 2013-13 amending Chapter 87 of the Caln Township Code, Titled, “GARBAGE, RUBBISH AND REFUSE” and adopted new Regulations for the Collection, Transportation, and Disposal of Municipal Waste and Recyclable Materials in Caln Township known and may be cited as the “Township of Caln Municipal Waste Collection, Recycling and Source Separation Ordinance”; and

WHEREAS, Article III titled “Municipal Waste Collection and Disposal”, Subsection §87-8 titled “Collection and Disposal of Municipal Waste from Residential Properties” states that all municipal waste generated at residential properties throughout the Township shall be collected by the municipal waste contractor; and

WHEREAS, the Owner sent a copy of the Notice of Assessment Reduction from the County of Chester Board of Assessment Appeals (**Exhibit A**) dated September 29, 2025, which granted a dramatic reduction in the tax assessment due to the uninhabitable conditions of the house located at 2305 E. Kings Highway; and

WHEREAS, the Owner stated in an email to the Township dated October 6, 2025 (**Exhibit B**) that during the appeal hearing the County was fully informed of their intention to stabilize and rehabilitate the dwelling and stated that the adjusted tax assessment reflects the current value of the property as essentially a parcel of land, not an improved property; and

WHEREAS, the Owner is requesting that the Board of Commissioners consider suspending trash service and trash billing to the Property due to the uninhabitable conditions of the house subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein, the parties hereto do agree as follows:

1. The Board of Commissioners agree to suspend the trash service and trash billing to the Property due to the uninhabitable conditions of the house and credit the trash account in the amount of \$274.70 subject to the following terms and conditions.
 - a. Owner agrees not to utilize the trash program by putting items at the curb during their assigned collection day.
 - b. Owner agrees to schedule the return of the trash and recycling carts that were assigned to the Property.
 - c. Owner agrees that once the Property is issued a Use and Occupancy or two (2) years from the date of this agreement whichever comes first that the trash service and billing will be reinstated.
2. Binding Agreement. It is the intention of the parties hereto that the terms and conditions of this Agreement shall be binding in perpetuity upon Owner for so long as Owner is in title to the Property and thereafter upon its successors and assigns in title to the Property and shall be effective as of the Effective Date (defined below). The terms, conditions and restrictions set forth in this Agreement constitute a covenant running with the land as of the Effective Date, and in any deed of conveyance of the Property, or any part thereof, to any person, persons or other legal entity, whatsoever, such terms, conditions and restrictions shall be set forth in such deed or shall be incorporated therein by reference to this Agreement and the record hereof. Failure to enforce any provision of this Agreement shall not be deemed a waiver of Authority's right to enforce any or all provisions hereof. Townships assume no responsibility for enforcement of this agreement.
3. Effective Date For the purposes of this Agreement, Effective Date shall mean the date that this Agreement is approved by the Township. This agreement shall be effective until terminated by mutual agreement of the parties or a use and occupancy has been issued to the Property and the trash and billing has been reinstated as outlined above, whichever comes first.
4. Recording. This Agreement may be recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania upon its complete execution by all parties hereto.

5. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
6. Severability. Should any paragraph, term or provision of this Agreement hereafter be declared to be invalid or unenforceable for any reason, such declaration shall not affect or impair the validity or enforceability of the remainder of this Agreement, it being the intention of the parties hereto that this Agreement would have been made and entered into had not such illegal or invalid provision been incorporated herein.
7. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
8. Amendments. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the then owner of the Property and the Township and then only to the extent set forth in such instrument.
9. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties and all prior and contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.
10. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates indicated below.

ATTEST:

CALN TOWNSHIP

By _____

Name: _____

Title: _____

OWNER

WITNESS

ERIC J SEKSINSKY

LAURIE T SEKSINSKY

STATE OF _____ : SS

COUNTY OF _____ :

On this ____ day of _____, 2026, before me a notary public, duly commissioned in and for said County and Commonwealth, personally appeared **ERIC J SEKSINSKY**, known to me (or satisfactorily proven) to be the person(s) is/are subscribed to the within instrument and acknowledged execution of the same for the purpose therein contained, and desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

(Seal)

Commission Expires

STATE OF _____ : SS

COUNTY OF _____ :

