

# Warrington



# Township

852 EASTON ROAD, WARRINGTON, PA 18976  
215-343-9350 ■ FAX 215-343-5944  
[www.warringtontownship.org](http://www.warringtontownship.org)

BOARD OF SUPERVISORS  
SHIRLEY YANNICH, Chair  
CAROL T. BAKER, Vice Chair  
MATTHEW W. HALLOWELL, SR., Member  
MILLE A. SELIGA, Member  
FRED R. GAINES, Member

TOWNSHIP MANAGER  
Barry P. Luber

September 27, 2016

## **MANAGER'S REPORT**

- a. Delaware Valley Workers Compensation Trust recognition.
- b. Keep Pennsylvania Beautiful recognition.
- c. Consider for approval a settlement agreement for an outstanding water/sewer bill.
- d. Request by Walmart.

# **ATTACHMENT “A”**


**Delaware Valley Workers' Compensation Trust**  
Horsham, Pennsylvania

**Certificate of Recognition**


Presented to:

**Warrington Township**

For exemplary achievement and leadership in minimizing  
workplace injuries and illness during 2015.



Donald E. Berger, Jr.  
DWWCT Chairperson



Richard J. Lee, CPCU, ARM  
DWWCT Administrator

# **ATTACHMENT “B”**



9/15/16

Warrington Township  
Attn: Roy Rieder  
852 Easton Road  
Warrington, PA 18976

RECEIVED  
SEP 19 2016



Dear Mr. Rieder;

Thank you for your support of Keep Pennsylvania Beautiful programs. We are extremely appreciative of your donation of equipment and operators for our Little Neshaminy Creek cleanup, which has a market value of \$15,073.75.

Last year, businesses from all over the country donated more than \$480,000 worth of goods and services to support our shared vision, a clean and beautiful Pennsylvania. Whether it is for the Great American Cleanup of Pennsylvania, surveillance support programming or our educational efforts, support from businesses such as yours enable us to achieve more, for less. We understand the importance of public-private partnerships and are very grateful for your support. Thank you for your generosity.

If you share our vision of a clean and beautiful Pennsylvania and would like to become an on-going supporter with Keep Pennsylvania Beautiful, please consider a membership with us.

Since 1990, Keep Pennsylvania Beautiful has worked with hundreds of thousands of volunteers across the state to pick up more than 121 million pounds of trash from Pennsylvania's roadways, waterways, greenways, vacant lots, and other community spaces. We have conducted hundreds of special collections for hard-to-dispose of items and educated tens of thousands of individuals on how to become stewards for their communities. Your membership to Keep Pennsylvania Beautiful will directly support these efforts.

Again, thank you for your support!

Sincerely,

  
Shannon Reiter  
President

cc: Michelle Dunn

*In compliance with IRS regulations, no goods or services were exchanged for this donation.*



Empowering Pennsylvanians to make  
our communities clean and *Beautiful*

Office: (724) 836.4121 | Fax: (724) 836.1980  
105 West Fourth St., Greensburg, PA 15601

keepabeautiful.org  
gacofpa.org

# **ATTACHMENT “C”**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into as of September 22, 2016 by and between the Township of Warrington, Bucks County, Pennsylvania, and all of its departments, boards and agencies, its elected and appointed officials, representatives, agents and attorneys (hereinafter collectively referred to "**Warrington**") on the first part, and Land-Tech Enterprises, Inc., its officers, directors, shareholders, employees, representatives, agents, and attorneys, and any parent, subsidiary, or affiliated entities of Land-Tech Enterprises, Inc., and Jackie M. Lacross and Mark C. Stein, both individually and in their respective capacities as officers, directors, shareholders and/or employees of Land-Tech Enterprises, Inc. (hereinafter collectively referred to as "**Land-Tech**"), on the second part.

### I. BACKGROUND

1. Warrington, through its water and sewer department, supplies water to various properties located within the Township of Warrington.
2. One of the properties to which Warrington supplies water is located at 3084 Bristol Road, Township of Warrington, Bucks County, Pennsylvania (the "Property").
3. The Property is owned by Jackie M. Lacross and is improved with a residential structure and other buildings.
4. A number of water meters are located on the Property, one of which is referred to as the "Irrigation Meter" (the "Irrigation Meter").
5. Readings from the aforementioned remote reading transmitter showed that water flowed through the Irrigation Meter from on or about May 8, 2013, to on or about February 19, 2016.

6. On or about February 19, 2016, Warrington physically inspected the Irrigation Meter and determined that it showed a reading of approximately 19,114,000 gallons (the "Irrigation Meter Water").

