

RESOLUTION 2025 –18

A RESOLUTION OF HOPEWELL TOWNSHIP, A FIRST CLASS TOWNSHIP OF THE COUNTY OF BEAVER, COMMONWEALTH OF PENNSYLVANIA, RATIFYING AND APPROVING THE SETTLEMENT AGREEMENT AND RELEASE RELATED TO LITIGATION BROUGHT BY EDWARD AND RENEE RUSSMAN AND RYAN AND BETHANY PISTORIUS FOR ALLEGED DAMAGE TO THEIR PROPERTIES LOCATED ON TRILLIUM DRIVE

WHEREAS, A Settlement Agreement and Release (“Agreement and Release”) has been entered into by and between Edward and Renee Russman (“Russman”), and Ryan and Bethany Pistorius (“Pistorius”) (collectively referred to as the “Plaintiffs”), and Hopewell Township (the “Township”), Herbert, Rowland & Grubic, Inc. (“HRG”), and Stefanik’s Next Generation Contracting, Co. (“Stefanik’s”) (collectively referred to as the “Defendants”);

WHEREAS, Russman own property at 2006 South Trillium Drive, Hopewell Township, Beaver County, Pennsylvania identified as Tax Parcel 65-040-0309.000;

WHEREAS, Pistorius own property at 2008 South Trillium Drive, Hopewell Township, Beaver County, Pennsylvania identified as Tax Parcel 65-040-0310.000;

WHEREAS, 2006 South Trillium Drive and 2008 South Trillium Drive are hereinafter collectively referred to as the “Plaintiffs’ Properties;”

WHEREAS, Plaintiffs filed Writs of Summons against the Defendants and thereafter filed a six-count Complaint alleging negligence, trespass, nuisance, and requested preliminary injunctive relief against Defendants in the Beaver County Pennsylvania Court of Common Pleas under docket Nos. 11504 of 2024 and 11640-2024 (consolidated into the lead case of 11504 of 2024); and

WHEREAS, in order to avoid further controversy, dispute and litigation, and without admission of liability, the parties resolved this litigation through the execution of the Agreement and Release to make a full, complete, and final settlement of all disputes between them, together with any and all other matters pertaining to the parties named herein that have been raised or could have been raised and in any way relating to or arising out of the subject matter set forth in the Complaint.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Township of Hopewell, a Municipal Corporation situated in Beaver County, Pennsylvania, under the First Class Township Code, and it is hereby resolved and decided by the Board of Commissioners of the Township of Hopewell to approve the Settlement Agreement and Release as follows:

- A. **CONSIDERATION.** In consideration of Plaintiffs’ execution of the Agreement and Release and their promise to be legally bound by its terms, Hopewell Township in conjunction with its insurance carrier, PIRMA, will remit payment to the Plaintiffs in the aggregate amount of Three Hundred Sixty Five Thousand (\$365,000.00) Dollars (the “Settlement Proceeds”), subject to the terms and conditions of the Agreement and Release. As further consideration for payment of the Settlement Proceeds, Plaintiffs shall execute

Deeds in favor of the Township, prepared and recorded by the Township, to convey title to Plaintiffs' Properties, respectively, to the Township. The Plaintiffs have agreed on the apportionment of the Settlement Proceeds between themselves and shall advise the Township of the same in advance of Settlement/Closing so that the settlement checks may be properly disbursed. Taxpayer identification numbers for all payees will be required for tax reporting purposes. Proof of payment of all real estate taxes for tax year 2025 shall be provided by Plaintiffs so that proper credit may be apportioned from the date of Settlement/Closing through the end of the applicable tax year.

- B. TITLE. At the time of Settlement/Closing, Plaintiffs shall convey title to their respective properties to the Township by special warranty deed and in lieu of condemnation. Title shall be conveyed and warranted in good and marketable condition and free and clear of all liens, mortgages, restrictions, easements (except those already held by the Township) and other encumbrances and title objections.
- C. SETTLEMENT. Settlement on the conveyance of title of Plaintiffs' Properties shall occur at a mutually agreed upon date and time by and between the Plaintiffs and the Township, but no later than April 1, 2026, unless extended in writing by mutual agreement of the parties. At the time of Settlement, Plaintiffs shall vacate and close on their respective properties and convey title to their respective properties to the Township consistent with Paragraph B, above.

