Gmail by Google

Patty Lynch <plynch@allenhurstnj.org>

OPRA Request - Wronko - 11-01-2019

1 message

Patty Lynch <plynch@allenhurstnj.org> Wed, Nov 27, 2019 at 12:04 PM
To: wronko@hotmail.com
Cc: Donna Campagna <dcampagna@allenhurstnj.org>

Attached are responses to your OPRA request of 11-01-2019.

Please confirm receipt.

Thank you.

Patty Lynch
Administrative Assistant
Borough of Allenhurst
732-531-2757
Fax 732-531-8694

Response - Wronko - 11-1-2019.pdf
2009K

Gmail by Google

Donna Campagna <dcampagna@allenhurstnj.org>

OPRA REQUEST

1 message

Steven Wronko <wronko@hotmail.com> Fri, Nov 1, 2019 at 3:39 PM
To: "dcampagna@allenhurstnj.org" <dcampagna@allenhurstnj.org>

This is a public records request under opra and common law.

I would like a copy of all Standard Operating Procedures and policies, please include any addendum's that are active and current as of November 1, 2019

I would like a copy of the banned users page for the Allenhurst Police Departments Facebook Page and Twitter accounts that are most current as of November 1, 2019

I would like a copy of the page roles page for the Allenhurst Police Departments Facebook Page and Twitter accounts that are most current as of November 1, 2019.

I would like a copy of all deleted comments or screenshots for the Allenhurst Police Departments Facebook Page and Twitter accounts from January 1, 2018 f November 1, 2019.

I would like a copy of the filter/censored words page for the Allenhurst Police Departments Facebook Page and Twitter accounts that are most current as of November 1, 2019.

I would like a copy of all settlement agreements for allenhurst from january 1, 2013 through November 1, 2019

I would like a copy of all tort claim notices for allenhurst from january 1, 2013 through November 1, 2019

I would like a copy of the Chief of police's email logs (Sender, date and subject) from June 1, 2019 through November 1, 2019

I would like a copy of your tort claims notice form that is current as of november 1, 2019

BOROUGH of ALLENHURST

November 27, 2019

Steven Wronko
wronko@hotmail.com

Dear Mr. Wronko:

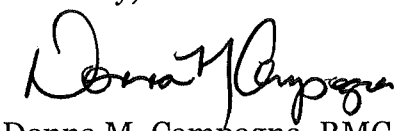
The Borough of Allenhurst and the official Records Custodian are in receipt of your Open Public Records Act (OPRA) request dated November 1. 2019. As you know, your November 1, 2019 OPRA request sought an electronic copy of the following:

1. All Standard Operating Procedures and Policies to include any addendum's that are active and current as of November 1, 2019;
2. Banned users page for the Allenhurst Police Departments Facebook Page and Twitter accounts that are most current as of November 1, 2019;
3. Page roles page for the Allenhurst Police Departments Facebook Page and Twitter accounts that are most current as of November 1, 2019;
4. All deleted comments or screenshots for the Allenhurst Police Departments Facebook Page and Twitter accounts from January 1, 2018 to November 1, 2019;
5. Filter/censored words page for the Allenhurst Police Departments Facebook Page and Twitter accounts that are most current as of November 1, 2019;
6. Settlement agreements for Allenhurst from January 1, 2013 through November 1, 2019;
7. Tort claim notices for Allenhurst from January 1, 2013 through November 1, 2019;
8. Chief of police's email logs (sender, date and subject) from June 1, 2019 through November 1, 2019; and
9. Borough's tort claims notice form that is current as of November 1, 2019

As you also know, by correspondence dated November 7, 2019 and by way of numerous email communications, Chief Michael B. Schneider provided you with electronic copies of any and all documents that were responsive to request numbers 1, 2, 3, 4, 5, and 8. To the extent there were no documents provided for one of these specific requests, same is an indication that the Borough of Allenhurst does not maintain any documents responsive to said request. In response to request numbers 6, 7 and 9, please see the attached.

If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the Borough of Allenhurst to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at P.O. Box 819, Trenton, NJ, 08625, by e-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

Sincerely,



Donna M. Campagna, RMC
Borough of Allenhurst
dcampagna@allenhurstnj.org

#6

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Limited Release (hereinafter referred to as the "Agreement") is entered into, on April 6th, 2018 by and between Employee, Christine L. Brown (hereinafter referred to as the "Employee") and the Employer, the Borough of Allenhurst (hereinafter referred to as the "Borough").

WHEREAS, the Employee is the tenured Certified Municipal Financial Officer ("CMFO") of the Borough; and

WHEREAS, the Borough brought a Petition seeking the Removal of the Employee's tenure pursuant to N.J.S.A. 40A:9-140.9 and Revocation of Employee's Chief Financial Certification Pursuant to N.J.S.A. 40A:9-140.12 for the reasons set forth in the Verified Petition, which is pending before the Office of Administrative Law under OAL Docket No.: CLG 02705-2018S and Agency Reference No.: DLGS-CERT-18-1, (hereinafter referred to as the "Petition"); and

WHEREAS, the Employee denies the allegations presented in the Verified Petition; and

WHEREAS, the Employee and Borough desire to settle fully and finally the issues raised in the aforementioned Petition.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, it is hereby agreed as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated herein as if set forth more fully at length.

2. **RESIGNATION.** Employee does hereby voluntarily resign her position as tenured CMFO with the Borough. Employee hereby acknowledges that her last day working for the Borough was November 17, 2016 and that she has not performed any work for the Borough since then. This resignation is made by her voluntary act and deed, which has in no way been coerced by the Borough, whatsoever.

3. **RETURN OF BOROUGH PROPERTY.** Employee acknowledges that she has in her possession a lap top computer belonging to the Borough provided to her by the Borough in conjunction with her duties and responsibilities as CMFO. Within 14 days of the date hereof, Employee will return the Borough's lap top computer to the Borough with all of the Borough's software and data intact. Employee shall remove from said computer any and all personal information she has placed on said device. Employee hereby agrees that the Borough shall have no responsibility for securing any of her personal information left on the device at the time of its return, and specifically releases and holds the Borough harmless from any liability related to any personal information she fails to remove from said device.

4. **NO ADMISSION OF LIABILITY.** Nothing in this Agreement shall be construed as an admission or concession of liability or wrongdoing by the Borough or Employee. Rather, this

Agreement is being offered for the sole purpose of resolving, cooperatively and amicably, the Verified Petition and employment issues raised therein.

5. **CONSIDERATION.** In consideration for her resignation of her tenured position as CMFO for the Borough, the Borough will withdraw the Verified Petition seeking Revocation of Employee's Chief Financial Certification Pursuant to N.J.S.A. 40A:9-140.12. The Employee hereby acknowledges and agrees that withdrawal of the Verified Petition seeking Revocation of Employee's Chief Financial Certification Pursuant to N.J.S.A. 40A:9-140.12 is adequate and sufficient consideration for her making this Agreement.

