

TOWNSHIP OF CLARK

Resolution 20-34

February 3, 2020

BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, New Jersey that it hereby authorizes the Insurance Settlement of the Manata personnel dispute and the execution of necessary attendant documents.

ATTEST:


EDITH L. MERKEL, RMC
Township Clerk

APPROVED:


PATRICK J. O'CONNOR
Council President

Res20/2-3AuthInsSettlement-personnel

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese			✓			
Barr		✓	✓			
Hund			✓			
Mazzarella	✓		✓			
Smith			✓			
Toal			✓			
O'Connor			✓			
Entire Council						
TOTAL			7			

**CONFIDENTIAL SETTLEMENT
AGREEMENT AND RELEASE**

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE is made and entered into on this 21st day of January, 2020, by and among **ANTONIO MANATA**, personally and for and on behalf of his heirs, successors, permitted assigns, executors and other personal representatives ("Manata"), residing at 1 Crescent Parkway, Clark, New Jersey, 07066, and **TOWNSHIP OF CLARK**, personally, its agents, employees, representatives, administrators and officers, and for and on behalf of any successor governmental entities, agencies and instrumentalities, successors and permitted assigns (the "Township"), **SALVATORE BONACCORSO**, also known as Sal Bonaccorso, personally and for and on behalf of his heirs, successors, permitted assigns, executors and other personal representatives ("Bonaccorso"), **JOHN LAEZZA**, personally and for and on behalf of his heirs, successors, permitted assigns, executors and other personal representatives ("Laezza"), **PEDRO MATOS**, personally and for and on behalf of his heirs, successors, permitted assigns, executors and other personal representatives ("Matos"), **VINCENT CONCINA**, personally and for and on behalf of his heirs, successors, permitted assigns, executors and other personal representatives ("Concina") and **JOSEPH TESTON**, personally and for and on behalf of his heirs, successors, permitted assigns, executors and other personal representatives ("Teston") (hereinafter, Bonaccorso, Laezza, Matos, Concina and Teston collectively are called the "Township Officials"), all maintaining offices at 430 Westfield Avenue, Clark, New Jersey, 07066.

RECITALS

1. Manata is a Lieutenant in the Township's Police Department. He has been employed by the Township since July 1, 2007.

2. Bonaccorso is the Township's Mayor, and Laezza, its Business Administrator. Matos is the Township's Police chief and both Concina and Teston are members of the Township's Police Department.

3. By letter dated November 5, 2019, Patrick P. Toscano, Jr., Esq., of the Toscano Law Firm, LLC, notified the Township through the Township Attorney that Manata intended to assert a claim by way of legal action against the Township on account of alleged comments made and conduct engaged in by various Township officials in the past. Such legal action would have included, but may not have been limited to, claims under 42 U.S.C. §1983, N.J.S.A. 34:19-1, *et seq.*, and common law principles of intentional infliction of emotional distress and civil conspiracy.

4. Manata had been out of work on several occasions as a result of a workers' compensation claim most recently since December 12, 2019, and his physician, Kumar Sinha, M. D., by letter dated November 27, 2019, opined that Manata could, and therefore was permitted to, return to light duty work on November 29, 2019 pursuant to a November 27, 2019 letter. He has not. Instead, Manata has elected to articulate his alleged claims as aforesaid. Manata herein withdraws his current Workman's Compensation claim.

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5. The Township and the Township Officials deny, dispute and disclaim all of Manata's allegations and claims.

6. However, the Township has determined that the cost and expense likely to be incurred to defend the Township and the Township Officials against any such action would be substantial and disproportionately material in relation and contrast to the dollar amount of the claims asserted, under the prevailing circumstances, and in view of the same and the prospect that the injuries and physical limitations which arose from the injuries Manata allegedly suffered that resulted in his Workers' Compensation claim might persist or become exacerbated, together with the distraction inconvenience to the Township Officials that any such action and the defense thereof likely will cause from focusing their efforts on business the voters elected them, or the Township's elected officials appointed them to address, warrant amicably resolving Manata's the claims without litigation.

7. As such, but without admitting or conceding any of Manata's allegations, any of the conduct, statements or remarks claimed to have been made by or allegedly attributable to the Township Officials, the authenticity thereof, or any fault, wrongdoing or liability, the Township has agreed to offer, and Manata has agreed to accept, that which is set forth herein in full, complete, final and absolute settlement of all of Manata's claims, predicated upon strict compliance herewith.