7. Warrington asserts that due to a malfunction of the remote reading transmitter for the Irrigation Meter commencing on or about May 8, 2013, Warrington has not billed for the Irrigation Meter Water.

8. By letter dated March 23, 2016, Warrington made demand upon Jackie M. Lacross for payment for the Irrigation Meter Water in the amount of \$53,124.55.

9. Land-Tech disputes the charges for the Irrigation Meter Water.

10. Desiring to avoid the time, expense, and uncertainty of outcome that litigation would entail, Warrington and Land-Tech, through their respective legal counsel, have negotiated a settlement of their dispute as set forth below.

## **II. AGREEMENT AND RELEASE**

11. The contents of paragraphs 1 through 10 are incorporated herein as if fully set forth below.

12. Within seven (7) business days of receipt of this Settlement Agreement and Release executed by the Township of Warrington, Land-Tech will pay the sum of FIFTEEN THOUSAND DOLLARS (15,000.00) to the Township of Warrington. Failure to tender the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) within seven (7) business shall void this Agreement, in which case Township shall be entitled to proceed against Land-Tech for the full amount it asserts is due and owing.

13. In consideration of the aforementioned payment, Warrington releases and forever discharges Land-Tech Enterprises, Inc., its officers, directors, shareholders, employees,



representatives, agents, and attorneys, and any parent, subsidiary, or affiliated entities of Land-Tech Enterprises, Inc., and their heirs, successors and assigns, and Jackie M. Lacross and Mark C. Stein, both individually and in their respective capacities as officers, directors, shareholders and/or employees of Land-Tech Enterprises, Inc., and their heirs, successors and assigns, from all causes of action, suits, debts, dues, accounts, covenants, contracts, agreements, judgments, claims and demands in law or equity, foreseen or unforeseen, matured or unmatured, known or unknown, and accrued or not accrued, related to, in connection with or arising from the supply of water to the Property through the Irrigation Meter for all time up to and including September 8, 2016.

14. It is understood by the parties to this Settlement Agreement and Release that payment of the sum stated in paragraph 15 is made in compromise of a disputed claim and shall not be construed as an admission of liability on the part of any party or any other person or entity. It is further understood that this Settlement Agreement and Release expresses a full and complete settlement of a liability claimed and denied, and regardless of adequacy or inadequacy of the amount paid it is intended by the parties to avoid litigation and to be a final a complete settlement of the above-described claim asserted by the Township of Warrington.

15. This Agreement may be executed in counterparts, each of which shall be an original and all of which when taken together shall constitute a single agreement with the same effect as if the signatures thereto and hereto were upon the same instrument. It is agreed that an original, photocopy or fax copy of a signature may serve as an original.

16. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, successors and assigns.

17. This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof.

18 The parties acknowledge and agree that they each shall bear their own attorneys' fees, costs and expenses, and that nothing in this Agreement shall be construed to make any party liable for attorneys' fees, expenses, or costs incurred by any other party.

19. The parties acknowledge and agree that, in the event that any provision of this Agreement or any portion of any provision of this Agreement is declared null and void or unenforceable by any court or tribunal having jurisdiction, then such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

20. This Agreement has been entered into, is deemed to be performed in and is subject to the laws of the Commonwealth of Pennsylvania.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties hereto do hereunto set their hands and seals on the date first above written.

TOWNSHIP OF WARRINGTON

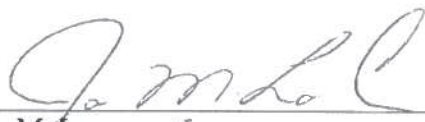
Attest:

Barry Lubber, Township Manager, CFO


By:

Shirley Yannich, Chair  
Board of Supervisors

Attest:

  
Jackie M. Lacross

Attest:

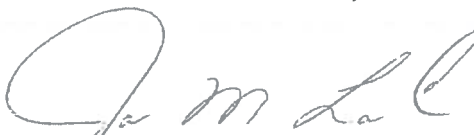
  
Mark C. Stein

LAND-TECH ENTERPRISES, INC.