6. **ADDITIONAL CONSIDERATION.** Employee understands that, as additional consideration for the promises and agreements set forth herein, the Parties agree that, subject to the expiration of the Revocation Period set forth in Paragraph 23 below, and provided that the Employee has not revoked this Agreement as provided therein, the Borough will pay to Donald F. Burke, Esq. the sum of **FIFTEEN THOUSAND ($15,000.00) DOLLARS** as legal fees and costs relative to the Borough's Verified Petition to remove her tenure and Chief Financial Certification.

Employee hereby acknowledges and agrees that the Additional Consideration does NOT represent or compensate her for any "Damages" and belongs solely to Donald F. Burke, Esq. The Borough denies that any of its actions as an Employer have resulted in any "Damages" to the Employee, whatsoever.

The Parties hereby agree and acknowledge that the aforesaid Consideration and Additional Consideration are adequate and sufficient considerations for the making of this Agreement. This Agreement resolves all claims raised in the Verified Petition and any and all other claims that Employee has or may have against the Borough, accept those specifically exempted and specifically set forth herein.

7. **PAYMENT.** The Additional Consideration Payment shall be made within 30 days following the full execution of this Agreement and ratification of the same by the Board of Commissioners of the Borough at a regularly scheduled public meeting of the Borough. Said payment shall be without federal and state withholdings, taxes or other payroll deductions. The check shall be made payable to "Donald F. Burke, Esq."

In this regard, the Borough will issue an IRS Form 1099 only to the "Law Office of Donald F. Burke" regarding this payment with Box 3 ("other income") checked. Employee's counsel shall supply the Borough with an IRS Form W-9, which must be supplied before the check may be issued.

The Employee and her attorneys agree that no other amounts, including, but not limited to, interest or other fees, other than the Additional Consideration Payment, shall be sought by or owed to the Employee or to her attorneys by the Borough in connection with this Separation Agreement and the issues presented in the Verified Petition.

No representation is made regarding the state, federal and local taxes that may be owed by Employee with respect to the Additional Consideration Payment and she does hereby assume all

liability with respect to such taxes, if any. If any such taxes are owed, it shall be the sole responsibility of Employee and not the Borough.

8. **WAIVER AND RELEASE OF CLAIMS.** In resolving this dispute and in light of the Consideration and Additional Consideration set forth above, the Employee releases and forever discharges the Borough and its past, present and future officers, officials, council members, administrators, directors, attorneys, employees, insurers, reinsurers, agents, and their respective successors and assigns (hereinafter collectively referred to as the "Releasees"), jointly and severally, from any and all actions, complaints, causes of action, arising out of the Verified Petition for Removal of Employee from her position as CMFO.

9. **SPECIFIC CLAIM(S) SURVIVAL.** Notwithstanding the broad waiver and release set forth above, the Parties acknowledge that Employee believes she has claims of discrimination, harassment, and or retaliation based on her alleged disability or handicap as may be protected by the following: Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, 42 U.S.C. § 1981a, the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., the Older Workers Benefit Protection Act, 29 U.S.C. § 621 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq. The Parties hereby agree that, as Employee has not filed a lawsuit asserting these claims against the Borough as of the date of this Separation Agreement, the same shall survive beyond, and despite the execution of this Separation Agreement. All other claims, as stated in paragraph 8 above, are fully and completely extinguished hereby.

The Employee acknowledges that the Borough categorically denies any such claims and the Parties hereby agree that the Borough reserves all of its rights and defenses relative to any such claims as Employee may present in the future. The Borough acknowledges that the Employee categorically denies claims set forth in the Verified Petition. The Parties hereby agree that the Borough and Employee reserve all of their claims, rights and defenses relative to any such claims reserved by Employee in this agreement as may be presented in the future.

10. **DISABILITY RETIREMENT APPLICATION.** Borough and their representatives including but not limited to their Human Resource and Payroll departments, agree that they will cooperate with Employee, Employee's counsel and any and all representatives of the Division of Pension and Benefits, should Employee file for disability retirement benefits with respect to the administrative processing of such disability retirement application. Borough and their representatives specifically agree that they will not interfere with Employee's disability retirement application, should one be filed with the Division of Pension and Benefits.

It is agreed and understood by all parties that the terms of this Separation Agreement will not impact, in any way, on reinstatement rights in accordance with the provisions of N.J.S.A. 43:16A-8(2) or any successor statute.

It is agreed and understood that the Verified Petition was filed as a consequence of events associated with the allegations that Employee ceased performing her job function and/or was unable to perform her job functions for reasons that have not been fully disclosed to the Borough.

11. NO OTHER PROCEEDINGS. By her signature below, the Employee represents that there are no pending charges, administrative proceedings, criminal complaints or other claims of any nature whatsoever by the Employee against the Borough or any Releasees in any state or federal court or before any agency or other administrative body that are pending at this time. The Employee further represents and agrees that she has not filed any claims against the Borough or any Releasees with any local, state or federal enforcement agency, including, but not limited to, any law enforcement agency, the U.S. Department of Labor, the Equal Employment Opportunity Commission ("EEOC"), the New Jersey Department of Labor & Workforce Development, or the New Jersey Division on Civil Rights as of the time of entry into this Separation Agreement.

12. WITHDRAWAL OF PETITION. Upon receipt of Employee's executed version of this Separation Agreement, and following the ratification of this Separation Agreement by the Board of Commissioners of the Borough, the Borough will withdraw the Verified Petition in its entirety and will take no further action respecting Employee's Chief Financial Certification Pursuant to N.J.S.A. 40A:9-140.12.

13. NO PRIOR OBLIGATION TO MAKE PAYMENTS; ADEQUATE CONSIDERATION. The Employee acknowledges and agrees that absent her signing this Separation Agreement and complying with all terms of the Separation Agreement, the Borough is not required by any policy, plan or prior agreement to pay the Additional Consideration Payment and that the Additional Consideration Payment, when combined with the Consideration to cease the pursuit of a revocation of her Chief Financial Certification Pursuant to N.J.S.A. 40A:9-140.12, constitutes adequate consideration to support Employee's release of Claims in Paragraph 8 above.

14. NON-DISPARAGEMENT. The Parties mutually agree that they will not make any negative comments or disparaging remarks, in writing, orally or electronically, about the each other, including their respective officers, directors, attorneys and employees. Nothing in this paragraph or this Separation Agreement shall be interpreted to restrict or inhibit the Employee's right and obligation (i) to testify truthfully in any forum or (ii) to cooperate fully in any investigation by a governmental agency. Similarly, the Borough agrees that it will not make any negative comments or disparaging remarks, in writing, orally or electronically, about the Employee. Neither the Employee nor the Borough shall refer to themselves or to the other party as the winning or losing party regarding the Verified Petition.

