

**City of Perth Amboy
Law Department**

Interoffice-Memorandum

TO: Theresa Lopez
FROM: Louise DeNardo 
Legal Assistant
RE: Maldonado – OPRA Request
DATE: June 8, 2020

With regard to Mr. Maldonado's OPRA request, I am attaching the following resolutions:

R-367-8/5 Anthony Menna
R-290-6/18 Ana Ortiz
R-188-4/16 Edwin Rodriguez
R-391-9/16 Collene Wronko
R-431-10/16 Nalda Capo
R-187-5/18 Juan Castro
R-30-1/19 Ruben Gerena
R-459-10/18 Christine Minigiello
R-332-7/18 Soledad Vidarte
R-358-8/18 Stephen Petrosino
R-359-8/18 Vargas v. Rivera

**RESOLUTION AUTHORIZING SETTLEMENT OF ANTHONY V. MENNA V. CITY OF PERTH
AMBOY ET AL DOCKET NO. MID-L-4748-14 IN AN AMOUNT NOT TO EXCEED \$10,000.00**

WHEREAS, Anthony V. Menna brought suit against the City of Perth Amboy and others in the Superior Court of New Jersey, Middlesex County, Law Division, Docket No. MID-L-4748-14 in connection with a slip and fall accident; and

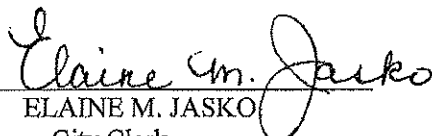
WHEREAS, the City's defense counsel has recommended that this litigation be settled for the amount of \$10,000.00; and

WHEREAS, the City's Law Director and the members of the Insurance Commission believe that it is in the best interest of the City of Perth Amboy to settle this matter on those terms; and

WHEREAS, the Chief Financial Officer has certified that the sum of \$10,000.00 is available from the Account No. 5-01-23-210-091

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERTH AMBOY:

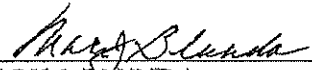
That the proper City officials are hereby authorized to settle the matter entitled Anthony V. Menna v. City of Perth Amboy and its employees for the amount of \$10,000.00, as set forth above.


ELAINE M. JASKO
City Clerk


LISA NANTON
Council President

Dated: August 10, 2015

APPROVED AS TO FORM:


MARK J. BLUNDA
Law Director

FUNDS CERTIFIED BY:


JILL GOLDBY
Chief Financial Officer

RELEASE

This Release dated **JUNE**, **2015** is given

By the Releasor(s)

ANTHONY V. MENNA,

referred to as "I,"

TO the Releasee(s)

CITY OF PERTH AMBOY

referred to as "You."

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. Release. I specifically release the following claims:

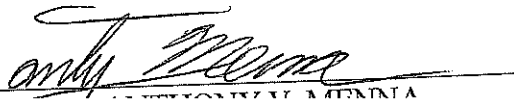
Any and all claims for personal injuries sustained by ANTHONY V. MENNA as the result of an accident that occurred on August 5, 2012, more particularly set forth in a lawsuit filed in the Superior Court of New Jersey, Law Division, Middlesex County, under Docket No. MID-4748-12.

2. Payment. In consideration for making this Release, you have agreed to pay me a settlement of \$10,000.00. I understand and agree that I will not seek anything further including any other payments from you. In addition, Releasor agrees to satisfy any liens against the proceeds of settlement, including, but not limited to outstanding medical bills, workers' compensation liens, medicare/medicaid liens, etc., and agrees to indemnify and otherwise hold harmless Releasee for claims in connection with said liens.

3. Who is Bound. I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

4. Signatures. I understand and agree to the terms of this Release. If this Release is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed by:


ANTHONY V. MENNA

Attorney(s): WILENTZ, GOLDMAN & SPITZER, P.A.
Address: 90 Woodbridge Center Drive, P. O. Box 10
Woodbridge, New Jersey 07095
Attorney ID NJ 014851996
No.
Telephone No: (732) 855-6021
Fax No.: (732) 726-6689
Attorney(s) for Plaintiff(s): Anthony V. Menna

ANTHONY V. MENNA

Plaintiff,

v.

CITY OF PERTH AMBOY, ABC CORP 1-10
(fictitious entities, real names unknown) and
JOHN DOES 1-20 fictitious individuals, real
names unknown)

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY

DOCKET NO. MID-L-4748-14

CIVIL ACTION

STIPULATION OF DISMISSAL
WITH PREJUDICE

The matter in difference in the above entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and it is hereby dismissed without costs against either party, with prejudice.

