

CITY OF MILLVILLE

COMMISSIONERS

LISA M. ORNDORF, MAYOR
Director of Parks & Public Property
JOSEPH SOOY, VICE MAYOR
Director of Revenue & Finance
BENJAMIN J. ROMANIK
Director of Public Affairs
C. KIRK HEWITT
Director of Public Safety
STEPHEN E. WATSON, JR.
Director of Public Works



"A MAIN STREET NEW JERSEY COMMUNITY"

12 SOUTH HIGH STREET
P.O. BOX 609
MILLVILLE, NEW JERSEY 08332

TELEPHONE: (856)825-7000
www.millvillenj.gov

OFFICERS

RAYMOND COMPARI
Administrator
JEANNE PARKINSON
City Clerk
MARCELLA SHEPARD
Chief Financial Officer
TRACEY GREGOIRE
Tax Collector
BRIAN P. ROSENBERGER
Tax Assessor
WAYNE JOHNSON
Municipal Engineer
BROCK D. RUSSELL
City Attorney

Date: 7/31/2023

To: John Paff

See below in response to your OPRA request received by the City Clerk's Office on 7/31/23. (See Disclaimer on Pg 2)

☐ Please be advised there are no records responsive to your request

☒ See attached, no Redactions were made.

☐ See attached, redactions were made pursuant to (see statute(s) below with "x" mark(s)):

☐ Denied, the provisions of the Open Public Records Act do not allow the disclosure of records pursuant to (see statute(s) below with "x" mark(s)):

Billing information:

☐ Amount Due: _____ must be received prior to release of record

Payment information:

☐ Returned Check: Check No. _____ in the amount of _____

☐ Payment Received: Check No. _____ in the amount of _____

Exceptions to Public Access to Government Records:

- ☐ Inter-agency or intra-agency advisory, consultative or deliberative communications, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Legislative records, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Medical Examiner records, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Criminal investigatory records, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Victim records, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Trade secrets and proprietary commercial or financial information obtained from any source, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Any record within Attorney/Client Privilege N.J.S.A. 47:1A-1.1 et seq.
- ☐ Administrative or technical information regarding computer hardware, software and networks, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Emergency or Security information and surveillance techniques, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Security measures and surveillance techniques, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Information that is disclosed would give an advantage to competitors or bidders, N.J.S.A. 47:1A-1.1
- ☐ Information on any sexual harassment complaint, any grievance filed or collective negotiations, N.J.S.A. 47:1A-1.1
- ☐ Communications between City and Insurance Company, N.J.S.A. 47:1A-1.1 et seq
- ☐ Information which is to be kept confidential pursuant to court order, N.J.S.A. 47:1A-1.1 et seq
- ☐ Certificate of honorable discharge issued by the United States government, N.J.S.A. 47:1A-1.1 et seq
- ☐ Personal Identifying Information, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Social Security Numbers, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Certain records of higher education, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Biotechnology trade secrets, N.J.S.A. 47:1A-1.2, et seq.

- ___ Limitations to convicts -personal information pertaining to the person's victim or the victim's family, N.J.S.A. 47:1A-2.2, et seq.
- ___ Ongoing Investigations, N.J.S.A. 47:1A-3.a.
- ___ Public defender records that relate to the handling of any case, N.J.S.A. 47:1A-5.k.
- ___ Upholds exemptions contained in other State or federal statutes and regulations, Executive Orders of the Governor, Rules of Court, Constitution of this State, or judicial case law N.J.S.A. 47:1A-9.
- ___ Personnel and pension records, N.J.S.A. 47:1A-10, et seq.
- ___ Privacy Interest - "a public agency has a responsibility and an obligation to safeguard from public access a citizen's personal information with which it has been entrusted when disclosure thereof would violate the citizen's reasonable expectation of privacy." N.J.S.A. 47:1A-1.1, et seq.

NOTE: Court documents can be requested through the NJ Judiciary website at www.judiciary.state.nj.us

If you feel the City has neglected to provide what you have requested, or any part thereof, or if you believe there is some legal authority that supports your position, please notify us and we will be happy to reconsider our response or denial of access as the case may be.

Mandatory Disclaimer:

If your request for access to a government record has been denied or unfilled within seven (7) business days required by law, you have the right to challenge the decision by the City of Millville 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 website 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

If you have any questions please contact my office.

Sincerely,


Jeanne M. Parkinson, RMC
City Clerk

Respond 8/7/23

Due 8/9/23

Mercado, Wendy

From: Jeanne Parkinson
Sent: Monday, July 31, 2023 9:57 AM
To: Mercado, Wendy
Subject: FW: OPRA request - Settlement Agreement (20230731-2.txt)

Please process.