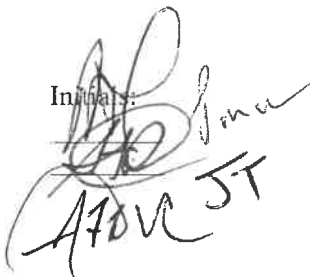
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(APD) JT

AGREEMENT

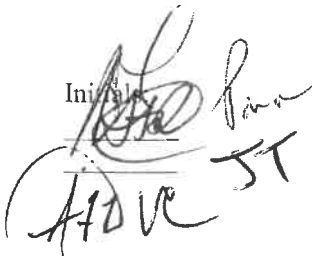
NOW, THEREFORE, for an in consideration of the premises, promises, covenants and conditions herein contained, and for the sum of one-dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **No Admission.** Manata agrees that neither this Agreement, the settlement reflected hereby, any provision herein, nor the furnishing of the consideration for this Agreement shall be or constitute, or be deemed, considered, interpreted or construed at any time for any purpose as or to be an admission, a declaration against interest, a concession or an acknowledgement by the Township or any of the Township Officials of or regarding any of the allegations, statements, remarks or conduct claimed to have been made or perpetrated by the Township Officials, the authenticity thereof, wrongdoing, fault, unlawful or actionable conduct, liability or damage of any kind, or any violation of Federal, State or local law, rule, regulation, directive, common law or duty, the Township and the Township Officials hereby disclaiming, denying and disputing the same, as this settlement is made predicated only upon economic considerations and competing time commitments, and for the sole purpose of amicably resolving the dispute being settled and compromised hereby.

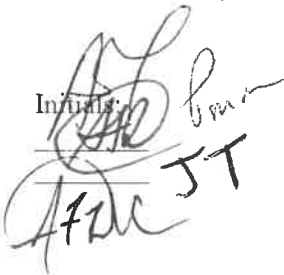
2. **Retirement; Conduct Pending Retirement.** The employment of Manata by the Township, and the employment relationship between Manata and the Township,

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shall forever be terminated on and as of February 28, 2022 (his "Retirement Date"). Manata shall be on paid administrative leave commencing on the date hereof until the Retirement Date. Upon and after execution and delivery hereof, and as a condition to the payments set forth in sections 2 and 3 hereof, Manata shall (a) cease and desist, and shall refrain, from, *inter alia*, visiting, arriving at, or attending anything at, the Township's various municipal's offices, including but not limited to Police Headquarters, the Municipal Court or the Municipal Buildings, unless, (i) in the case of the Municipal Court, Manata is party or a witness to a matter pending therein or, (ii) in the case of Police Headquarters, Manata is a victim, witness or perpetrator of an offense committed within the jurisdiction of the Township or, as a civilian, is generally seeking police assistance in a personal matter; and (b) turnover, relinquish and deliver to Matos and the Township, any and all property belonging to the Township, including but not limited to his sidearms, other firearms, other weapons (including without limitation, any night sticks, batons, stun-guns and knives), badges, official and any other police identifications, keys, access cards, cellular telephones, electronics, radios, departmental equipment and devices, telecommunications equipment, office equipment, computers, documents, records, files, written materials, electronic information, and any other Township property (originals or copies in whatever form) in Manata's possession or under Manata's control, and any other property of the Township which had been issued to him by the Township. Manata discloses that his personal credentials including evidence of his employment as Lieutenant of Police has been lost and that such loss has been reported to the Westfield

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Police Department. Should the lost credential be located and found those credentials related to his employment as Lt. of Police shall be tendered to Chief of Police Township of Clark. Until the date of his retirement, Manata's authority to own and carry a firearm or other weapon is, by the authority of this agreement, revoked until his retirement at which time he shall be free to apply for the requisite authority to own and carry the same; further the Township of Clark agrees to certify the employment of Manata as a Lieutenant of Police to the Police Retirement and Fireman's Retirement Fund, as well as the N.J. State Police, as may be required. During such administrative leave, Manata shall not ever undertake any police action, nor shall he represent himself or hold himself out as or to be a police officer or a peace officer, conduct police business or otherwise use the title of police officer or peace officer to enhance or benefit himself or any other party, commencing on and after the date hereof; provided that, until his Retirement Date, his off-duty conduct shall remain subject to applicable law, departmental rules and regulations, and directives and orders of the Attorney General and the applicable county prosecutors, the violation or breach of, or default under which likewise shall constitute a violation and a breach of, and a default under, this Agreement. Manata agrees to indemnify, defend and hold harmless the Township and the Township Officials of, from and against any and all claims, demands, actions, causes-of-action, liabilities, losses, costs and expenses, asserted by any third-parties alleging damages, or as a result of or for Manata's violation or breach of, or default under, of this section hereof. On and after December 31, 2019, Manata shall not, and shall not be entitled to, use, accumulate or