Dated: June 5, 2015

LAW OFFICES OF JAMES P. NOLAN
AND ASSOCIATES

WILENTZ, GOLDMAN & SPITZER PA

By: _____
FREDRICK L. RUBENSTEIN, ESQ.
Attorney for Defendant, City of Perth Amboy

By: 
JOHN ANZALONE, ESQ.
Attorney for Plaintiff Anthony V. Menna

**RESOLUTION AUTHORIZING SETTLEMENT OF THE MATTER OF
ANA ORTIZ V. CITY OF PERTH AMBOY, ET AL. DOCKET NO. MID-L-4203-16
IN AN AMOUNT NOT TO EXCEED \$68,000.00**

WHEREAS, there is presently pending in the Superior Court of New Jersey a civil action entitled Ana Ortiz v. City of Perth Amboy, et al.; and

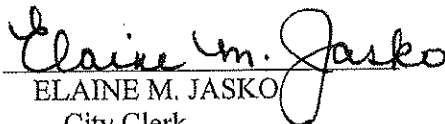
WHEREAS, prior to the commencement of trial the parties reached a tentative settlement of all claims and attorney's fees and costs in the amount of \$68,000.00; and

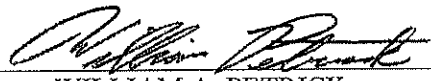
WHEREAS the City's outside defense counsel has recommended that this litigation be settled for the amount of \$68,000.00 to avoid the cost, disruption and uncertainty of further litigation; and

WHEREAS, the Chief Financial Officer has certified that the sum of \$68,000.00 is available from Account No. 8-01-23-210-091; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF PERTH AMBOY:

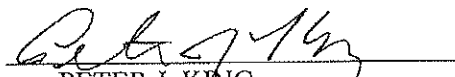
That the proper City officials are hereby authorized to execute and implement a settlement agreement and general release in a form satisfactory to the City Law Department, of the above-entitled matter for the amount of \$68,000.00, as set forth above.


ELAINE M. JASKO
City Clerk

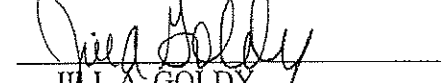

WILLIAM A. PETRICK
Council President

Dated: June 27, 2018

APPROVED AS TO FORM:


PETER J. KING
Director of Law

FUNDS CERTIFIED BY:


JILL A. GOLDY
Chief Financial Officer

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE ("AGREEMENT") is being entered into this ____ day of JUNE, 2018 between ANNA ORTIZ ("ORTIZ") and the CITY OF PERTH AMBOY ("CITY") AND JASON PLASENCIA ("PLASENCIA") (collectively referred to as "DEFENDANTS"). ORTIZ and CITY will sometimes hereinafter be collectively referred to as "the PARTIES".

WHEREAS, ORTIZ filed a civil action against DEFENDANTS in the Middlesex County Superior Court, State of New Jersey, under Docket No. MID-L-4203-16, alleging, *inter alia*: negligent operation of a motor vehicle.

WHEREAS, the PARTIES acknowledge that DEFENDANTS enter into this AGREEMENT solely to resolve all differences without incurring the additional expense and inconvenience of further action. DEFENDANTS deny that they ever acted in an unlawful or otherwise negligent manner.

WHEREAS, the PARTIES wish to compromise, resolve and settle, finally and forever, any claims and causes of action, including any appeals therefrom, that were or could have been asserted by ORTIZ against DEFENDANTS, and/or any other person or entity described in the release of this AGREEMENT.

WHEREAS, ORTIZ agrees to execute and file with the Court a Stipulation of Dismissal with Prejudice as to DEFENDANTS as set forth in paragraph 3(a).

WHEREAS, the PARTIES agree and acknowledge that this AGREEMENT is the result of a compromise and shall never be construed as an admission by DEFENDANTS of any liability, wrongdoing or responsibility on their part or on the part of their predecessors; successors; assigns; and/or past/present agents, representatives, subsidiaries, affiliates, officers, administrators, insurers, directors, members of City Counsel and/or employees. The PARTIES acknowledge that DEFENDANTS have consistently denied and continue to deny any allegations of liability, wrongdoing or responsibility. It is expressly understood and agreed that neither of the Parties shall be deemed to be a "prevailing party" for purposes of any fee-shifting statute, rule or agreement.

WHEREAS, this AGREEMENT also does not (and shall not be deemed to) constitute an adjudication or finding on the merits of ORTIZ's claims.