15. COUNTERPARTS; ENTIRE AGREEMENT; NO ORAL MODIFICATION. This Separation Agreement may be executed in counterparts, which together shall comprise the entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, written or oral, expressed or implied. No other promises, agreements or amendments, or any separate agreement relating to the subject matter of this Agreement shall be binding or shall modify this Agreement unless expressed in writing and signed by all parties hereto. Signatures transmitted by facsimile machine or electronically in Portable Document Format (PDF) or similar software shall be treated as originals for purposes of this Agreement. The Parties hereby acknowledge that this Separation Agreement consists entirely of eight (8) pages, with the signatures appearing on pages seven (7) and eight (8).

16. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

17. **SEVERABILITY.** Nothing in this Agreement is intended to violate any law or shall be interpreted to violate any law. If any paragraph or part or subpart of any paragraph in this Agreement or the application thereof is construed to be overbroad and/or unenforceable, then the court making such determination shall have the authority to narrow the paragraph or part or subpart of the paragraph as necessary to make it enforceable and the paragraph or part or subpart of the paragraph shall then be enforceable in its/their narrowed form. Moreover, each paragraph or part or subpart of each paragraph in this Agreement is independent of and severable (separate) from each other. In the event that any paragraph or part or subpart of any paragraph in this Agreement is determined to be legally invalid or unenforceable by a court and is not modified by a court to be enforceable, the affected paragraph or part or subpart of such paragraph shall be stricken from the Agreement, and the remaining paragraphs or parts or subparts of such paragraphs of this Agreement shall remain in full, force and effect.

18. **HEADINGS.** The headings contained in this Agreement are for convenience of reference only and are not intended, and shall not be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement, and they shall not affect the meaning or interpretation of this Agreement.

19. **PLAIN MEANING.** Each party has had the opportunity to revise, comment upon and redraft this Agreement. Accordingly, it is agreed that the terms and conditions of this Agreement shall be construed according to their plain meaning, as if the parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted or construed in favor of or against either the Employee or the Borough.

20. **STRICT ADHERENCE.** The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

21. **WHO IS BOUND.** All parties are bound by this Agreement and each of its provisions. Anyone who succeeds to their rights and responsibilities, such as their successors and assigns, as well as the Employee's heirs and the executor of her estate, also are bound. This Agreement is made for the benefit of all the parties hereto and all who succeed to their rights and responsibilities, and expressly includes their officials, employees, agents, attorneys, successors and assigns.

22. **ACKNOWLEDGMENTS AND REPRESENTATIONS OF THE EMPLOYEE.** The Employee agrees and represents that:

i. she has read carefully the terms of this Separation Agreement, including the Waiver and Release;

ii. she had an opportunity to and has been encouraged to review this Agreement, including the Waiver and Release, with her attorney, Donald F. Burke, Esq.;

iii. she understands the meaning and effect of the terms of this Agreement, including the Waiver and Release;

iv. the entry into and execution of this Agreement, including the Waiver and Release, is of her own free and voluntary act without compulsion of any kind;
v. no promise or inducement not expressed herein has been made to her; and
vi. she has adequate information to make a knowing and voluntary waiver and release of claims.

23. REVOCATION PERIOD. The Employee understands that she has the right to revoke this Agreement for a period of seven (7) days after her execution of this Agreement. ("Revocation Period"). If the Employee timely revokes this Agreement, the Employee is indicating that she does not want to be legally bound by this Agreement. The Agreement shall not be effective until after the Revocation Period has expired without the Employee having revoked it. To revoke this Agreement, the Employee must send a letter via first class regular mail to the attention of David A. Laughlin, Esq., Birdsall & Laughlin, LLC, P.O. Box 1380, Wall, New Jersey 07719. The letter must state that the Employee is revoking her agreement to enter into this Separation Agreement and be post-marked within seven (7) days of the Employee's execution of this Agreement. If the seventh day is a Sunday or federal holiday, then the letter must be post-marked on the following business day. If the Employee revokes this Separation Agreement on a timely basis, she shall not be eligible to receive the Additional Consideration Payment set forth in Paragraph 6.

24. NON-AGREEMENT. If this Agreement is not fully executed by all parties, or if the Employee notifies the Borough that she wishes to revoke this Agreement pursuant to Paragraph 23 above, then this Agreement shall become null and void and shall be of no effect and the parties will be left to their respective legal and contractual rights and remedies.

SIGNATURE PAGE
(1 of 2)

IN WITNESS WHEREOF, this Separation Agreement has been signed by the parties on the day and year set forth herein.

WITNESS:

By: _____
Thomas A. Burke

Date: April 6, 2018

EMPLOYEE, CHRISTINE L. BROWN

By: _____
Christine L. Brown

Date: April 6, 2018

ACKNOWLEDGMENT

STATE OF NEW JERSEY }
} **SS:**
COUNTY OF MONMOUTH }

I CERTIFY that on the 6th day of April, 2018, **Christine L. Brown**, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.

_____
Patricia F. Burke, Esquire
An Attorney-at-Law of the
State of New Jersey

Signed and sworn before me
on this 5th day of April, 2018

_____

SIGNATURE PAGE
(2 of 2)

WITNESS:

By: _____
Donna Campagna, R.M.C.

Date: April 10, 2018

BOROUGH OF ALLENHURST

By: _____
David J. McLaughlin, Mayor

Date: April 10, 2018

#1

BOROUGH of ALLENHURST

Date: March 13, 2018

Dear Claimant:

Your recent communication in which you indicated an intention to assert a claim against the Borough of Allenhurst or against an official, employee or Department of the Borough of Allenhurst has been received.

In accordance with the provisions of the New Jersey Tort Claims Act, the Borough has adopted an official form to be completed by any individual seeking to assert a claim against the Borough or against any official, employee or Department of the Borough.

A copy of the Claim Form is enclosed and includes a form authorizing us to obtain reports with respect to your injury if necessary.

Your claim will not be considered as filed and cannot be evaluated until you return the completed form and provide the information required.

You should be aware of the fact that the New Jersey Tort Claims Act included limitations on claims against public bodies and established time limits for the filing of those claims.

Notice of the claim against the public body generally must be filed within 90 days after the incident giving rise to the claim. No Notice of Tort Claim may be filed after the 90 day period unless there is an Order from the New Jersey Superior Court allowing the late filing of the Notice of Tort Claim. Such an Order can be granted only within one year form the date of the incident and only where the Court determined that good cause exists to permit the late filing.

Very truly yours,

Donna M. Campagna

Donna M. Campagna, RMC
Clerk/Administrator

125 Corlies Avenue Allenhurst, NJ 07711 Tel (732) 531-2757 Fax (732) 531-8694
www.allenhurstnj.org

GENERAL INSTRUCTIONS: Pursuant to the provisions of the New Jersey Tort Claims Act, this Notice of Tort Claim form has been adopted as the official form for the filing of claims against the Borough of Allenhurst.