Initials:  JT

accrue any vacation time, sick time or personal days during such administrative leave. Manata will be compensated by the Township for any accumulated sick time due and accrued prior to December 31, 2019 as per the PBA Local 125 Collective Bargaining Agreement, but shall not be entitled to any unused compensatory time or vacation time accrued. Manata covenants that he shall never again apply for employment by the Township, accept employment offered by the Township, or work for the Township and, in the event he later is employed by the Township, the Township shall be entitled to terminate such employment upon the basis contained in this covenant notwithstanding any contract or other right or claim to the contrary, such employment being void *ab initio* and of no force or effect. The Township shall issue to Manata a retired identification card upon his retirement. The Township shall mail all payroll stubs to Manata promptly after said stubs are executed.

While on administrative leave and upon retirement, Manata's health and dental insurance benefits will continue and be in full force and effect as per the PBA Local 125 Collective Bargaining Agreement.

If, in the unlikely event that Manata should pass away prior to his retirement, his wife would be entitled to insurance proceeds equal to approximately 3.5 times his annual salary and salary payments will cease. However, dental and health benefits will continue to be paid by the Township for Manata's wife and minor children.

3. **Consideration.** In consideration and exchange for, and conditioned upon, executing, delivering and fully performing this Agreement, strictly complying with and

In Witness Whereof
[Signature]
[Signature] JT

adhering to the promises and covenants made herein, especially including, but in no way limited to, sections 5, 6, 7 and 8 hereof, and upon and after delivery to the Township of a completed and signed W-9s and child support searches, the Township and Manata agree that:

(a) Manata shall remain on payroll as a Lieutenant of the Township Police Department on administrative leave, and shall be paid the salary he received immediately prior to his execution and delivery hereof, subject to adjustments in accord with the current PBA contract until his Retirement Date, at which time Manata shall apply for retirement and to receive pension benefits. Manata shall undertake all such actions, and shall execute and deliver all such documents, as are necessary to retire and to qualify him to begin to receive pension benefits, whereupon the obligation of the Township to make the salary payments to him and required pension payments to the Police and Fireman Retirement System shall forever cease, terminate and come to an end.

(b) Manata also shall be paid the sum of Two-Hundred Seventy-Five Thousand Dollars (\$275,000.00), subject to sections 5, 6 and 7 hereof and after expiration of the Revocation Period (as hereinafter defined), as and for emotional/psychological pain and suffering he endured which manifested itself in physical pain, discomfort, severe headaches, nausea, vomiting and other related maladies.

(c) All counsel fees, costs and expenses in the amount of One-Hundred Twenty-Five Thousand Dollars (\$125,000.00) incurred by Manata and due and payable to Toscano Law Firm, LLC, shall be paid to Toscano Law Firm, LLC, on Manata's

In witness whereof,

WJH

behalf, subject to Sections 5, 6 and 7 hereof and after expiration of the Revocation Period.

(d) The Township shall notify the State of New Jersey Attorney General and the Union County Prosecutor's Office that it no longer has any interest in pursuing the extant Internal Affairs investigations of Manata.

(e) The Township shall not release or disclose to any prospective employer or other third-party, Manata's personnel file and/or internal affairs file without being compelled to do so by order of a Court of competent jurisdiction.

4. **Neutral Reference; Public Interaction.** Upon receipt of a written or oral request of a prospective employer for information about Manata as a prospective employee, the Township shall state only that Manata was employed by the Township from July 1, 2007 until his Retirement Date, indicating his last, most recent job title, and if asked by any third-party about his employment by the Township, Manata shall state only that he was employed by the Township from July 1, 2007 until his Retirement Date, indicating his last, most recent job title.

5. **No Consideration Absent Execution and Delivery of this Agreement.** Manata understands and agrees that Manata would not receive the monies or benefits specified in this Agreement, including without limitation, in sections 2 or 3 above, except for Manata's execution and delivery to the Township of this Agreement and the fulfillment of the promises, covenants and conditions contained herein made by Manata.

