

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into on the last date set forth on the signature pages below (“Effective Date”), by and between Kevin Shuttlesworth and Doreen Shuttlesworth (collectively the “Shuttlesworths”) and Lower Paxton Township Authority (hereinafter the “Authority”), and its insurer, Sedgwick Claims Management Services, Inc. (collectively, the “Parties”).

RECITALS:

WHEREAS, Lower Paxton Township (hereinafter “LPT”) and the Authority have been engaging in projects across the township to upgrade its sewer and stormwater water systems (hereinafter the “Project”). This included the replacement of the sewer lines and installation of storm water systems along Oak and Gannett Street in Lower Paxton Township; and

WHEREAS, upon completion of the storm sewer installation and re-surfacing of Gannett St. in April 2025, Kevin Shuttlesworth expressed concern to the Authority with the lack of curbing. Mr. Shuttlesworth was told on April 28, 2025 that curbing would be installed.

WHEREAS, on or about May 16, 2025 and May 30, 2025, heavy rainstorms fell across the region, including Gannett Street. At that time, rainwater from the storm sewer discharge accessed the Shuttlesworths’ property located at 308 Gannett Street, Harrisburg, Pennsylvania causing excess water to the hardscaping, overfilling the pool, tearing the lining and entering the workshop and basement of the residence (hereinafter the “Claim”); and

WHEREAS, On June 20, 2025, the Shuttlesworths provided notice of the issues to the Authority pursuant to 42 Pa.C.S. §5522. On or around the same time, Temporary curbing was placed on Oak and Gannett streets pending the completion of the Project; and

WHEREAS, by virtue of this Agreement, the Parties desire to fully and completely resolve this matter in good faith, and settle any and all claims, defenses, and/or counterclaims that were asserted or that could have been asserted in any civil action.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties stated in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by this reference.

2. **Non-Admission of Liability.** This Agreement is not, and shall not be construed to be, an admission or indication that (i) any Party bears or does not bear any actual or potential liability to any other person or entity (whether or not a party to this Agreement) on any claim, action, complaint, or judgment whatsoever or (ii) there is any wrongdoing of any nature by any Party or any element or basis for any claim against any Party.

3. **Voluntary Agreement/Attorney Representation.** The Parties represent that in the execution and negotiation of this Agreement, they are represented by counsel of their choice and that said attorneys advised their respective clients with respect to the advisability of making the settlement and release provided herein and of executing this Agreement. The Parties further represent and warrant that they are fully aware of the terms contained in this Agreement, have made any and all desired changes, and have voluntarily and without coercion, duress, or undue influence of any kind, entered into this Agreement and the documents executed in connection with this Agreement.

4. **Terms.** As full and final settlement of the dispute between the Parties, the Parties agree as follows:

- i) The Authority, through Sedgwick Claims Management Services, Inc., shall pay to the Shuttlesworths the amount of FOURTEEN THOUSAND FIVE HUNDRED AND TWENTY DOLLARS AND FIFTY CENTS (\$14,520.50) (hereinafter "Settlement Amount") within thirty (30) days of the execution of this Agreement.
- ii) Upon approval by the Authority, the Authority shall pay to the Shuttlesworths the amount of ONE THOUSAND ONE HUNDRED AND TWENTY-FIVE DOLLARS (\$1,125.00) (hereinafter "Authority Settlement Amount") for the Shuttlesworths' attorneys' fees within thirty (30) days of the execution of this Agreement.
- iii) Upon approval by the Authority, the Authority shall install permanent curbing at 308 Gannett St. and further modify the outfall across from 308 Gannett St. to slow the flow of water within six (6) months of the execution of this Agreement. Should there be a delay in the construction at 308 Gannett Street or the outfall across from 308 Gannett Street, counsel for the Authority shall contact counsel for the Shuttlesworths in writing as prescribed in the Section 18. Notice. Any amendment thereafter shall be in strict compliance with Section 8. Amendments.

5. **Waiver of Defenses, Set-offs and Counterclaims.** Upon payment of the Settlement Amount and Authority Settlement Amount, the Parties hereby knowingly, intentionally and voluntarily waive any and all defenses, set-offs and counterclaims that were raised or that could have been raised between Parties in any civil action, except for any defenses, rights and/or claims relating to the enforcement of the terms hereof, all of which are hereby expressly reserved.