The questions are to be answered to the extent of all information available to the Claimant or to his or her attorneys, agents, servants, and employees, under oath. The fully completed Claim Form and the documents requested shall be returned to the:

Donna Campagna, Acting Clerk/Administrator
Borough of Allenhurst
125 Corlies Avenue
Allenhurst, NJ 07711

NOTE CAREFULLY: Your claim will not be considered filed as required under the New Jersey Tort Claims Act until this completed form has been filed with the Borough of Allenhurst. Failure to provide the information requested, including such responses as "To Be Provided" or "Under Investigation" will result in the claim being treated as not being properly filed.

Timely Notices of Claim must be filed within 90 days after the incident giving rise to the claim.

This form is designed as a general form for use with respect to all claims. Some of the questions may not be applicable to your particular claim. For example, if your claim does not arise out of an automobile accident, questions regarding road conditions might not be applicable. In that event, please indicate "Not Applicable."

It you are unable to answer any questions because of a lack of information available to you, specify the reason the information is not available to you. If a question asks that you identify a document, it will be sufficient to furnish true and legible copies. Where a question asks that you "identify all persons," provide the name, address and telephone number of the person.

If you need more space to provide a full answer, attach supplementary pages, identifying the continuation of the answer with the number of the applicable question.

DEFINITIONS:

"Claimant" shall refer to the person or persons on whose behalf the Notice of Claim has been filed with the Borough.

"Documents" shall refer to any written, photographic, or electronic representation, and any copy thereof, including, but not limited to, computer tapes and/or disks, videotapes and other material relating to the subject matter of the claim.

"Person" shall include in its meaning a partnership, joint venture, corporation, association, trust or any other kind of entity, as well as a natural person.

"Public Entity" shall refer to the Borough of Allenhurst along with any agent, official, or employee of the Borough of Allenhurst against whom a claim is asserted by the Claimant.

NOTE: That the questions are divided into sections relating to the claimant, the claim, property damage, personal injury and the basis for the claim against the public entity or public employee.

If the claim involves only property damage, the portion on personal injuries need not be answered. If the claim involves no property damage, then the portion on property damage need not be answered.

Authorization for Release of Medical and Hospital Records

Date: _____

To: Orthopaedic Sports Medicine, Jersey Shore Medical Center
~~University Radiology Group~~
Barron Emergency Physicians

Re: Faye Brandow
Patient's Name

[redacted]
Social Security Number

578 No Edgemere Dr.
W. Allenhurst, NJ
Address

_____
Claim Number

You are hereby authorized and requested to disclose, make available and furnish to:

_____
_____

all information, records, x-rays, reports or copies thereof relating to my examination, consultation, confinement or treatment and to permit him or her to inspect and make copies or abstracts thereof.

Approximate date of admission to hospital, first examination, treatment of consultation:

_____
_____

A photocopy of this release form, bearing a photocopy of my signature shall constitute you authorization for the release of the information in accordance with the request made to you.

Signature: _____ Date: 04/08/2018

25. If any treatments, operations, or other form of surgery in the future has been recommended to alleviate any injury or condition resulting from the incident which forms the basis of the claim, state in detail (a) the nature and extent of the treatment, operation, or surgery, (b) the purpose thereof and the results anticipated or expected, (c) the name and address of the doctor who recommended the treatments operations or surgery, (d) the name and address of doctor who will administer or perform the same, (e) the estimated medical expenses to be incurred, (f) the estimated length of time of treatments, operation or surgery, period of hospitalization and period of convalescence, (g) all other losses or expenditure anticipated as a result of the treatment, operations or surgery, (h) further if it is your intention to undergo the treatments, operation or surgery, please give an approximate date.

N/A

26. Itemize any and all expense incurred for hospital, doctors, nurses, x-rays, medicines, care and appliances and indicate which expenses were paid by any insurance coverage.

attached

27. If employed at the time of the alleged injury forming the basis of the claim state (a) the name and address of the employer, (b) position held and the nature of the work performed, (c) average weekly wages for the year prior to the injury, (d) period of time lost form employment, giving dated, (e) amount of wages lost, if any. List any sources of income continuation or replacement, including, but not limited to, workers' compensation, disability income, social security and income continuation insurance.

N/A

28. If other loss of income, profit or earnings is claimed, state (a) total amount of loss, (b) give a complete detailed computation of the loss, (c) the nature and dates of the loss.

N/A

29. If you are claiming lost wages state (a) the date that the employment began, (b) the name and address of the employer, (c) the position held and the nature of the work performed, (d) the average weekly wages. Attach copies of pay stubs or other complete payroll record for all wages received during the year.

N/A

DOCUMENT REQUEST: Provide all documents identified in your answers to the above questions.

attached

CERTIFICATION: I hereby certify that the information provided is the truth and is the full and complete response to the questions, to the best of my knowledge.

Signature of Claimant: _____

Date: 04/09/2018

12. If you or any of the parties to this action or any of the witnesses made any statements or admissions, set forth what was said; by whom said; the date and place where said; and in whose presence, giving names and addresses of any persons having knowledge thereof.

N/A

13. State the total amount of your claim and the basis on which you calculated the amount claimed.

$2953.79 Reimbursh Insurance & Patient

14. Provide copies of all documents, memoranda, correspondence, reports (including police reports), etc. Which discuss, mention or pertain to the subject matter of this claim.

Attach

15. Provide the names and addresses of all persons or entities against whom claims have been made for injuries or damages arising out of the incident forming the basis of this claim and give the basis for the claim against each.

Horizon Blue Cross

PROPERTY DAMAGE CLAIM

16. If your claim is for property damage, attach a description of the property and an estimate of the cost of repair. If your claim does not involve any claim for property damage, enter "None."

N/A

Note: If your claim is for property damage only, initial here and proceed directly to the certification section on the next to last page of this form.

Initials:_____

PERSONAL INJURY CLAIMS

17. Was any complaint made to the public entity or to any official or employee of the public entity. State the time and place of the complaint and the person or persons to whom the complaint was made.

See Police Report

18. Describe in detail the nature, extent and duration of any and all injuries.

Fractured elbow.

19. Describe in detail any injury or condition claimed to be permanent.

Healed

20. If confined to any hospital, state name and address of each and the dates of admissions and discharge. Include all hospital admissions prior to and subsequent to the alleged injury and give the reason for each admission.

N/A

21. If x-rays were taken, state (a) the address of the place where each was taken, (b) the name and address of the person who took them, (c) the date when each was taken, (d)what each disclosed, (e)where and in whose possession they now are. Include all x-rays, whether prior to or subsequent to the alleged injury forming the basis of the claim.

attached

22. If treated by doctors, including psychiatrist or psychologist, state (a) the name and present address of each doctor, (b) the dates and places where treatments were treatments are continuing, the schedule of continuing treatments. Provide true copies of all written reports rendered to you or about you by any doctor whom you propose to have testify on your behalf.

attached

23. If you have any physical impairment which you allege is caused by the injury forming the basis of your claim and which is affecting your ordinary movement, hearing or sight, state in detail, the nature and extent of the impairment and what corrective appliances, support or device you use to overcome or alleviate the impairment.