As an incentive to encourage Plaintiffs to convey title earlier than April 1, 2026, the Township further agrees to remit a settlement incentive payment of Two Thousand Five Hundred Dollars (\$2,500.00) for each month that either of the Plaintiffs can expedite Settlement. A month shall be measured in a 30-day increment from April 1, 2026 and shall not be pro-rated. E.g., settlement that occurs by March 2 receives Two Thousand Five Hundred Dollars (\$2,500.00); settlement that occurs by Jan.31, 2026 receives Five Thousand Dollars (\$5,000.00).

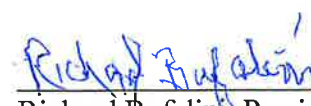
RESOLVED AND ENACTED this 22ND day of September, 2025.

Attest:

Hopewell Township Board of Commissioners



Jamie Yurcina, Township Manager

By: 

Richard Bufalini, President

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (this "Agreement and Release") is made the last date indicated below, by and between Edward and Renee Russman ("Russman"), and Ryan and Bethany Pistorius ("Pistorius") (collectively referred to as the "Plaintiffs"), and Hopewell Township (the "Township"), Herbert, Rowland & Grubic, Inc. ("HRG"), and Stefanik's Next Generation Contracting, Co. ("Stefanik's") (collectively referred to as the "Defendants").

RECTIALS

WHEREAS, Russman own property at 2006 South Trillium Drive, Hopewell Township, Beaver County, Pennsylvania identified as Tax Parcel 65-040-0309.000;

WHEREAS, Pistorius own property at 2008 South Trillium Drive, Hopewell Township, Beaver County, Pennsylvania identified as Tax Parcel 65-040-0310.000;

WHEREAS, 2006 South Trillium Drive and 2008 South Trillium Drive shall here-in-after be collectively referred to as the "Plaintiffs' Properties";

WHEREAS, Plaintiffs filed Writs of Summons against the Defendants and thereafter filed a six-count Complaint alleging negligence, trespass, nuisance, and requested preliminary injunctive relief against Defendants in the Beaver County Pennsylvania Court of Common Pleas under docket Nos. 11504 of 2024 and 11640-2024 (consolidated into the lead case of 11504 of 2024); and

WHEREAS, in order to avoid further controversy, dispute and litigation, and without admission of liability, the parties desire to resolve this litigation through the execution of this Agreement to make a full, complete, and final settlement of all disputes between them, together with any and all other matters pertaining to the parties named herein that have been raised or could have been raised and in any way relating to or arising out of the subject matter set forth in the Complaint.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. CONSIDERATION. In consideration of Plaintiffs' execution of this Agreement and Release and their promise to be legally bound by its terms, Defendants shall remit payment to the Plaintiffs the aggregate amount of Four Hundred Thirty Thousand Dollars (\$430,000.00) (the "Settlement Proceeds"), subject to the terms and conditions more fully set forth herein. As further consideration for payment of the Settlement Proceeds, Plaintiffs shall execute Deeds with the Township, prepared and recorded by the Township, to convey Plaintiffs' Properties respectively to the Township. The parties acknowledge and agree that the following terms will apply to the Settlement Proceeds:

- A. Plaintiffs have agreed on the apportionment of the Settlement Proceeds between themselves and shall advise the Defendants of the same in advance of Settlement/Closing so that the settlement checks may be properly disbursed. Taxpayer identification numbers for all payees will be required for tax reporting purposes. Proof of payment of all real estate taxes for tax year 2025 shall be provided by Plaintiffs so that proper credit may be apportioned from the date of Settlement/Closing through the end of the applicable tax year.
- B. HRG shall contribute Thirty Thousand Dollars (\$30,000.00) of the total amount of the Settlement Proceeds.
- C. Stefanik's shall contribute Thirty-Five Thousand Dollars (\$35,000.00) of the total amount of the Settlement Proceeds.
- D. The Township shall contribute Three Hundred Sixty-Five Thousand Dollars (\$365,000.00).

2. TITLE. At the time of Settlement/Closing, Plaintiffs shall convey title to their respective properties to the Township by special warranty deed and in lieu of condemnation. Title shall be conveyed and warranted in good and marketable condition and free and clear of all liens, mortgages, restrictions, easements (except those already held by the Township) and other encumbrances and title objections.