NOW, THEREFORE, with the intent to be legally bound, hereby, and in consideration of the mutual promises and covenants contained herein, including, but not limited to, the WHEREAS clauses set forth above, the PARTIES agree as follows:

1. (a) Within thirty (30) calendar days of DEFENDANTS' receipt of this AGREEMENT executed by ORTIZ and a fully completed and executed W-9 by NICHOLAS P. SCUTARI, L.L.C., DEFENDANTS or their designated agent shall provide to ORTIZ's

Counsel, NICHOLAS P. SCUTARI, L.L.C., a check made payable to "NICHOLAS P. SCUTARI, L.L.C. c/o ANNA ORTIZ" in the gross amount of SIXTY EIGHT THOUSAND DOLLARS (\$68,000.00). ORTIZ acknowledges that payment of the amount set forth in this subparagraph is to resolve any and all claims that were, or could have been, asserted by ORTIZ against DEFENDANTS. ORTIZ further agrees and acknowledges that the payment made in paragraph 1(a) serves as valid consideration to support ORTIZ'S release of claims set forth in paragraph 2 of this AGREEMENT as to all those individuals described and/or referenced in paragraph 2.

(b) The benefits and/or conditions described in this paragraph 1(a) shall be referenced in this AGREEMENT as "Settlement Benefits". The Settlement Benefits shall be inclusive of any and all claims for damages or attorneys' fees that may be claimed by ORTIZ or on ORTIZ's behalf and fee shifting shall not apply.

(c) ORTIZ shall be solely responsible for any taxes assessed against her individually and due all government taxing authorities as a result of the payment of the Settlement Benefits. ORTIZ further agrees to indemnify DEFENDANTS and hold them harmless from the assessment of any taxes, interest, and/or any penalties assessed by any state or federal government entity and arising out of or with regards to the AGREEMENT or receipt of Settlement Benefits by ORTIZ. ORTIZ agrees and acknowledges

that neither DEFENDANTS, nor any of their employees, agents, or counsel made any representation to ORTIZ or his counsel as to the tax consequences of the Settlement Benefits.

(d) This AGREEMENT shall finally settle and resolve all claims that were asserted, or could have been asserted, by ORTIZ against DEFENDANTS and/or any other person or entity described in the release of this AGREEMENT and/or any other person or entity identified in the Complaint or Charge filed in connection with the Litigation.

(e) ORTIZ expressly agrees and acknowledges that the payments described above are not payments to which she is otherwise entitled. Except as stated above in paragraphs 1(a) of this AGREEMENT, ORTIZ and/or his Counsel shall not be entitled to any additional compensation, remuneration, benefits or other payments from DEFENDANTS and each Party shall be responsible for payment of their own costs and attorneys' fees.

2. (a) This AGREEMENT, in effect, wipes the slate clean as to any and all disputes, controversies, differences of opinion, etc., between ORTIZ and DEFENDANTS arising at any point in time prior to the PARTIES' execution of this AGREEMENT. Thus, in consideration of the Settlement Benefits described in paragraph 1 and the entry into this AGREEMENT by DEFENDANTS, ORTIZ knowingly and voluntarily forever releases and discharges DEFENDANTS and/or any of DEFENDANTS current or former employees,

affiliates, officers, directors, trustees, board members, administrators, attorneys, insurers, agents, predecessors, successors, assigns, and legal representatives, whether acting as agents for DEFENDANTS in a collective or in an individual capacity from any and all actions or causes of actions, suits, debts, claims, complaints (civil and/or criminal), contracts, controversies, agreements, promises, damages, cross-claims, claims for contribution and/or indemnity, claims for costs and/or attorneys' fees, judgments, and demands whatsoever, in law or equity, which ORTIZ ever had, now has, or may have from the beginning of time up, through and including the date of this AGREEMENT including, but not limited to claims under the New Jersey Motor Vehicle Statute.

(b) ORTIZ acknowledges that by signing this AGREEMENT, she is releasing DEFENDANTS and/or any of DEFENDANTS' current or former employees, affiliates, officers, directors, trustees, board members, administrators, attorneys, insurers, agents, predecessors, successors, assigns, and legal representatives, members of Board of Chosen Freeholders, whether acting as agents for DEFENDANTS in a collective or in an individual capacity from any and all claims, whether known, suspected, or unknown that ORTIZ has, may have, or has had as of the date of execution of this AGREEMENT.

(c) In the event that the law prohibits a waiver of any

claim, including those specifically named in this AGREEMENT, ORTIZ hereby acknowledges that she has no valid claims under those statutes against DEFENDANTS. ORTIZ also agrees that the Settlement Benefits fully resolve any and all disputes ORTIZ has as of the execution of the AGREEMENT including any dispute ORTIZ may have and that she is not entitled to or owed any additional monies. ORTIZ hereby waives any and all relief not explicitly provided herein. This AGREEMENT is not intended to be used and shall not be used as evidence or for any other purpose in any other action or proceeding, other than evidence of the PARTIES' compromise as set forth herein or to enforce the terms of this AGREEMENT.