This can be sent to me and Brock.

/Jm /Kistie

Thanks,
Jeanne

-----Original Message-----

From: John Paff <opra+request-49232-1522b65f@requests.opramachine.com>
Sent: Sunday, July 30, 2023 4:03 PM
To: Jeanne Parkinson <Jeanne.Parkinson@millvillenj.gov>
Subject: OPRA request - Settlement Agreement (20230731-2.txt)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please accept this as my request for government records under both OPRA and the common law right of access. Thank you very much for your commitment to transparent government.

RECORDS REQUESTED:

Settlement Agreement or Release that resolved Beniston v. City of Millville, et al, Docket No. CUM-L-000431-21.

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-49232-1522b65f@requests.opramachine.com

Is Jeanne.Parkinson@millvillenj.gov the wrong address for OPRA requests to Millville City? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=millville_city

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/settlement_agreement_20230731_2t

Please note that in some cases publication of requests and responses will be delayed.

Attorney ID 03156-1995
Todd J. Gelfand, Esquire
BARKER, GELFAND, JAMES & SARVAS
A PROFESSIONAL CORPORATION
Linwood Greene, Suite 12
210 New Road
Linwood, New Jersey 08221
(609) 601-8677
TGelfand@BarkerLawFirm.net
Our File Number: 48620-190
Attorney for Defendants, City of Millville & John Butschky

TYLER BENISTON,

Plaintiff,

vs.

CITY OF MILLVILLE, JOHN
BUTSCHKY, JOHN DOE OFFICER
(1-10) fictitious names, JOHN DOE,
INC. (1-10) fictitious names,
Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CUMBERLAND COUNTY

Docket Number
CUM-L-000431-21

SETTLEMENT AGREEMENT and GENERAL RELEASE

1. The parties to this Negotiated Settlement Agreement and General Release (the "Agreement") are Tyler Beniston (hereinafter "Plaintiff"), and City of Millville, John Butschky, John Doe Officer (1-10) fictitious names, John Doe, Inc. (1-10) fictitious names. (hereinafter "Defendants").

2. Plaintiff and Defendants have chosen to enter into the Agreement in order to avoid further proceedings with respect to certain claims that Plaintiff made

or could have made against Defendants, directly or indirectly, related to any and all causes of action, claims and/or demands of every type, whether known or unknown, sustained or allegedly sustained, presented or which may have been presented, by Plaintiff, arising from or in any way connected with any of the matters alleged or which could have been alleged in the civil action filed in the Superior Court of New Jersey Law Division, Cumberland County, Docket Number: CUM-L-000431-21 (the "Litigation").

3. Plaintiff and Defendants have chosen to enter into this Settlement Agreement and General Release in order to avoid further litigation expenses and distraction because of any and all claims between or among one another, including any and all claims that were filed or could have been filed in the matter of *Tyler Beniston v. City of Millville, John Butschky, John Doe Officer (1-10) fictitious names, John Doe, Inc. (1-10) fictitious names, Superior Court of New Jersey Law Division, Cumberland County, Docket Number: CUM-L-000431-21*.

4. Plaintiff understands and agrees that Defendants deny each and every allegation of wrongdoing made by Plaintiff in the above-captioned matter currently pending in the Superior Court of New Jersey Law Division, Cumberland County, Docket Number: CUM-L-000431-21.

5. Plaintiff and Defendants understand and agree that the making of this Agreement shall not, in any way, be construed or considered to be an admission by

any Defendant of guilt, fault, blame, damage or any non-compliance with any federal, state or local law, or of any other wrongdoing whatsoever. Plaintiff and Defendants agree that the making of this Settlement Agreement and General Release shall not, in any way, be construed as an admission or statement against interest by any Defendants or the Plaintiff, nor shall this Settlement Agreement and General Release be admissible into evidence in any subsequent proceeding, except for the enforcement of this Settlement Agreement and General Release. This Settlement Agreement and General Release is entered into solely to avoid the continuing expense and distraction of litigation.