3. SETTLEMENT. Settlement on the conveyance of title of Plaintiffs' Properties shall occur at a mutually agreed upon date and time, at the Township building, by and between the Plaintiffs and the Township, but no later than April 1, 2026, unless extended in writing by mutual agreement of the parties. At the time of Settlement, Plaintiffs shall vacate and close on their respective properties, and convey title to their respective properties to the Township consistent with Paragraph 2, above. Defendants shall remit the Settlement Proceeds to Plaintiffs (less satisfaction of required liens, mortgages, etc.). It is acknowledged that settlement may occur at different times for each Plaintiff.¹

4. Plaintiffs are permitted to remove from their homes any items (fixtures) they wish.

5. The Township has the right to begin remediation work on Plaintiffs' Properties surrounding the residential dwellings as soon as practical, and before the Settlement/Closing.

6. The parties agree that notwithstanding their contributions toward the Settlement Proceeds, HRG and Stefanik's are not agreeing to purchase or accept any interest in the title to Plaintiffs' Properties.

¹ As an incentive to encourage Plaintiffs to convey title earlier than April 1, 2026, the Township agrees to remit a settlement incentive payment of Two Thousand Five Hundred Dollars (\$2,500.00) for each month that either of the Plaintiffs can expedite Settlement. A month shall be measured in a 30-day increment from April 1, 2026 and shall not be pro-rated. E.g., settlement that occurs by March 2 receives Two Thousand Five Hundred Dollars (\$2,500.00); settlement that occurs by Jan.31, 2026 receives Five Thousand Dollars (\$5,000.00).

7. GENERAL RELEASE OF CLAIMS. In consideration for the payments made herein, Plaintiffs, their successors, assigns, agents, and beneficiaries, if any, do hereby agree to execute and be bound by this Settlement Agreement and Release. Plaintiffs waive, release, and forever discharge the Township, HRG, and Stefanik's (the "released parties") of and from any and all claims arising from the beginning of time up to and including the date of Settlement/Closing. The released parties as used herein, includes without limitation, the Township, HRG, Stefanik's and their respective past, present and future employees, elected and appointed officials, legal counsel and consultants, in their individual and official capacities, and their successors, assigns, heirs and beneficiaries, if any; and their affiliates, and each of their officers, directors, employees, successors and assigns. In addition, as used herein with respect to the Township, the "released parties" includes the Pennsylvania Intergovernmental Risk Management Association ("PIRMA"), Integrated Risk Management ("IRM"), and the "RPA" Risk Management Program.

In further consideration for the payments made herein, Defendants, their successors, assigns, agents, and beneficiaries, if any, do hereby waive, release, and forever discharge each other of and from any and all Claims or Crossclaims arising from the beginning of time up to and including the date of this Settlement Agreement and Release.

8. THE CLAIMS. The term "Claims" and "Crossclaims" as used in this Settlement Agreement and Release includes without limitation all actions or demands of any kind that the parties now have, or may have or claim to have up to the date of this Agreement and Release against each other. More specifically, the Claims and Crossclaims include rights, causes of action, damages, penalties, losses, attorneys' fees, costs, expenses, obligations, agreements, judgments and all other liabilities of any kind or description whatsoever, either in law or in equity, whether known or unknown, suspected or unsuspected which were asserted or could have been asserted in, arising out of or in any way related to the facts and subject matter alleged in the Complaint.

9. WITHDRAWAL OF CLAIMS. The Plaintiffs acknowledge that within sixty (60) days of August 5, 2025, (consistent with the Court Order dated August 5, 2025, issued by Judge Laura J. Tocci), they will withdraw all Claims against the Township, HRG, and Stefanik's, by filing a Praecipe to Settle and Discontinue Beaver County Court of Common Pleas under docket No. 11504 of 2024.

10. NO ADMISSION OF LIABILITY. By making this Settlement Agreement and Release, the parties do not admit either expressly or by implication, to any violation of any law, regulation, or ordinance (whether federal, state or local). The Township, HRG, and Stefanik's make no admission to the validity of the claims or potential claims raised or that could have been raised by the Plaintiffs and, to the contrary, expressly and specifically deny the same.

11. CONFIDENTIALITY. The parties agree that they will keep the terms of this Settlement Agreement and Release confidential, subject to the Township's obligation as a local public agency to produce the Settlement Agreement and Release and/or disclose the contents pursuant to Pennsylvania's Right to Know law and Sunshine Law.

12. ATTORNEY FEES. By making this Settlement Agreement and Release, the parties agree that they are solely responsible for paying and satisfying their own respective attorneys' fees and costs incurred in this matter.