In Witness Whereof,

Manata

6. **General Release of Claims.** As a material inducement to enter into the within Agreement, without which neither the Township nor the Township Officials, would enter into this Agreement, and as a condition to the payments called for by sections 2 and 3, and the retention of such payments by Manata, Manata, knowingly and voluntarily, forever fully unconditionally, and absolutely releases, remises and discharges the Township and the Township Officials, and their respective current and former officials, directors, officers, business and other administrators, trustees, supervisors, managers, employees, agents, attorneys, legal representatives, servants, insurers, benefits plans, successors and assigns, of and from, covenants-not-to-sue, or to institute or prosecute any other proceedings against, the Township or the Township Officials with respect to, and waives any and all claims, known and unknown, asserted and unasserted, which the Manata has or may have or may have had against the Township or the Township Officials as of the date of execution and delivery of this Agreement. Without limiting the generality of the immediately preceding sentence in this section of this Agreement, such claims include, but are not limited to, claims in connection with or arising from the employment of Manata by the Township, the employment relationship between them, anything that may have occurred during such employment, including without limitation, the allegations made by Manata, and the statements, remarks or conduct claimed to have been made or perpetrated by the Township Officials, the termination of that employment, a violation, breach or a default under the employment

Initials
[Signature]
[Signature] JT

contract, whether written or oral, at-will or otherwise, or for wrongful discharge or to the maximum extent permitted by law, any alleged violation of:

42 U.S.C. §1983;

N.J.S.A. 34:19-1, *et seq.*;

Intentional Infliction of Emotional Distress;

Civil Conspiracy;

Title VII of the Civil Rights Act;

Sections 1981 through 1988 of Title 42 of the United States Code;

The Age Discrimination in Employment Act of 1967, as amended
(the "ADEA");

The New Jersey Law Against Discrimination;

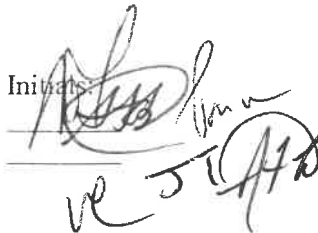
The New Jersey Conscientious Employee Protection Act;

New Jersey laws regarding Employment Protection

Any other federal, state or local civil rights law or any other local, state or federal law, regulation ruling or ordinance;

Any public policy, contract (express, written or implied), tort, constitutional or common law;

Defamation claims; wrongful discharge claims; intentional or other infliction of emotional distress claims; invasion of privacy claims; intentional or other interference with contract claims; negligence claims; detrimental reliance claims; any covenant of good faith and fair dealing claims; loss of consortium claims; promissory estoppel claims; personal injury claims; bodily injury claims; common law claims; claims for compensatory, incidental, consequential, special, exemplary or punitive damages; claims for back pay or for front pay; claims relating to legal restrictions on the Township's right to terminate employees or any other claim arising out of or relating to Employee's employment with the Township to the date of this Agreement; or

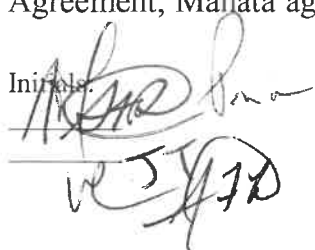
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Any allegation for costs, fees, or other expenses including without limitation, attorneys' fees.

Notwithstanding the foregoing, nothing in this Agreement shall constitute a release by Manata of vested pension or retirement benefits, if any, that Manata earned during the period of any active employment under any the Township qualified pension or retirement plans, as determined under the official terms of those plans, or any claims which Manata cannot waive by law or claims for breach of this Agreement.

In addition, Manata agrees never to sue, or institute or prosecute any other proceeding against, the Township or the Township Officials in any forum for any claim covered by the above waiver and release language for anything that has happened to date. If the Manata violates this General Release and Waiver by suing, or instituting or prosecuting any other proceeding against, the Township, and should such litigation be found to violate, breach or default under the provisions of this Agreement, in addition to any and all rights and remedies available to the Township or the Township Officials at law, in equity or hereunder, including without limitation, under section 9 of this Agreement, Manata shall be liable to the Township or the Township Officials for its costs, expenses and reasonable attorneys' fees in defending such litigation, excluding challenges to the Agreement permitted under the Age Discrimination in Employment Act or Older Workers Benefit Protection Act.

In the event that Manata asserts or files, or is included in, any administrative charge or investigation, or becomes a member of a class after the effective date of this Agreement, Manata agrees to waive any right to, and agrees to forego, to forebear, not to

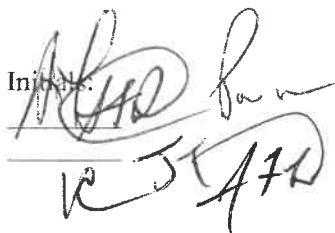
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collect and to reimburse to the Township or the Township Officials, as the case may be, any monetary recovery from the Township or the Township Officials without regard to what agency, person, or entity brought claims on his behalf against the Township or the Township Officials.

Without diminishing the severity of any other violation, breach or default hereof, any violation, breach or default hereof by, *inter alia*, assertion of any claim relating to the subject matter hereof, shall be a material breach hereof, entitling the Township and the Township Officials to the relief provided in section 9 of this Agreement to the fullest extent permitted by law.

