

BRIDGEVILLE BOROUGH SPECIAL MEETING MINUTES

MAY 6, 2016

**MUNICIPAL BUILDING
425 BOWER HILL ROAD
BRIDGEVILLE, PA 15017**

MEMBERS PRESENT:

Council President,
Michael Tolmer
Council Vice President
Bruce Ghelarducci
Council,
William Colussy
Joseph Colosimo
Joseph Verduci

William Henderson – Absent
Neil Lyons - Absent
Engineer, Joe Sites - Absent

ALSO PRESENT:

Mayor, Pasquale DeBlasio
Solicitor, Thomas McDermott
Borough Manager, Lori Collins
Police Sergeant, William Young

The Special Meeting is opened with the pledge of allegiance and a moment of silence for the sick, handicapped, departed and military personnel of the community.

ROLL CALL

VISITORS

No Visitors

LYONS VS. BRIDGEVILLE BOROUGH ET AL

Solicitor McDermott reviewed the settlement agreement.

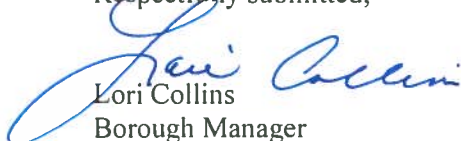
An executive session was called by Solicitor McDermott at 3:19 p.m. Council returned at 4:15.

A motion was made by W. Colussy, seconded by B. Ghelarducci ratifying the settlement of Lyons vs. Bridgeville Borough et al (in the Allegheny County Court of Common Pleas, No. GD-14-006622). Remarks: M. Tolmer stated that a copy of the settlement agreement has been provided. All in favor, motion carried 5-0.

ADJOURNMENT

A motion to adjourn was made by B. Ghelarducci, seconded by W. Colussy. Motion carried 5-0.

Meeting adjourned at 4:17 p.m.
Respectfully submitted,


Lori Collins
Borough Manager

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

Neil T. Lyons

vs.

Township of Upper St. Clair
Bedner Farms Estates, L.P.
Bridgeville Borough

No. GD-14-6622

ORDER OF COURT

And now this 29th day of April, the parties to the above captioned action have agreed to settle the claims asserted therein. The parties have agreed to the following terms, subject to a mutually agreeable settlement and release agreement:

- ① Bedner shall pay Lyons \$1,500 per month for 10 months. The first payment shall occur at the time Bridgeville makes its payment described in Paragraph 2.
- ② Bridgeville shall pay Lyons \$5,000 upon Lyons' dismissal of the lawsuit.
- ③ Lyons and Bedner's contractors, agents, and employees agree that they shall not have any contact with each other.

If the Court determines that Lyons' violation of the Settlement Agreement, Bedner does not have to pay Lyons.

4. Lyons shall not interfere with or instruct others to interfere with any work being performed in the Gap Area or on-site

5. Lyons shall not post, direct, display any signage on his property which in any way mentions developer, contractor, realtor, agents, residents forever. Lyons and Bedner agree to not disparage each other.

6. Lyons' acknowledges that Bridgville owns the Gap Area and its public right of way

7. Bedner and its employees, contractors, or agent shall not store equipment adjacent to Lyons' property.

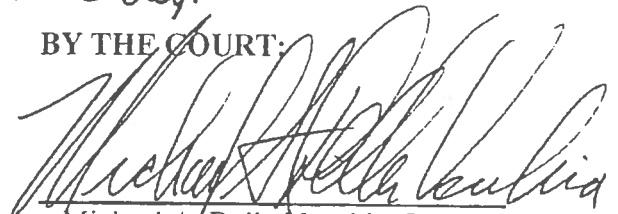
8. Bedner shall only perform work on or related to the Gap Area from 8:00AM to 4:00PM, Monday through Saturday

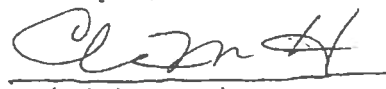
9. Bridgville shall install a stop sign at the intersection of Main Street and Passevento subject to Bridgville authority to do so.

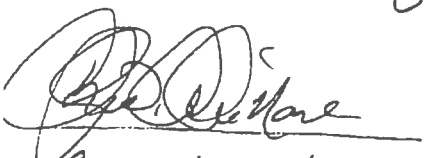
10. The Borough will provide Police at the site at the beginning of the day and periodically throughout the day.

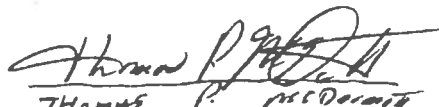
11. Bedner, Bridgville, Lyons agree to a mutual release of all claims from beginning of time to the date of this order.

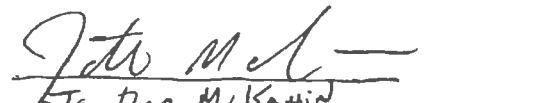
BY THE COURT:


Michael A. Della Vecchia, Judge


christopher Helms


CHRISTOPHER CAHILLANE
for UPPER ST. CLAIR


THOMAS P. McDermott
for Bridgville Borough


Jonathan M. Kamin
for BEDNER FARMS BOTANICALS, L.P.