N/A

24. If you claim that a previous injury has been aggravated or exacerbated, describe the injury and give the name and present address of each doctor who treated you for the condition, the period during which treatment was received and the cause of the previous injury. Specifically list any impairment, including use of eyeglasses, hearing aid or similar device, which existed at the time of the injury forming the basis of the claim.

N/A

5. List any and all individuals who were witnesses to or who have knowledge of the facts of the incident which gave rise to the claim. Provide the full name and address of each individual.

Kate Glynn c/o Cravings 310 main St, Allenhurst
732-531-7122

6. Identify all public entities or public employees (by name and position) alleged to have caused the injury or property damage and specify as to each public entity or employee the exact nature of the act or omission alleged to have caused the injury or property damage.

N/A

7. If you claim that the injury or property damage was caused by a dangerous condition of property under the control of the public entity, specify the nature of the alleged dangerous condition, and the manner in which you claim the condition caused the injury.

Municipal lot was not cleared of ice causing fall

8. If you allege a dangerous condition of public property, state the specific basis on which you claim that the public entity was responsible for the condition and the specific basis and date on which you claim that the public entity was given notice of the alleged dangerous condition. **Statements such as "should have known" and "common knowledge" are insufficient.**

see above

9. If you or any other party or witness consume any alcoholic beverages, drugs or medications within twelve hours before the incident forming the basis of the Claim, identify the person consuming the same and for each person (a) what was consumed, (b) the quantity thereof, (c) where consumed, (d) the names and addresses of all persons present.

N/A

10. If you have received any money or thing of value for your injuries or damages from any person, firm or corporation, state the amounts received, the dates, names and addresses of the payers. Specifically list any policies of insurance, including policy number and claim number, from which benefits have been paid to you or to any person of your behalf, including doctors, hospitals or any person repairing damage to property.

See attachment

11. If any photographs, sketches, charts, or maps were made with respect to anything which is the subject matter of the Claim, state the date thereof, the names and addresses of the persons making the maps and of the persons who have present possession thereof. Attach copies of any photographs, sketched, charts or maps.

N/A

INFORMATION ON THE CLAIMANT

1. Provide the following information with respect to the Claimant:

Faye Brandow

Any other name by which the claimant is known.

N/A

Address at the time of the incident giving rise to the claim.

578 North Edgemere Drive
Allenhurst, NJ 07711

Marital Status (at the time of the incident and current).

Single

Identify each person residing with the claimant and the relationship, if any, of the person to the Claimant.

Robert Brandow - Father
Kathleen Brandow - Mother
John Brandow - brother

2. Provide all addresses of the Claimant for the last 10 years, the dates of the residence, the persons residing at the addresses at the same time as the Claimant resided at the address and the relation, of any of the persons to the Claimant.

Same as above since 2004

INFORMATION ON ALL CLAIMS

3. Provide the exact date, time and place of the incident forming the basis of the claim and the weather conditions prevailing at the time.

January 9th, 6:55 am at municipal parking lot on Allen Avenue. Parking lot was icy.

4. Provide the Claimant's complete version of the events the form the basis of the claim.

Slipped on icy, fell backwards and fractured elbow.

NOTICE OF TORT CLAIM PURSUANT TO N.J.S.A. 59:8-1 et. seq.

NOTICE OF CLAIM OF **EILEEN LATI**

AGAINST **BOROUGH OF ALLENHURST; STATE OF NEW JERSEY; STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION**

THIS CLAIM is presented in accordance with the procedures as outlined in the New Jersey Tort Claims Act.

1. NAME AND ADDRESS OF CLAIMANT

Elleen Lati
1630 E. 5th Street
Brooklyn, NY 11230

TELEPHONE NUMBER 718-339-0920

2. NAME AND ADDRESS OF INDIVIDUAL TO WHOM NOTICE IS TO BE SENT:

State of New Jersey
c/o Attorney General
Office of the Attorney General
Hughes Justice Complex
P.O. Box 080, 25 Market Street
Trenton, NJ 08625-0081

State of New Jersey Department of Transportation
c/o Attorney General
Office of the Attorney General
Hughes Justice Complex
P.O. Box 080, 25 Market Street
Trenton, NJ 08625-0081

Donna Campagna, Clerk
Borough of Allenhurst
125 Corlies Avenue
Allenhurst, NJ 07711

3. OCCURRENCE:

(A) DATE AND TIME: September 9, 2018 @ approximately 7:30 p.m.

(B) PLACE: he public sidewalk adjacent to State Highway 71 and adjacent to the property located at 127 Cedar Avenue, Allenhurst, New Jersey.

(C) CIRCUMSTANCE: Claimant tripped and fell over a raised sidewalk.

4. GENERAL DESCRIPTION OF INJURY:

Claimant sustained injuries to her right arm and shoulder which will be more specifically diagnosed by her treating physicians.

5. NAME OF PARTY RESPONSIBLE Borough of Allenhurst; State of New Jersey; State of New Jersey Department of Transportation

6. AMOUNT OF DAMAGES CLAIMED $ 500,000.00

If this public entity utilized specific forms and the information contained herein is not sufficient, kindly contact the claimant c/o Brian E. Ansell, Esquire, 1500 Lawrence Avenue, CN 7807, Ocean, New Jersey 07712.

ANSELL GRIMM & AARON P.C.
Attorneys for Claimant

By: _____
Brian E. Ansell, Esquire

A. PLACE PRESENTED Donna Campagna, Clerk
Borough of Allenhurst
125 Corlies Avenue
Allenhurst, NJ 07711

B. DATE PRESENTED October 1, 2018

C. MANNER OF PRESENTATION Certified Mail/Return Receipt Requested

GENERAL INSTRUCTIONS: Pursuant to the provisions of the New Jersey Tort Claims Act, this Notice of Tort Claim form has been adopted as the official form for the filing of claims against the Borough of Allenhurst.

The questions are to be answered to the extent of all information available to the Claimant or to his or her attorneys, agents, servants, and employees, under oath. The fully completed Claim Form and the documents requested shall be returned to the:

Donna Campagna, Acting Clerk/Administrator
Borough of Allenhurst
125 Corlies Avenue
Allenhurst, NJ 07711

NOTE CAREFULLY: Your claim will not be considered filed as required under the New Jersey Tort Claims Act until this completed form has been filed with the Borough of Allenhurst. Failure to provide the information requested, including such responses as "To Be Provided" or "Under Investigation" will result in the claim being treated as not being properly filed.

Timely Notices of Claim must be filed within 90 days after the incident giving rise to the claim.