On this ____ day of _____, 2026, before me a notary public, duly commissioned in and for said County and Commonwealth, personally appeared **LAURIE T SEKSINSKY**, known to me (or satisfactorily proven) to be the person(s) is/are subscribed to the within instrument and acknowledged execution of the same for the purpose therein contained, and desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

(Seal)

Commission Expires

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER

On the _____ day of _____, 2026, before me the undersigned, a notary public for the Commonwealth of Pennsylvania residing in the County of Chester, personally appeared _____, who acknowledged himself to be the _____ of the Board of Commissioners of CALN TOWNSHIP, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the Township as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

Notary Public

EXHIBIT A

(Notice of Assessment Reduction from the County of Chester Board of Assessment Appeals)

EXHIBIT B

(Email to the Township dated October 6, 2025)

COUNTY OF CHESTER BOARD OF ASSESSMENT APPEALS

313 W. MARKET STREET, SUITE 4202, P.O. BOX 2748, WEST CHESTER, PA 19380-0991

Phone 610-344-6105
Fax 610-344-5902

Mailing Date: SEPTEMBER 29, 2025

SEKSINSKY ERIC J
SEKSINSKY LAURIE T
361 FILMAN RD
DOWNTOWN PA 19335

NOTICE OF ASSESSMENT REDUCTION

As a result of the testimony presented at the hearing on September 18, 2025 covering the assessment of 115,750 on property located at:

2305 KINGS HWY
CALN
Parcel ID: 39-03 -0021.0500

The Chester County Board of Assessment Appeals has reduced the assessment from 115,750 to 35,020 effective for tax bills issued in 2026.

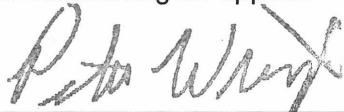
You have thirty (30) days from the above mailing date to appeal this decision to the Chester County Court of Common Pleas. Said appeal must be filed with the Prothonotary of Chester County and a copy must be provided by the appellant to each taxing district within which the property lies, in accordance with law and local rules. A list of taxing district names and addresses may be found on the Assessment Office website (chesco.org/Government/Assessment).

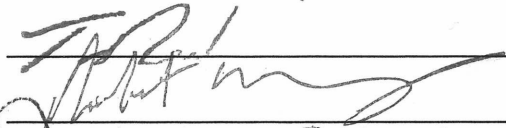
Neither the Board of Assessment Appeals nor the Assessment Office may provide legal advice. The appellant may wish to consult with an attorney when considering an appeal.

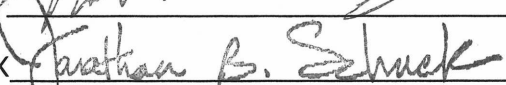
THE BOARD OF ASSESSMENT APPEALS

cc:

School District
Municipality





X 
Director of Assessment

Scott Gill

Subject: FW: Notice of Assessment Reduction - 2305 E. Kings Hwy., Caln Twp., Chester Co., PA
Attachments: Notice of Assessment Reduction (09-29-25).pdf

From: Eric Seksinsky <eseksinsky@geostructures.net>
Sent: Monday, October 6, 2025 11:02 AM
To: Don Vymazal <dvymazal@calntownship.org>
Cc: 'Eric Seksinsky' <elseksinsky@verizon.net>; 'Eric Seksinsky' <eseksinsky@geostructures.net>
Subject: Notice of Assessment Reduction - 2305 E. Kings Hwy., Caln Twp., Chester Co., PA

Hello Don:

Hope your summer was good. Circling back to let you know that we have been able to secure a dramatic reduction in our tax assessment from the County due to the uninhabitable condition of the house at 2305 E. Kings Highway (see attachment). During the appeal hearing the County was fully informed of our intention to stabilize and rehabilitate the dwelling. Meanwhile, the adjusted tax assessment reflects the current value of the property as essentially a parcel of land, not an improved property. As such, we now have sufficient justification to appeal for removal of the required trash service to this property until which time the house can be occupied again. Please advise on the procedure for this appeal with the Township.

Thanks for your consideration!

Eric and Laurie

Eric J. Seksinsky, PG, PE
Associate

GeoStructures Inc.
1000 West 9th Avenue
King of Prussia, PA 19406
Phone: 610-265-1818
eseksinsky@geostructures.net
www.geostructures.net

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