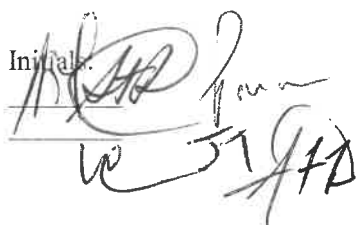
This document releases in addition to those causes of action or claims referenced hereinabove any and all present, or future workers compensations petitions and claims whether the same are filed at the time of this agreement or not as it is the parties intention that this agreement shall completely, fully and unequivocally extinguish all the rights, claims, demands, and causes of action which Manata has or may in the future accrue.

7. **Affirmations**. Manata affirms, acknowledges, represents, warrants and certifies, knowing that the Township and the Township Officials are relying on such affirmations, acknowledgments, representations, warranties and certifications in entering into this Agreement and in giving to Manata the consideration described in this Agreement, including without limitation in section 2 and 3 hereof, that Manata possesses no claims and knows of no basis for any claims (including but not limited to, claims under the Fair Labor Standards Act and Worker's Compensation claims), and has not

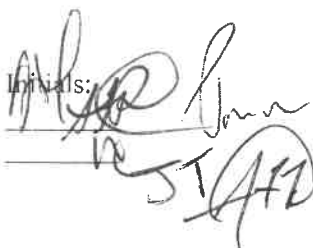
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asserted or filed or caused to be asserted or filed, and presently is not a party to, any claim, complaint, or action against the Township or the Township Officials in any form, forum or venue. Manata further affirms, acknowledges, represents, warrants and certifies, that Manata has been paid and has received all compensation, wages, bonuses, commissions, remuneration, perquisites and benefits to which Manata may be entitled and that no other compensation, wages, bonuses, commissions, remuneration, perquisites, benefits or payments or other consideration whatsoever are due or payable to Manata, except as may be provided in this Agreement.

8. **Confidentiality; Delivery of All Records.** As a material inducement to enter into the within Agreement, without which neither the Township nor the Township Officials would enter into this Agreement, and as a condition to the payments called for by sections 2 and 3, and the retention of such payments by Manata, Manata hereby (a) each represents, warrants and certifies that heretofore he has not directly or indirectly disclosed, divulged, disseminated, published, made known, or allowed access to, and (b) (i) to the fullest extent permitted by law, further covenant, promise and agree that they forever each shall maintain, hold and keep, in strict secrecy and confidence, and (ii) shall not directly or indirectly disclose, divulge, disseminate, publish, make known, or allow access to, any of the allegations, averments, assertions, contentions, claims, alleged facts or circumstances, documents (including, without limitation, the draft of proposed but unfiled Complaint, dated December 4, 2019, which they each hereby represent, warrant has not be filed), audio recordings, video recordings, notes, memoranda, correspondence,

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letters, emails, statements, this Agreement, the terms, conditions or provisions hereof, the negotiation hereof, the discussions surrounding the subject matter hereof or the within Agreement, or the fact of this settlement or the transactions contemplated hereby. Manata shall together deliver and relinquish to the Township by delivery to Laezza at the Township's Municipal Building, 430 Westfield Avenue, Clark, New Jersey, 07066, all originals and all copies of any and all such allegations, averments, assertions, contentions, claims, alleged facts or circumstances, documents (including, without limitation, the draft of proposed but un-filed Complaint, dated December 4, 2019, which they each hereby represent, warrant has not be filed), audio recordings, video recordings, notes, memoranda, correspondence, letters, emails, statements, this Agreement, the terms, conditions or provisions hereof, the negotiation hereof, the discussions surrounding the subject matter hereof or the within Agreement, and the fact of this settlement or the transactions contemplated hereby, and any and all materials memorializing the same, including but not limited to the recordings purportedly substantiating the remarks Manata claims were made by the Township Officials. Upon such delivery and relinquishment, Manata also shall deliver an itemized affidavit under oath, in form acceptable to the Township and the Township Officials, detailing and describing the materials delivered and affirming under oath that all of the same were delivered and relinquished. Without diminishing the severity of any other violation, breach or default hereof, any violation, breach or default hereof shall be a material breach hereof, entitling the Township and the Township Officials to the relief provided in section 9 of this Agreement. Toscano joins in

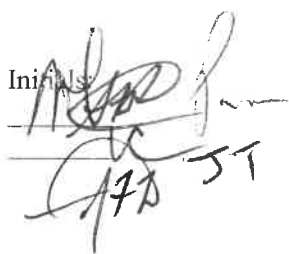
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this agreement in order to confirm and be bound by the provision of Paragraph 8 hereof entitled confidentiality.