This form is designed as a general form for use with respect to all claims. Some of the questions may not be applicable to your particular claim. For example, if your claim does not arise out of an automobile accident, questions regarding road conditions might not be applicable. In that event, please indicate "Not Applicable."

It you are unable to answer any questions because of a lack of information available to you, specify the reason the information is not available to you. If a question asks that you identify a document, it will be sufficient to furnish true and legible copies. Where a question asks that you "identify all persons," provide the name, address and telephone number of the person.

If you need more space to provide a full answer, attach supplementary pages, identifying the continuation of the answer with the number of the applicable question.

DEFINITIONS:

"Claimant" shall refer to the person or persons on whose behalf the Notice of Claim has been filed with the Borough.

"Documents" shall refer to any written, photographic, or electronic representation, and any copy thereof, including, but not limited to, computer tapes and/or disks, videotapes and other material relating to the subject matter of the claim.

"Person" shall include in its meaning a partnership, joint venture, corporation, association, trust or any other kind of entity, as well as a natural person.

"Public Entity" shall refer to the Borough of Allenhurst along with any agent, official, or employee of the Borough of Allenhurst against whom a claim is asserted by the Claimant.

NOTE: That the questions are divided into sections relating to the claimant, the claim, property damage, personal injury and the basis for the claim against the public entity or public employee.

If the claim involves only property damage, the portion on personal injuries need not be answered. If the claim involves no property damage, then the portion on property damage need not be answered.

RECEIVED
MAR 06 2019
BOROUGH OF ALLENHURST
4:20 pm
EM

INFORMATION ON THE CLAIMANT

1. Provide the following information with respect to the Claimant:

Ernest G. Mignoli 400 Deal Lake Drive 5D
Asbury Park, NJ 07712
201-679-3350
[redacted]

Any other name by which the claimant is known.

N/A

Address at the time of the incident giving rise to the claim.

December 7, 2018 and before, during, after dates to be provided —

Marital Status (at the time of the incident and current).

Single

Identify each person residing with the claimant and the relationship, if any, of the person to the Claimant.

None

2. Provide all addresses of the Claimant for the last 10 years, the dates of the residence, the persons residing at the addresses at the same time as the Claimant resided at the address and the relation, of any of the persons to the Claimant.

N/A

INFORMATION ON ALL CLAIMS

3. Provide the exact date, time and place of the incident forming the basis of the claim and the weather conditions prevailing at the time. 12/7/18 and am - PM Freehold NJ - Allenhurst NJ Municipal complexes

4. Provide the Claimant's complete version of the events the form the basis of the claim. 12/7/18 on before after APD Police Chief Michael Schneider - UPO APD Edson and multiple Police Fire and Municipal Employees - Allenhurst Mayor Council/Counsel did collude and conspire across Municipalities, [Long Branch Deal - Asbury Park Allenhurst] to give known false testimony - factless malicious statements character assassination, denial of due process ADA VVC Civil Rights - law code and character false statements false testimony

and witness tampering

5. List any and all individuals who were witnesses to or who have knowledge of the facts of the incident which gave rise to the claim. Provide the full name and address of each individual. Peter DeLisa Eugene Dello Guy Thompson John Grescia Garrett Giberson - Kevin Keddy David Kelso Will Reng Robert Fong 142 Thomas Siscilano III APD upon Edson David Devane Scott Basen Daniel Dilenardo

6. Identify all public entities or public employees (by name and position) alleged to have caused the injury or property damage and specify as to each public entity or employee the exact nature of the act or omission alleged to have caused the injury or property damage. to be provided - determined

7. If you claim that the injury or property damage was caused by a dangerous condition of property under the control of the public entity, specify the nature of the alleged dangerous condition, and the manner in which you claim the condition caused the injury. to be provided - determined

8. If you allege a dangerous condition of public property, state the specific basis on which you claim that the public entity was responsible for the condition and the specific basis and date on which you claim that the public entity was given notice of the alleged dangerous condition. **Statements such as "should have known" and "common knowledge" are insufficient.** to be determined

9. If you or any other party or witness consume any alcoholic beverages, drugs or medications within twelve hours before the incident forming the basis of the Claim, identify the person consuming the same and for each person (a) what was consumed, (b) the quantity thereof, (c) where consumed, (d) the names and addresses of all persons present. None

10. If you have received any money or thing of value for your injuries or damages from any person, firm or corporation, state the amounts received, the dates, names and addresses of the payers. Specifically list any policies of insurance, including policy number and claim number, from which benefits have been paid to you or to any person of your behalf, including doctors, hospitals or any person repairing damage to property. unknown at this time

11. If any photographs, sketches, charts, or maps were made with respect to anything which is the subject matter of the Claim, state the date thereof, the names and addresses of the persons making the maps and of the persons who have present possession thereof. Attach copies of any photographs, sketched, charts or maps. many - Multiple to be provided

12. If you or any of the parties to this action or any of the witnesses made any statements or admissions, set forth what was said; by whom said; the date and place where said; and in whose presence, giving names and addresses of any persons having knowledge thereof.

Unknown at this time —

13. State the total amount of your claim and the basis on which you calculated the amount claimed.

to be determined by trial - jury - and Provided estimates

14. Provide copies of all documents, memoranda, correspondence, reports (including police reports), etc. which discuss, mention or pertain to the subject matter of this claim.

to be Provided

15. Provide the names and addresses of all persons or entities against whom claims have been made for injuries or damages arising out of the incident forming the basis of this claim and give the basis for the claim against each.

PROPERTY DAMAGE CLAIM

to be determined / Provided

16. If your claim is for property damage, attach a description of the property and an estimate of the cost of repair. If your claim does not involve any claim for property damage, enter "None."

Note: If your claim is for property damage only, initial here and proceed directly to the certification section on the next to last page of this form.

☐**Initials:**_____

PERSONAL INJURY CLAIMS

17. Was any complaint made to the public entity or to any official or employee of the public entity. State the time and place of the complaint and the person or persons to whom the complaint was made.

Numerous - many - to many to be provided

18. Describe in detail the nature, extent and duration of any and all injuries.

to be determined / provided

19. Describe in detail any injury or condition claimed to be permanent.

to be provided / determined

20. If confined to any hospital, state name and address of each and the dates of admissions and discharge. Include all hospital admissions prior to and subsequent to the alleged injury and give the reason for each admission.

to be provided

21. If x-rays were taken, state (a) the address of the place where each was taken, (b) the name and address of the person who took them, (c) the date when each was taken, (d)what each disclosed, (e)where and in whose possession they now are. Include all x-rays, whether prior to or subsequent to the alleged injury forming the basis of the claim.

to be provided

22. If treated by doctors, including psychiatrist or psychologist, state (a) the name and present address of each doctor, (b) the dates and places where treatments were treatments are continuing, the schedule of continuing treatments. Provide true copies of all written reports rendered to you or about you by any doctor whom you propose to have testify on your behalf.

to be provided

23. If you have any physical impairment which you allege is caused by the injury forming the basis of your claim and which is affecting your ordinary movement, hearing or sight, state in detail, the nature and extent of the impairment and what corrective appliances, support or device you use to overcome or alleviate the impairment.

to be provided - determined

24. If you claim that a previous injury has been aggravated or exacerbated, describe the injury and give the name and present address of each doctor who treated you for the condition, the period during which treatment was received and the cause of the previous injury. Specifically list any impairment, including use of eyeglasses, hearing aid or similar device, which existed at the time of the injury forming the basis of the claim.

