

**NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT I.O.P. 65.37**

AMERICAN WINTER SERVICES, LLC	:	IN THE SUPERIOR COURT OF
	:	PENNSYLVANIA
Appellant	:	
	:	
v.	:	
	:	
LIMERICK VILLAGE, LP, LONGVIEW	:	No. 947 EDA 2017
MANAGEMENT, LP, ROYERSFORD	:	
CENTER, LP, TARRYTOWN PLAZA,	:	
LP, THORNDALE WEST, LP,	:	
LONGVIEW FIELDSTONE, LP,	:	
TRAPPE CENTER, LP, PHOENIXVILLE	:	
TOWN CENTER, LP, QUEEN ANNE	:	
PLAZA, LP, WESTGATE PLAZA, LP,	:	
THORNDALE CENTER, LP,	:	
POTTSTOWN CENTER, LP	:	

Appeal from the Order January 31, 2017  
 In the Court of Common Pleas of Chester County  
 Civil Division at No(s): No. 2014-12100-CT

BEFORE: PANELLA, J., DUBOW, J., and FITZGERALD\*, J.

DISSENTING STATEMENT BY DUBOW, J. **FILED DECEMBER 13, 2017**

I dissent and would affirm the trial court’s decision to grant Appellees’ Motion for Summary Judgment.

The provision in the contract that sets a cap on the maximum amount that Appellees must pay provides:

- 2. Scope of Service**
  - A. Snow Removal Specifications**
    - vi. Cost of Snow Removal**
      - F. AGREEMENT CAP FOR INVOICE SERVICES:**  
**\$XX,XXX**

This provision is clear and unambiguous and provides the maximum amount that Appellees must pay for snow removal services.

I respectfully disagree with the Majority's use of paragraph three, which deals with the method of payment, to interpret the provision regarding the cap. Paragraph two, by itself, sets the maximum amount Appellees must pay and paragraph three deals solely with the timing of payments. Therefore, I would affirm the decision of the trial court.