9. **Violation of Agreement; Liquidated Damages; Counsel Fees.** In the event of a violation or a breach of, or a default under, this Agreement, the Township and the Township Officials, in addition to any and all other remedies available hereunder, at law, in equity or otherwise to the Township and to the Township Officials, shall be entitled to the following:

(a) In recognition that such violation, breach or default will cause irreparable harm for which there is no adequate remedy at law (Manata hereby agreeing that there would be no adequate remedy at law available and hereby waiving and relinquishing any right to argue that an adequate remedy at law exists as a defense to any application under this subsection of this section hereof), Manata agrees that the Township and the Township Officials shall be entitled to a such temporary injunctions, *ex parte* in the case of violation, breach or default of the provisions of section 8 hereof (to avoid such further harm from additional violations, breaches or defaults after the initial violation, breach or default), preliminary injunctions and permanent injunctions, without a showing of actual harm and without bond or other security, including without limitation, a protective order, restraining and prohibiting further such violations, breaches or defaults, including but not limited to further disclosures;

(b) Manata shall forthwith, but in no event later than thirty (30) days after the date of the Township's written demand therefore, pay to the Township the sum of Two-

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Hundred Seventy-Five Thousand Dollars (\$275,000.00) as liquidated damages, and not as a penalty, because the precise amount of damages is not susceptible to exact calculation but the parties agree that such sum is a reasonable estimation thereof;

(c) Manata shall pay, refund and reimburse to the Township, its reasonable counsel fees, costs and expenses, incurred in connection with the settlement hereof reflected by this Agreement, commencing with receipt by the Township of the first notice of Manata's claims which from the subject matter of this Agreement, and with securing a judgment or judgments reflecting the liquidated damages provided for herein or such damages as are awarded and other relief, including injunctive relief set forth in subsection (a) of this section hereof and any other relief granted by the Arbitrator (as hereinafter defined) ; and

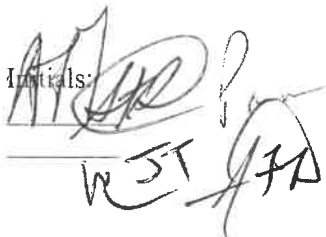
(d) Manata hereby further agrees to and shall indemnify, defend and hold and save harmless the Township and the Township Officials of, from and against any and all claims, demands, actions, causes-of-action, liabilities, damages, losses, cost and expenses, including without limitation, reasonable counsel fees, costs and expenses, in any way related to, connected with, arising from or occasioned by any violation or breach of, or default under, this Agreement.

10. **"Blue Pencil" Revisions.** In the event that any provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, the parties request that such provision be modified only so much as to render it legal and enforceable, upon which it shall be so enforced, and if such provision cannot be modified

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to be legal and enforceable, such provision immediately shall become null and void and shall be severed from this Agreement, leaving the remainder of this Agreement in full force and effect, excluding, however, the general release language in this Agreement, including without limitation, in section 6 of this Agreement, and the confidentiality language herein, including but not limited to sections 7 and 8 hereof, either of which if found illegal or unenforceable, shall vitiate this entire Agreement, rendering it void *ab initio*, and require a repayment, refund and reimbursement by Manata of the consideration he received under section 3 hereof, to the Township.

11. **Tax Liability**. Manata acknowledges and agrees that neither the Township nor any of the Township Officials has made any representations to Manata regarding the tax consequences of any amounts received by Manata pursuant to this Agreement. Manata shall file all such all Federal, State and local tax returns and reports and pay all such taxes and contributions promptly when due. Manata agrees to bear tax consequences, if any, attendant upon the filing of such returns and reports and payment of the above-recited sums. Manata agrees to and shall indemnify, defend and hold and save harmless the Township and the Township Officials of, from and against any and all claims, demands, actions, causes of action, liabilities, losses, costs and expenses, including without limitation, reasonable counsel fees, costs and expenses, arising on account of Manata's failure to comply with applicable tax law and to pay all taxes, tax liabilities, deficiencies, levies, penalties and interest arising from or that may become due

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or payable on the consideration he is receiving hereunder. The Township will be responsible for deducting payroll taxes during Manata's administrative leave.