6. **Mutual Release.** Upon payment of the Settlement Amount and Authority Settlement Amount, except as otherwise set forth in this Agreement, in consideration of the promises, covenants and agreements set forth herein and for other good and valuable consideration, the Parties for themselves, their agents, attorneys, representatives, predecessors, successors, and assigns hereby waive, remise, release, acquit, satisfy, and forever discharge one another and their past, present and future officers, directors, heirs, agents, servants, employees, legal representatives, assigns, successors, affiliates, shareholders, beneficiaries, predecessors, insurers, administrators, insurers and successors in interest; the Parties' parent, holding, subsidiary, affiliated, and related entities; any business entity or division owning or controlling the Parties in whole or in part; any business entity or division owned or controlled in whole or in part by the Parties, (all of the

foregoing persons and entities are hereinafter collectively referred to as the “Released Parties”), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity (collectively “Released Claims”), which the Parties or their attorneys, agents, representatives, predecessors, successors, and assigns, ever had, now has, or which any successor, heir, or assign hereafter can, shall, or may have against the Released Parties, for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the Effective Date of this Agreement, specifically relating to, arising out of, or in any way stemming from the Claim and any civil litigation, the Released Claims and/or any claims or defenses that the Parties raised or could have raised in any civil litigation with the exception of the Parties’ obligations under this Agreement.

7. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the Parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.

8. **Amendments.** This Agreement may be amended, modified or altered at any time upon the approval of the Parties; however, any such amendment must be in writing and signed by all Parties in order for such amendment to be of any force and effect.

9. **Partial Invalidity.** In the event that any provision of this Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the Parties.

10. **Assignability.** The Parties may not assign any of their rights under this Agreement without the other Party’s consent.

11. **Survival.** All representations and warranties contained herein shall survive the execution and delivery of this Agreement, and the execution and delivery of any other document or instrument referred to herein.

12. **Headings.** The headings in this Agreement are for convenience of reference only and are not material.

13. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as .pdf or similar format. Each of the parties agrees that the delivery of the Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of

the execution and delivery of the Agreement by both parties to the same extent as an original signature.

14. **Tax Consequences.** The Parties acknowledge that no tax advice has been offered or given by either party, their attorneys, agents, or any other representatives, in the course of these negotiations, and each party is relying upon the advice of its own tax consultant with regard to any tax consequences that may arise as a result of the execution of this Agreement.

15. **No Adverse Construction.** In the event any part of this Agreement is found to be ambiguous, such ambiguity shall not be construed against any Party.

16. **Not Evidence.** This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement, or one seeking damages arising from a breach of this Agreement.

17. **Authority.** The Parties represent and warrant to each other that each is the sole and lawful owner of all right, title, and interest in and to every claim and other matter which each releases in this Agreement. In the event that such representation is false, and any such claim or matter is asserted against either Party by anyone who is the assignee or transferee of such a claim or matter, then the Party who assigned or transferred such claim or matter shall fully indemnify, defend, and hold harmless the Party against whom such claim or matter is asserted and its successors from and against such claim or matter.

18. **Notice.** Unless otherwise specified herein, all notices, requests, consents, approvals, demands or other communications to the respective parties shall be sent as follows:

TO KEVIN AND DOREEN:
SHUTTLESWORTH

Asahel D. Church, Esquire
Barley Snyder
1601 Cornwall Road
Lebanon, Pennsylvania 17042
Achurch@barley.com
(717) 273-3890

TO LOWER PAXTON:
TOWNSHIP SEWER
AUTHORITY

Kevin L. Hall, Esquire
Tucker Arensberg, P.C.
300 Corporate Center Drive, Suite 200
Camp Hill, Pennsylvania 17011
Khall@tuckerlaw.com
(717) 221-7951

Elizabeth A. Tuckler
Sedgwick Claims Management Services, Inc.
P.O. Box 14512
Lexington, Kentucky 40512
Elizabeth.Tuckler@sedgwick.com
(210) 332-1583

19. **Laws and Venue.** The Parties agree that the terms of this Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania, and that any disputes arising out of this Agreement shall be exclusively venued in the Court of Common Pleas of Dauphin County, Pennsylvania.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

LOWER PAXTON TOWNSHIP
AUTHORITY

DATED: _____

Name:

Title:

DATED: _____

Kevin Shuttlesworth

DATED: _____

Doreen Shuttlesworth