6. In exchange for the promises made by Defendant herein, Plaintiff:
 - A. agrees to the dismissal, with prejudice, of the Complaint filed in this Litigation against the Defendants not previously dismissed with prejudice; and,
 - B. unconditionally and irrevocably discharges and releases Defendants, from any and all claims for fees and costs, and from any and all other claims, known or unknown, that Plaintiff, has or may have had against Defendants that were asserted or could have been asserted in the instant matter as of the date of the full, complete and proper execution of this Agreement..
7. In exchange for the promises made by Plaintiff and his execution of this

Agreement, Defendant agrees to pay the following:

- A check from The County of Atlantic County made payable to BARRY, CORRADO & GRASSI, P.C., as attorney for Tyler Beniston. in the amount of one hundred and ten thousand dollars (\$110,000.00);

This payment is in full satisfaction of any and all claims and for the general release of all claims for personal injury, compensatory damages, attorneys' fees, costs and disbursements, known or unknown, asserted or unasserted including, but not limited to, claims for emotional distress, pain and suffering, legal or equitable relief, all statutory claims, all common law claims, tort claims, contract claims (express, written or implied), and all economic damage or for any other harm.

8. The sum referred to in paragraph 7 shall be paid as follows:

Within sixty (60) days of the date counsel for Defendant receives the fully, completely and properly executed settlement documents, including but not limited to this Agreement, Defendants will pay to Plaintiff's legal counsel the amount noted in Paragraph 7 above by one check made payable as noted in Paragraph 7 above, transmitted to Barry, Corrado & Grassi, P.C.

9. Plaintiff agrees that he is responsible for all applicable taxes, if any, as a result of the payments set forth in paragraph 7. Plaintiff agrees to indemnify Defendants and hold Defendants harmless for all taxes, penalties and interest, withholding or otherwise, for which Defendants may be found liable as a consequence of having paid monies pursuant to paragraph 7 of this Agreement.

Defendants shall notify Plaintiff within thirty (30) days, in writing and via certified mail, return receipt requested, of any IRS notification, assessments or concerns. It is expressly agreed that if any Defendant is required to provide payments for taxes or interest or penalties to any taxing authority, to the extent those taxes or interest or penalties reflect any failure or misconduct on the part of Plaintiff to respond to any taxing authority, Plaintiff shall reimburse any such Defendant for such payments to any such taxing authority within ten (10) days after any Defendant notifies Plaintiff, in writing, via certified mail, return receipt requested, that he has incurred such liability.

10. Plaintiff agrees that Plaintiff is responsible for any and all valid and enforceable liens against his recovery in the instant matter including but not limited to any liens for any medical provider or attorney and Plaintiff does agree that in the event any state agency or other authority or person deems any amount to be due from any Defendant with respect to any lien, Plaintiff will indemnify any such Defendant for any sums Defendants may be required to pay to satisfy any such lien or any part thereof.

11. This Agreement fully supersedes any prior agreements or understandings between the parties. Plaintiff also acknowledges that he has not relied on any representation, promises, or agreements of any kind made in connection with the decision to sign this Agreement, except for those set forth in this Agreement; and, Plaintiff acknowledges he has been satisfied by the representation

and services of his attorney.

12. This Agreement may not be modified except upon express written consent of Plaintiff and Defendants wherein specific reference is made to this Agreement.

13. Plaintiff acknowledges and agrees that he has been given a reasonable period of time to consider the terms of this Agreement. Plaintiff further acknowledges that he has reviewed with legal counsel of his choosing, the terms of this Agreement and the consequences of his signing this Agreement. Plaintiff understands and agrees that this Agreement settles, bars, and waives any and all claims that he has or could possibly have against Defendants for anything that has happened up until the execution of this Agreement.

14. This Agreement shall be governed by and conformed in accord with the laws of the State of New Jersey without regard to its conflict of laws provision.

15. Plaintiff agrees to fully execute any and all supplemental documents and take any additional action(s) that may be necessary or appropriate to give full force and effect to the terms of this Settlement Agreement and General Release.

16. In the event that any provision contained in this Agreement is declared invalid, illegal or unenforceable by any court of competent jurisdiction, and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Moreover, if any such provision determined to

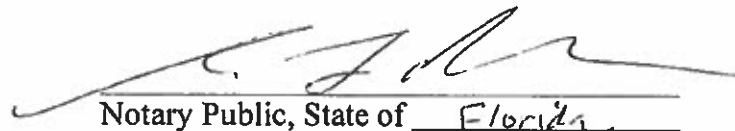
be invalid, illegal or unenforceable can be made valid, legal or enforceable by modification thereof, then the party for whose benefit the provision exists, may make such modification as necessary to make the provision valid, legal and enforceable.

EXECUTION. Executed by the Releasor on this 9th day of June 2023.


Tyler Beniston, Releasor

STATE OF Florida :
COUNTY OF Polk : SS:

I certify that on this 9th day of June, personally came before me Tyler Beniston, the person who acknowledged under oath and to my satisfaction, that she is the named persons in and personally signed this document; and signed, sealed and delivered this document to be his voluntary act and deed.


Notary Public, State of Florida