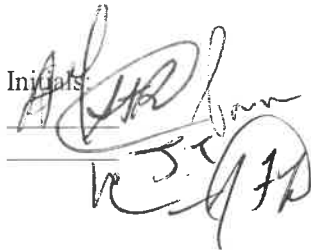
12. **Governing Law and Binding Arbitration.** This Agreement shall be governed, interpreted, construed and enforced exclusively in accordance with the laws of the State of New Jersey without regard to conflict of laws' principles and irrespective of the places of execution, delivery or performance, except where Federal law is implicated, in which case the Federal law implicated shall control. In the event either party violates, breaches or defaults under any provision of this Agreement, Manata, the Township and the Township Officials each affirms that either may, as the exclusive and only forum to hear such disputes, institute a confidential binding arbitration proceeding under the appropriate, applicable rules of, and in and with, the American Arbitration Association ("AAA") in the Newark, New Jersey vicinity, before a single arbitrator selected by AAA (the "Arbitrator") (any legal action filed in any Court constituting a violation and breach of, and a default under, section 6 hereof) and seek any remedy on account of any such violation, breach or default, including but not limited to claims for injunctive and other equitable relief, including without limitation, to specifically enforce any term or terms of this Agreement (each party additionally acknowledging that in such a case the non-breaching party will suffer irreparable injury for which there is no adequate remedy at law, notwithstanding that there also may be a legal remedy available), in addition to any other legal or equitable relief permitted at law or at equity, and claims to recover

Initials:  The block contains handwritten initials and a signature. The initials appear to be 'M' and 'A' for Manata and Township, and 'J' for Township Officials. Below them is a signature that looks like 'Manata'.

damages, subject to section 9 hereinabove. The parties consent and submit to the to the sole and exclusive jurisdiction of the AAA in Newark, New Jersey.

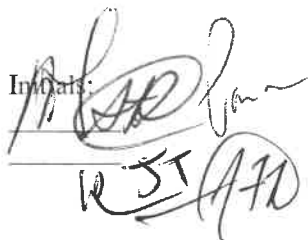
13. **Amendment.** This Agreement may not be amended, modified, altered or changed, nor may any provision hereof be waived, released or discharged, except upon express written consent of all of the parties, wherein specific reference is made to this Agreement or to such provision, which written consent is executed and delivered by all such parties.

14. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior and contemporaneous agreements or understandings between the parties. Manata acknowledges, agrees and affirms that Manata has not relied on any representations, promises or agreements of any kind made to or with Manata in connection with Manata's decision to accept this Agreement, except for those set forth in this Agreement. **HAVING ELECTED TO EXECUTE, DELIVER AND PERFORM THIS AGREEMENT, TO STRICTLY ADHERE HERETO AND COMPLY HEREWITH, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION, SUMS AND BENEFITS IN AND CONFERRED BY THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, IN SECTIONS 2 AND 3 HEREINABOVE), MANATA FREELY, VOLUNTARILY, KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS MANATA HAD, HAS, MAY**

Initials: The block contains the word 'Initials:' followed by handwritten initials and a signature. The initials appear to be 'A. J. P.' and the signature is 'Manata'.

OR MIGHT HAVE AGAINST THE TOWNSHIP OR THE TOWNSHIP OFFICIALS. MANATA HAS NOT BEEN COERCED, THREATENED, OR INTIMIDATED INTO SIGNING THIS AGREEMENT. MANATA HAS BEEN URGED, AND HAS BEEN ALLOWED AMPLE TIME, TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT, AND IN FACT HAS CONSULTED THROUGHOUT THE ENTIRE PROCESS, STARTING WITH THE INITIAL ASSERTION OF MANATA'S ALLEGED CLAIMS TO AND INCLUDING THE NEGOTIATION, ASSENT TO THE TERMS AND CONDITIONS, AND THE EXECUTION AND DELIVERY HEREOF, BY TOSCANO LAW FIRM, LLC. MANATA IN FACT HAS BEEN REPRESENTED THROUGHOUT THE INITIAL ASSERTION OF HIS ALLEGED CLAIMS TO AND INCLUDING THE NEGOTIATION, ASSENT TO THE TERMS AND CONDITIONS, AND THE EXECUTION AND DELIVERY HEREOF, BY TOSCANO LAW FIRM, LLC.

15. No Waiver. The failure of any party to insist, in any one or more instances, upon strict performance of any of the terms of this Agreement, or the waiver by any party of any right or term hereunder or of any violation, breach or default by the other party, shall not be deemed nor construed as a waiver by such party of any such term, right or default in the future.

Initials: 

16. **Captions.** The captions in this Agreement are for ease of reference only, are not a part of this Agreement, and shall not affect the content, interpretation or meaning hereof.

