

TOWNSHIP OF LOWER MERION

LEGAL AFFAIRS COMMITTEE

**WEDNESDAY, APRIL 22, 2026
7:25 PM (Approximately)**

Chairperson: Daniel Bernheim

Vice Chairperson: Gilda Kramer, Sean Whalen

AGENDA

1. **AUTHORIZATION TO EXECUTE SETTLEMENT AGREEMENT FOR CENTENNIAL ROAD
STORMWATER COLLECTION SYSTEM REPAIR**



Township of Lower Merion
A FIRST CLASS TOWNSHIP

AGENDA ITEM INFORMATION

COMMITTEE: Legal Affairs

ITEM: **AUTHORIZATION TO EXECUTE SETTLEMENT AGREEMENT FOR CENTENNIAL ROAD STORMWATER COLLECTION SYSTEM REPAIR**

Consider for recommendation to the Board of Commissioners authorizing execution of the settlement agreement with Centennial Road property owners involving a stormwater collection system repair.

PUBLIC COMMENT

ATTACHMENT(S):

[Centennial Road Settlement Issue Briefing 4-17-2026 .docx](#)

[Centennial Road Settlement Agmt.pdf](#)

TOWNSHIP OF LOWER MERION

Legal Affairs Committee

Issue Briefing

Topic: Centennial Road Stormwater Litigation Settlement

Prepared By: Ernie McNeely, Township Manager

Date: April 17, 2026

I. Action To Be Considered By The Board:

Authorize execution of the settlement agreement with Centennial Road property owners involving a stormwater collection system repair.

II. Why This Issue Requires Board Consideration:

The Board of Commissioners must authorize execution of litigation settlement agreements.

III. Current Policy or Practice (If Applicable): NA

IV. Other Relevant Background Information:

This litigation centered around financial responsibility for the construction and maintenance costs associated with the repair/replacement of a 60-inch corrugated metal storm sewer pipe that served flow through a pre-existing creek underneath the driveway/lawns of four properties on Centennial Road. The land development and subdivision approval for the properties made the property owners responsible for maintaining the pipe in front of their properties.

The pipe failed in 2018 and the Township had to take action to restore flow and shore up the streambank walls protecting the adjacent roadway. The Township had the owners fulfill their obligation to make permanent repairs and the pipe was ultimately replaced by the property owners in 2020. The final cost for the full replacement exceeded \$288,653 and was borne by the property owners.

The Township incurred costs exceeding \$236,000 prior to the property owners making the permanent repair. The Township filed litigation to recover the costs in early 2023. During this long process three of the four properties have changed hands, and the parties went through mediation to try to resolve the matter.

The settlement reached by the Township Solicitor at the direction of the Board of Commissioners ends the extensive litigation and the Township will recover costs in the amount of \$100,000.

V. Impact On Township Finances:

The Township will recover costs in the amount of \$100,000.

VI. Staff Recommendation:

Staff and the Township Solicitor recommend the Board of Commissioners authorize execution of the proposed settlement litigation regarding Centennial Road stormwater collection system repair.

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL DIVISION

TOWNSHIP OF LOWER MERION
75 E. Lancaster Avenue
Ardmore, PA 19003

Plaintiff

v.

ROBERT K. EDELSTEIN and
SANDRA A. EDELSTEIN
1343 Centennial Road
Penn Valley, PA 19072

MARK A. GITTELMAN and
DINA L. SCHLOSSBERG
1337 Centennial Road
Penn Valley, PA 19072

YUAN RONG and
MEI XU
1331 Centennial Road
Penn Valley, PA 19072

JERRY INSDORF
1325 Centennial Road
Penn Valley, PA 19072

Defendants

CIVIL ACTION

Docket No. 2023-00344

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (“Agreement”), executed on the date(s) set forth below, is made and entered into by the TOWNSHIP OF LOWER MERION, 75 E. Lancaster Avenue, Ardmore, PA 19003 (hereinafter “TOWNSHIP”), and ROBERT K. EDELSTEIN, SANDRA A. EDELSTEIN, MARK A. GITTELMAN, DINA L. SCHLOSSBERG, YUAN RONG, MEI XU, JERRY INSDORF and SARAH INSDORF (hereinafter collectively “DEFENDANTS”), TOWNSHIP and DEFENDANTS may be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, on January 6, 2023, TOWNSHIP commenced litigation (the “Litigation”) against DEFENDANTS, captioned as set forth above, to recover expenses incurred by the

TOWNSHIP in connection with the collapse (the "Collapse") of a certain stormwater pipe (the "Stormwater Pipe") carrying the waters of Glanraffan Creek within an easement traversing property now or formerly of the DEFENDANTS, all as set forth in the TOWNSHIP'S complaint; and

WHEREAS, following service on the DEFENDANTS, they collectively filed an Answer, New Matter and Counterclaim denying liability and seeking damages for expenditures incurred by them in connection with Defendant's replacement of the Stormwater Pipe, all as set forth in their pleadings; and

WHEREAS, DEFENDANT Sarah Insdorf died on or about July 7, 2025, and her interests in her residence and in the Litigation were assumed by her surviving spouse Jerry Insdorf; and

WHEREAS, the Parties wish to enter into a settlement and release of all disputes and claims that the Parties made or could have made against each other relating to, concerning or in any way involving the Collapse, the Stormwater Pipe and any related claims.