Yes to be determined provided

25. If any treatments, operations, or other form of surgery in the future has been recommended to alleviate any injury or condition resulting from the incident which forms the basis of the claim, state in detail (a) the nature and extent of the treatment, operation, or surgery, (b) the purpose thereof and the results anticipated or expected, (c) the name and address of the doctor who recommended the treatments operations or surgery, (d) the name and address of doctor who will administer or perform the same, (e) the estimated medical expenses to be incurred, (f) the estimated length of time of treatments, operation or surgery, period of hospitalization and period of convalescence, (g) all other losses or expenditure anticipated as a result of the treatment, operations or surgery, (h) further if it is your intention to undergo the treatments, operation or surgery, please give an approximate date.

to be determined Provided

26. Itemize any and all expense incurred for hospital, doctors, nurses, x-rays, medicines, care and appliances and indicate which expenses were paid by any insurance coverage.

to be determined/Provided

27. If employed at the time of the alleged injury forming the basis of the claim state (a) the name and address of the employer, (b) position held and the nature of the work performed, (c) average weekly wages for the year prior to the injury, (d) period of time lost form employment, giving dated, (e) amount of wages lost, if any. List any sources of income continuation or replacement, including, but not limited to, workers' compensation, disability income, social security and income continuation insurance.

to be Provided - -

28. If other loss of income, profit or earnings is claimed, state (a) total amount of loss, (b) give a complete detailed computation of the loss, (c) the nature and dates of the loss.

to be determined Provided

29. If you are claiming lost wages state (a) the date that the employment began, (b) the name and address of the employer, (c) the position held and the nature of the work performed, (d) the average weekly wages. Attach copies of pay stubs or other complete payroll record for all wages received during the year.

to be determined/Provided

DOCUMENT REQUEST: Provide all documents identified in your answers to the above questions.

to be Provided

CERTIFICATION: I hereby certify that the information provided is the truth and is the full and complete response to the questions, to the best of my knowledge.

Signature of Claimant: Ernest G. Mignola

Date: 3/6/19

Authorization for Release of Medical and Hospital Records

N/A at this time →

Date: _____

To: _____
_____

Re: _____ _____
Patient's Name Social Security Number

_____ _____
_____ Claim Number
Address

You are hereby authorized and requested to disclose, make available and furnish to:

_____
_____

all information, records, x-rays, reports or copies thereof relating to my examination, consultation, confinement or treatment and to permit him or her to inspect and make copies or abstracts thereof.

Approximate date of admission to hospital, first examination, treatment of consultation:

_____
_____

A photocopy of this release form, bearing a photocopy of my signature shall constitute you authorization for the release of the information in accordance with the request made to you.

Signature: _____ Date: _____

MEMBERS

2017
~~2015~~ **GENERAL LIABILITY INCIDENTS**
(Other than Employee Injuries)

Date and Time of Occurrence: 7.31.17 3:15pm

Name of Injured Person: Lee Elmar

If minor, name of parent or guardian: _____

Age: 55 Sex: M

Address of Injured Person: 229 Elcbron Ave, Allenhurst

Phone Number of Injured Person: Home [redacted] Work: _____

Description of Occurrence: Gentleman slipped on the North West Corner of pool deck and hit back of head.

Describe Injury: Back head injury i was cut

What Treatment was Given at Scene: Yes

Was Allenhurst First Aid Called - YES ✓ NO ___

Where was Injured Taken: Jersey Shore Hospital

Witnesses (Name, Address & Phone Number)

Susan Elmar 908 309.6293

Remarks: _____

Reported by: John Cullen

#9

GENERAL INSTRUCTIONS: Pursuant to the provisions of the New Jersey Tort Claims Act, this Notice of Tort Claim form has been adopted as the official form for the filing of claims against the Borough of Allenhurst.

The questions are to be answered to the extent of all information available to the Claimant or to his or her attorneys, agents, servants, and employees, under oath. The fully completed Claim Form and the documents requested shall be returned to the:

Donna Campagna, Acting Clerk/Administrator
Borough of Allenhurst
125 Corlies Avenue
Allenhurst, NJ 07711

NOTE CAREFULLY: Your claim will not be considered filed as required under the New Jersey Tort Claims Act until this completed form has been filed with the Borough of Allenhurst. Failure to provide the information requested, including such responses as "To Be Provided" or "Under Investigation" will result in the claim being treated as not being properly filed.

Timely Notices of Claim must be filed within 90 days after the incident giving rise to the claim.

This form is designed as a general form for use with respect to all claims. Some of the questions may not be applicable to your particular claim. For example, if your claim does not arise out of an automobile accident, questions regarding road conditions might not be applicable. In that event, please indicate "Not Applicable."

It you are unable to answer any questions because of a lack of information available to you, specify the reason the information is not available to you. If a question asks that you identify a document, it will be sufficient to furnish true and legible copies. Where a question asks that you "identify all persons," provide the name, address and telephone number of the person.

If you need more space to provide a full answer, attach supplementary pages, identifying the continuation of the answer with the number of the applicable question.

DEFINITIONS:

"Claimant" shall refer to the person or persons on whose behalf the Notice of Claim has been filed with the Borough.

"Documents" shall refer to any written, photographic, or electronic representation, and any copy thereof, including, but not limited to, computer tapes and/or disks, videotapes and other material relating to the subject matter of the claim.

"Person" shall include in its meaning a partnership, joint venture, corporation, association, trust or any other kind of entity, as well as a natural person.

"Public Entity" shall refer to the Borough of Allenhurst along with any agent, official, or employee of the Borough of Allenhurst against whom a claim is asserted by the Claimant.

NOTE: That the questions are divided into sections relating to the claimant, the claim, property damage, personal injury and the basis for the claim against the public entity or public employee.

If the claim involves only property damage, the portion on personal injuries need not be answered. If the claim involves no property damage, then the portion on property damage need not be answered.

INFORMATION ON THE CLAIMANT

1. Provide the following information with respect to the Claimant:

   Any other name by which the claimant is known.

   Address at the time of the incident giving rise to the claim.

   Marital Status (at the time of the incident and current).

   Identify each person residing with the claimant and the relationship, if any, of the person to the Claimant.