17. **Counterparts; PDFs; Effective Date.** This Agreement may be executed and delivered in counterparts, each of which when so executed and delivered shall be deemed an original, yet all of which shall constitute one and the same agreement. The signature of any party to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. This Agreement is dated and shall be effective among the parties as of the date first above written. This Agreement may be executed and delivered by facsimile or electronically in pdf, and such execution and delivery shall be as efficacious as if delivering this Agreement with original signatures.

18. **No Presumption.** This Agreement was negotiated and accordingly shall be interpreted and construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

19. **No Assignment.** Neither this Agreement nor either party's claims, rights or entitlement hereunder are or shall be assignable or otherwise transferable by either party, and neither party shall have the power to assign or otherwise transfer the same, any such assignment or any attempted or purported assignment or other transfer thereof being null, void, invalid, ineffective, and of no force or effect.

20. **Further Assurances.** The parties each agree to reasonably cooperate in connection with implementing this Agreement and the settlement it memorializes, and to

Initials: The block contains handwritten initials and signatures. At the top, there are two sets of initials, possibly 'AB' and 'Jm'. Below these, there is a signature that appears to be 'W. ST' followed by another signature that looks like 'JH'.

execute and deliver any and all documents, and to undertake any and all actions, which may be required or requested by the other party, for the purpose of carrying out and performing the intent and provisions of this Agreement.

21. **Notices.** Any notice or communication of any party hereto to another shall be deemed to be duly given if and when transmitted personally, in which case such notice shall be deemed effective upon receipt, or by certified mail, return receipt requested, with postage prepaid, and in such event such notice will be considered effective three (3) days after mailing, to the addresses of the parties set forth in the introductory paragraph of this Agreement; and if to the Township or the Township Officials, with a simultaneous copy to Mark P. Dugan, Esq., Triarsi, Betancourt, Wukovits & Dugan, LLC, Centennial Plaza, 186 North Avenue, East, Cranford, New Jersey, 07016 (telephone: (908) 709-1700; facsimile: (908) 272-4477; email: mpd@tbwdlaw.com).

22. **Good Faith.** Each party covenants and agrees to exercise good faith in connection with this Agreement and the performance hereof, and represents and warrants to have exercised good faith in its execution and delivery.

23. **Benefits.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, personal representatives, successors and permitted assigns.

24. **Certifications By Manata and Toscano** *As to the provisions of Paragraph 8 hereof.*

[Signature Page Follows]

Initials:  The block contains handwritten initials and signatures. At the top, the word 'Initials:' is printed. Below it, there are several handwritten marks, including what appears to be 'JD' and 'JT', and some larger, more complex signatures or initials.

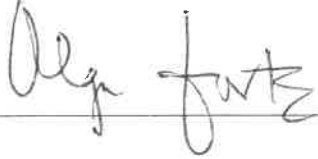
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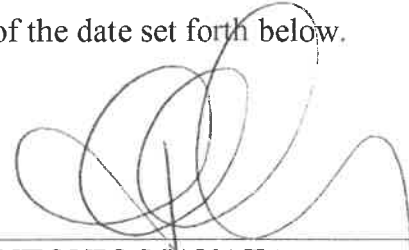
Initials
AIC
JT
AIC

[Signature Page to Confidential Settlement Agreement and Release]

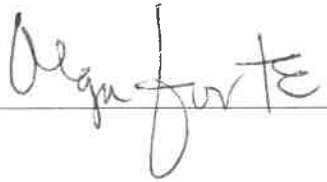
IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily have executed and delivered this Agreement on and as of the date set forth below.

WITNESS:





ANTONIO MANATA



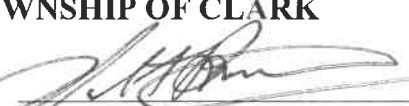
TOSCANO LAW FIRM, LLC

By: 

PATRICK P. TOSCANO, JR., ESQ.,
Manager



TOWNSHIP OF CLARK

By: 

SALVATORE BONACCORSO,
Mayor





SALVATORE BONACCORSO,
Personally

[Signatures to Confidential Settlement Agreement and Release Continued on Next Page]

Initials


[Signature Page to Confidential Settlement Agreement and Release Continued]





JOHN LAEZZA,
Personally and as an Official of the
Township





PEDRO MATOS,
Personally and as an Official of the
Township





VINCENT CONCINA,
Personally and as an Official of the
Township





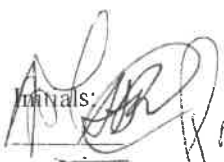
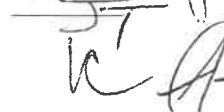
JOSEPH TESTON,
Personally and as an Official of the
Township

[Acknowledgments Follow on Next Page]

Initials:


[Acknowledgments]

208 Let's Drink ASH

Finals: 
57 
K APP