NOW THEREFORE, for and in consideration of the covenants, agreements, promises, releases and payments referenced and provided for herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, and with the intent to be legally bound hereby, the Parties agree to the following settlement:

1. **Settlement Payment.** Within 15 days of the effective date of this Agreement, DEFENDANTS shall pay to TOWNSHIP a total settlement payment of \$100,000.00 (One Hundred Thousand Dollars and Zero Cents), (the "Settlement Payment"), by check drawn upon good funds from DEFENDANTS' counsel's IOLTA account.

2. **Mutual Release.** In exchange for the consideration set forth herein, TOWNSHIP (for itself and on behalf of its present and former elected officials, officers, employees, partners, agents, representatives and attorneys) and DEFENDANTS, individually and collectively and their heirs and assigns, fully release and forever discharge each other, from any and all claims, causes of action, judgments, debts, damages, interest, attorneys' fees, and liability of every kind, which the Parties had, have, or may have against each other, whether asserted or unasserted, known or unknown, arising out of or relating to the Collapse, the Stormwater Pipe or actions taken or omitted by TOWNSHIP or by DEFENDANTS or any of them in connection therewith.

3. **Discontinuance of Litigation.** Within seven (7) days of its receipt of the Settlement Payment by way of IOLTA check as set forth in paragraph 1 of this Agreement, TOWNSHIP shall file with the Court, and hereby directs its attorney to file, a praecipe to settle, discontinue and end all claims in the Litigation with prejudice, with each Party to bear its own costs, fees and expenses.

4. **Non-Disparagement.** The TOWNSHIP (for itself and on behalf of its present and former elected officials, officers, employees, partners, agents, representatives and attorneys) and the DEFENDANTS each agree not make any disparaging statements or representations, whether orally or in writing (including any electronic communication through email, social media, blog, or similar Internet-based communication), to any third party or entity whatsoever, about the other Party with respect to the basis, substance or belief that the other Party engaged in any unlawful, improper, unprofessional or questionable conduct relating to or arising out of the Collapse, the Stormwater Pipe, the Litigation, or the dealings between the Parties through date of this Agreement. For purposes of this paragraph, a disparaging statement or representation is any

communication that, if publicized to another, would cause or tend to cause the recipient of the communication to question the business or financial condition, integrity, competence, or good character, of the Party to whom the communication relates.

5. **Compromise.** The Parties acknowledge that this Agreement is entered into as a compromise to resolve disputed issues and the Litigation and that nothing stated herein shall constitute or be considered an admission of liability by any Party.

6. **Severability.** If any provision of this Agreement is deemed unenforceable by any court or tribunal having jurisdiction over the enforcement of the Agreement, then the remainder of this Agreement shall remain in full force and effect to the fullest extent practicable and allowable by law.

7. **Modifications.** No modification of this Agreement shall be valid and enforceable unless in writing and signed by all of the Parties.

8. **Choice of Law and Forum.** This Agreement shall be construed and enforced under the laws of the Commonwealth of Pennsylvania. Any action to enforce the terms of this Agreement shall be filed in the Court of Common Pleas of Montgomery County, Pennsylvania, and the Parties hereby consent the jurisdiction of said court for the purposes of any such action.

9. **Entire Agreement; Effective Date.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior negotiations and discussions, which are merged herein. This Agreement shall be effective after being executed by all of the Parties hereto.

10. **Signatures.** This Agreement may be signed in counterparts and the counterparts shall together constitute one complete document. Electronic, photocopied, scanned or facsimiled signatures shall be deemed original signatures for purposes of enforcement.

11. **Full and Fair Review.** The Parties acknowledge that each has read and fully understands this Agreement, that each has had a full and fair opportunity to consult with counsel regarding this Agreement, that each has executed this Agreement freely and without coercion by any other Party, and that each signer below has the authority to execute this Agreement on behalf of the Party listed above its signature. While TOWNSHIP's attorney has undertaken the initial draft of this Agreement, such draft has been submitted to DEFENDANTS' attorney for full review and revision as deemed necessary and, as such, any ambiguity in this Agreement shall not be construed against its drafter, but shall be construed as if prepared jointly on behalf of all of the Parties hereto.

SIGNATURES ON FOLLOWING PAGE