2. Provide all addresses of the Claimant for the last 10 years, the dates of the residence, the persons residing at the addresses at the same time as the Claimant resided at the address and the relation, of any of the persons to the Claimant.

INFORMATION ON ALL CLAIMS

3. Provide the exact date, time and place of the incident forming the basis of the claim and the weather conditions prevailing at the time.

4. Provide the Claimant's complete version of the events the form the basis of the claim.

5. List any and all individuals who were witnesses to or who have knowledge of the facts of the incident which gave rise to the claim. Provide the full name and address of each individual.

6. Identify all public entities or public employees (by name and position) alleged to have caused the injury or property damage and specify as to each public entity or employee the exact nature of the act or omission alleged to have caused the injury or property damage.

7. If you claim that the injury or property damage was caused by a dangerous condition of property under the control of the public entity, specify the nature of the alleged dangerous condition, and the manner in which you claim the condition caused the injury.

8. If you allege a dangerous condition of public property, state the specific basis on which you claim that the public entity was responsible for the condition and the specific basis and date on which you claim that the public entity was given notice of the alleged dangerous condition. **Statements such as "should have known" and "common knowledge" are insufficient.**

9. If you or any other party or witness consume any alcoholic beverages, drugs or medications within twelve hours before the incident forming the basis of the Claim, identify the person consuming the same and for each person (a) what was consumed, (b) the quantity thereof, (c) where consumed, (d) the names and addresses of all persons present.

10. If you have received any money or thing of value for your injuries or damages from any person, firm or corporation, state the amounts received, the dates, names and addresses of the payers. Specifically list any policies of insurance, including policy number and claim number, from which benefits have been paid to you or to any person of your behalf, including doctors, hospitals or any person repairing damage to property.

11. If any photographs, sketches, charts, or maps were made with respect to anything which is the subject matter of the Claim, state the date thereof, the names and addresses of the persons making the maps and of the persons who have present possession thereof. Attach copies of any photographs, sketched, charts or maps.

12. If you or any of the parties to this action or any of the witnesses made any statements or admissions, set forth what was said; by whom said; the date and place where said; and in whose presence, giving names and addresses of any persons having knowledge thereof.

13. State the total amount of your claim and the basis on which you calculated the amount claimed.

14. Provide copies of all documents, memoranda, correspondence, reports (including police reports), etc. Which discuss, mention or pertain to the subject matter of this claim.

15. Provide the names and addresses of all persons or entities against whom claims have been made for injuries or damages arising out of the incident forming the basis of this claim and give the basis for the claim against each.

PROPERTY DAMAGE CLAIM

16. If your claim is for property damage, attach a description of the property and an estimate of the cost of repair. If your claim does not involve any claim for property damage, enter "None."

Note: If your claim is for property damage only, initial here and proceed directly to the certification section on the next to last page of this form.

☐**Initials:**_____

PERSONAL INJURY CLAIMS

17. Was any complaint made to the public entity or to any official or employee of the public entity. State the time and place of the complaint and the person or persons to whom the complaint was made.

18. Describe in detail the nature, extent and duration of any and all injuries.

19. Describe in detail any injury or condition claimed to be permanent.

20. If confined to any hospital, state name and address of each and the dates of admissions and discharge. Include all hospital admissions prior to and subsequent to the alleged injury and give the reason for each admission.

21. If x-rays were taken, state (a) the address of the place where each was taken, (b) the name and address of the person who took them, (c) the date when each was taken, (d)what each disclosed, (e)where and in whose possession they now are. Include all x-rays, whether prior to or subsequent to the alleged injury forming the basis of the claim.

22. If treated by doctors, including psychiatrist or psychologist, state (a) the name and present address of each doctor, (b) the dates and places where treatments were treatments are continuing, the schedule of continuing treatments. Provide true copies of all written reports rendered to you or about you by any doctor whom you propose to have testify on your behalf.

23. If you have any physical impairment which you allege is caused by the injury forming the basis of your claim and which is affecting your ordinary movement, hearing or sight, state in detail, the nature and extent of the impairment and what corrective appliances, support or device you use to overcome or alleviate the impairment.

24. If you claim that a previous injury has been aggravated or exacerbated, describe the injury and give the name and present address of each doctor who treated you for the condition, the period during which treatment was received and the cause of the previous injury. Specifically list any impairment, including use of eyeglasses, hearing aid or similar device, which existed at the time of the injury forming the basis of the claim.

25. If any treatments, operations, or other form of surgery in the future has been recommended to alleviate any injury or condition resulting from the incident which forms the basis of the claim, state in detail (a) the nature and extent of the treatment, operation, or surgery, (b) the purpose thereof and the results anticipated or expected, (c) the name and address of the doctor who recommended the treatments operations or surgery, (d) the name and address of doctor who will administer or perform the same, (e) the estimated medical expenses to be incurred, (f) the estimated length of time of treatments, operation or surgery, period of hospitalization and period of convalescence, (g) all other losses or expenditure anticipated as a result of the treatment, operations or surgery, (h) further if it is your intention to undergo the treatments, operation or surgery, please give an approximate date.

26. Itemize any and all expense incurred for hospital, doctors, nurses, x-rays, medicines, care and appliances and indicate which expenses were paid by any insurance coverage.

27. If employed at the time of the alleged injury forming the basis of the claim state (a) the name and address of the employer, (b) position held and the nature of the work performed, (c) average weekly wages for the year prior to the injury, (d) period of time lost form employment, giving dated, (e) amount of wages lost, if any. List any sources of income continuation or replacement, including, but not limited to, workers' compensation, disability income, social security and income continuation insurance.

28. If other loss of income, profit or earnings is claimed, state (a) total amount of loss, (b) give a complete detailed computation of the loss, (c) the nature and dates of the loss.

29. If you are claiming lost wages state (a) the date that the employment began, (b) the name and address of the employer, (c) the position held and the nature of the work performed, (d) the average weekly wages. Attach copies of pay stubs or other complete payroll record for all wages received during the year.

DOCUMENT REQUEST: Provide all documents identified in your answers to the above questions.

CERTIFICATION: I hereby certify that the information provided is the truth and is the full and complete response to the questions, to the best of my knowledge.

Signature of Claimant: _____

Date: _____

Authorization for Release of Medical and Hospital Records

Date: _____

To: _____
_____

Re: _____ _____
Patient's Name Social Security Number

_____ _____
_____ Claim Number
Address

You are hereby authorized and requested to disclose, make available and furnish to:

_____
_____

all information, records, x-rays, reports or copies thereof relating to my examination, consultation, confinement or treatment and to permit him or her to inspect and make copies or abstracts thereof.

Approximate date of admission to hospital, first examination, treatment of consultation:

_____
_____

A photocopy of this release form, bearing a photocopy of my signature shall constitute you authorization for the release of the information in accordance with the request made to you.

Signature: _____ Date: _____