13. ADVICE OF COUNSEL. The parties acknowledge having been represented by legal counsel of their own choice. They further acknowledge to having been afforded the opportunity to review this Settlement Agreement and Release with their respective legal counsel and that by executing this Settlement Agreement and Release the parties represent to having carefully read it in its entirety prior to signing it and further represent to understanding and assenting to all the terms and conditions herein and to voluntarily entering into this Settlement Agreement and Release.

14. GOVERNING LAW. This Settlement Agreement and Release shall be subject to and governed by the laws of the Commonwealth of Pennsylvania. Any action to enforce this Settlement Agreement and Release shall be brought in the Beaver County Pennsylvania Court of Common Pleas.

15. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the Parties, and there is no written or oral understanding, promise, or agreement directly or indirectly related to this Agreement that is not incorporated herein in full. This Agreement may not be modified except in writing signed by the parties. The Plaintiffs acknowledge the receipt and sufficiency of good and valuable consideration in exchange for the promises it makes in this Settlement Agreement and Release, inclusive of a general release of all Claims.

16. COUNTERPARTS. It is understood by the Parties that this Agreement may be executed in counterparts.

17. SEVERABILITY. Should any provision of this Settlement Agreement and Release be held by any court to be illegal, or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and such illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

18. HEADINGS. All paragraph headings are for convenience of the Parties only and are not to be construed as a substantive part of this Agreement.

19. EFFECTIVE DATE. This Agreement shall be effective on the date that the last party executes the Settlement Agreement and Release as indicated hereinbelow.

[EXECUTION OF SIGNATURES ON THE FOLLOWING PAGE]

WHEREFORE, the Parties hereto, intending to be legally bound by the terms herein, have duly executed and delivered this Settlement Agreement and Release.

Date:

9/5/25

Date:

9/5/2025

Date:

Date:

Date:

Date:

Date:

THE PLAINTIFFS:

By:

Edward Russman

By:

Renee Russman

By:

Ryan Pistorius

By:

Bethany Pistorius

THE DEFENDANTS:

By:

Hopewell Township

By:

Herbert, Rowland & Grubie, Inc.

By:

Stefanik's Next Generation Contracting,
Co.

WHEREFORE, the Parties hereto, intending to be legally bound by the terms herein, have duly executed and delivered this Settlement Agreement and Release.

THE PLAINTIFFS:

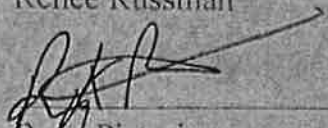
Date: _____

By: _____
Edward Russman

Date: _____

By: _____
Renee Russman

Date: 9/5/25

By:  _____
Ryan Pistorius

Date: 9.5.25

By:  _____
Bethany Pistorius

THE DEFENDANTS:

Date: _____

By: _____
Hopewell Township

Date: _____

By: _____
Herbert, Rowland & Grubic, Inc.

Date: _____

By: _____
Stefanik's Next Generation Contracting,
Co.

WHEREFORE, the Parties hereto, intending to be legally bound by the terms herein, have duly executed and delivered this Settlement Agreement and Release.

THE PLAINTIFFS:

Date: _____

By: _____
Edward Russman

Date: _____

By: _____
Renee Russman

Date: _____

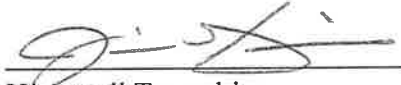
By: _____
Ryan Pistorius

Date: _____

By: _____
Bethany Pistorius

THE DEFENDANTS:

Date: 9/15/2025

By: 
Hopewell Township

Date: 9/15/2025

By: 
Herbert, Rowland & Grubic, Inc.

Digitally signed by Douglas E. Weikel, PE
DN: O=Herbert, Rowland & Grubic, Inc., CN=Douglas E. Weikel, PE, E=dweikel@hrg-inc.com
Reason: I am approving this document
Date: 2025.09.15 10:31:49-04'00'
Root XDP Reader Version: 2025.2.0

Date: 09/15/2025

By: 
Jonathan J. Stefanik
Stefanik's Next Generation Contracting,
Co.

Digitally signed by Jonathan J. Stefanik
DN: C=US, E=jj@stefaniks.com, CN=Jonathan J. Stefanik
Date: 2025.09.15 09:30:18-04'00'