Attest:



By:

  
Jackie M. Lacross, President

# **ATTACHMENT “D”**

REVISIONS

**BOHLER ENGINEERING**

1000 W. 10th St. Suite 100  
Bentonville, AR 72716  
Phone: (505) 251-1111  
Fax: (505) 251-1112  
www.bohler-engineering.com

CALL BEFORE YOU DIG

811  
TOLL FREE 1-800-4-A-DAWG

**BOHLER ENGINEERING**

1000 W. 10th St. Suite 100  
Bentonville, AR 72716  
Phone: (505) 251-1111  
Fax: (505) 251-1112  
www.bohler-engineering.com

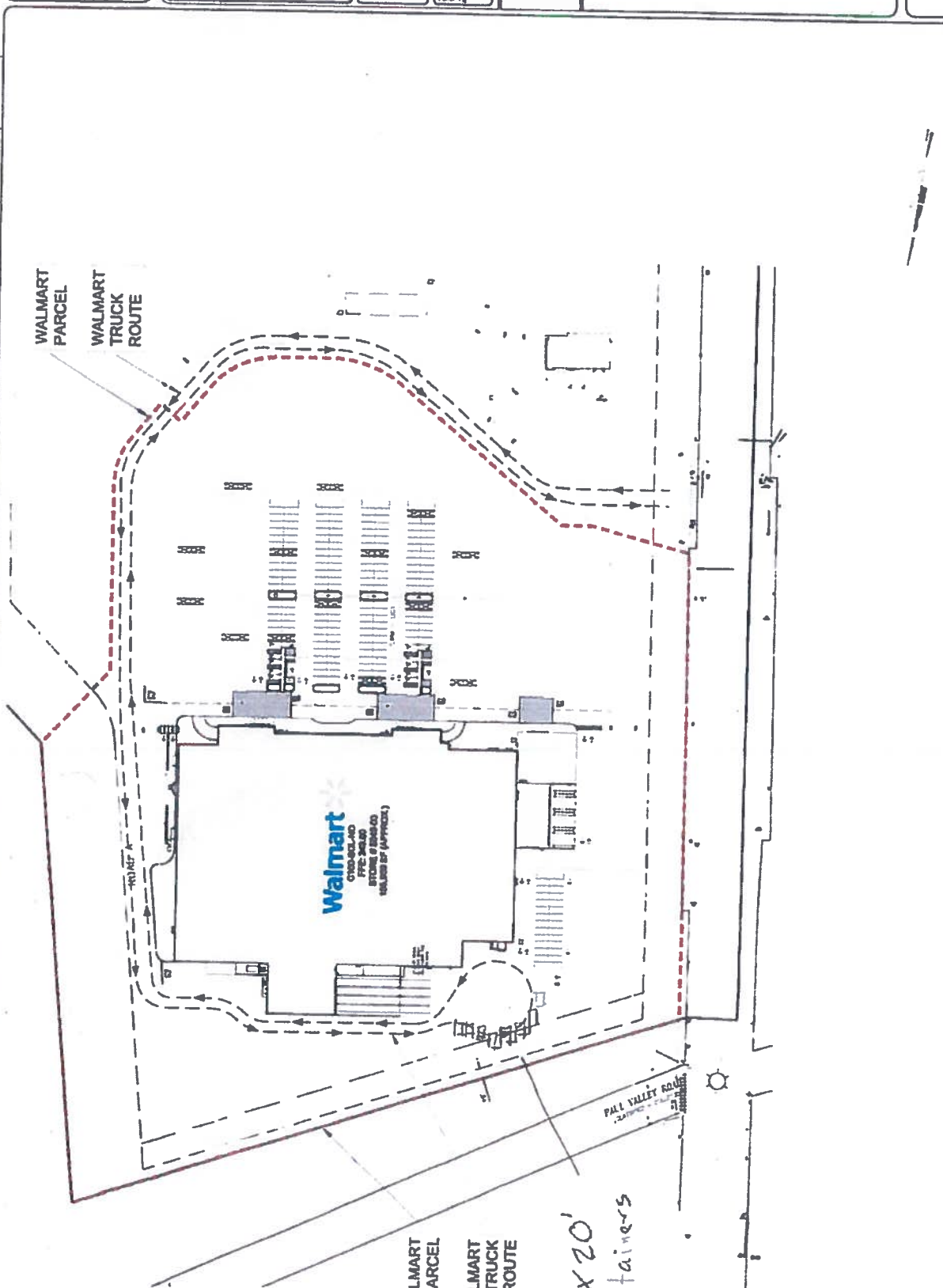
**J.R. HORNICK**

1000 W. 10th St. Suite 100  
Bentonville, AR 72716  
Phone: (505) 251-1111  
Fax: (505) 251-1112  
www.bohler-engineering.com

**Walmart**

WAL-MART STORES, INC.  
BENTONVILLE, AR  
WAL-MART #6619-00  
WARRINGTON, BLACK CO. VTY, PENNSYLVANIA

WAL-MART PARCEL X-1111



LMART  
ARCEL  
LMART  
TRUCK  
ROUTE

7, 8' x 20'  
Containers