(d) ORTIZ agrees that if it is proven she breaches this paragraph 2, in addition to any other remedies available to DEFENDANTS, DEFENDANTS will be entitled to all attorneys' fees and costs incurred by DEFENDANTS in enforcing the AGREEMENT and defending or pursuing the action should DEFENDANTS choose to bring such an application.

(e) In the event of a breach or threatened breach by ORTIZ of the provisions of this paragraph 2, it is agreed that the obligations may be enforced by an injunction restraining ORTIZ from the commission of such breach to the full extent hereof, or to such lesser extent as a court of competent jurisdiction may deem just and proper. Nothing contained herein shall be

construed as prohibiting DEFENDANTS from pursuing any other remedies available for such breach or threatened breach.

3. (a) ORTIZ warrants and represents that, except for the Litigation described above, she has not filed any claims with any court or administrative agency against DEFENDANTS and/or any of DEFENDANTS' current or former employees, affiliates, officers, directors, trustees, board members, administrators, attorneys, insurers, agents, predecessors, successors, assigns, and legal representatives, whether acting as agents for DEFENDANTS in a collective or in an individual capacity. ORTIZ further agrees not to file or pursue any claims released by this AGREEMENT in the future in any court or other forum against DEFENDANTS and/or any of DEFENDANTS' current or former employees, affiliates, officers, directors, trustees, board members, administrators, attorneys, insurers, agents, predecessors, successors, assigns, and legal representatives, whether acting as agents for DEFENDANTS in a collective or in an individual capacity. ORTIZ further agrees to discontinue the Litigation with prejudice and will direct her Counsel to file or she will willingly file on her own, the Stipulation of Dismissal with Prejudice (Exhibit A hereto) that ORTIZ's Counsel, NICHOLAS P. SCUTARI, L.L.C. will execute and file with the Middlesex County Superior Court, State of New Jersey within three (3) business days of their receipt of the settlement check

referenced in paragraphs 1 (a) above, thereby forever dismissing the civil action against DEFENDANTS in the Middlesex County Superior Court, State of New Jersey, Docket No. MID-L-4203-16, with prejudice.

(b) ORTIZ further acknowledges and agrees that any claims for money, damages or relief of whatever nature, known or unknown, in any way growing out of or connected with the claims of the Litigation, up to and including the execution of this AGREEMENT, would be barred by the entire controversy doctrine. As such, ORTIZ agrees that except for the Settlement Benefits, she will not be entitled to or accept any money, damages and/or relief for claims against DEFENDANTS up to and including the execution of this AGREEMENT.

4. Neither this AGREEMENT, nor the payment of the Settlement Benefits, shall be construed as an admission by DEFENDANTS of any liability or unlawful conduct whatsoever.

5. BY SIGNING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, ORTIZ ACKNOWLEDGES THAT SHE:

(a) Has read this AGREEMENT carefully.

(b) Has signed this AGREEMENT voluntarily, without duress or coercion;

(c) Is capable of fully understanding, and does fully understand and agree to, the terms of this AGREEMENT.

(d) She has agreed that in executing this AGREEMENT, she has not relied and does not rely on any representation or statement made by PLASENCIA and/or CITY OF PERTH AMBOY, except as contained herein.

10. ORTIZ will indemnify, defend, and hold DEFENDANTS harmless from Medicare claims, demands, liens, damages, conditional payments, subrogated interests (including all damages, double damages, fines, penalties, costs, interest and judgments), and rights to payment, if any, including attorneys' fees, and that Medicare or anyone acting on its behalf may assert arising from or related to this AGREEMENT, the Settlement Benefits or the claims made the subject of this AGREEMENT including, but not limited to: (i) claims for reimbursement of conditional payments or for damages based on any failure to reimburse Medicare for conditional payments; (ii) claims for penalties for failure to report, late reporting, or other noncompliance with MMSEA Section 111 arising from ORTIZ'S failure to provide adequate and accurate information to SCA; and (iii) all Medicaid liens. ORTIZ further agrees to waive any and all future private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A) et seq.

11. ORTIZ acknowledges that DEFENDANTS may need to report the settlement to CMS or Medicare. ORTIZ acknowledges Medicare could require her to exhaust the entire amount consideration

payments described above on Medicare covered expenses if she is Medicare eligible. ORTIZ specifically waives any claims for damages against any and all of the parties released under this AGREEMENT including, without limitation, a private cause of action provided by 42 U.S.C. §1395y(b)(3)(A) if Medicare denies coverage for any reason, including the failure to establish a Set Aside Allocation to protect Medicare's interest. In accordance with this AGREEMENT including, without limitation, the release provisions, ORTIZ agrees that any and all applicable medical and other liens related to any claims against DEFENDANTS are to be paid out of the consideration payments described above, and that Medicare and any other liens related to the claims against DEFENDANTS are to be paid out of the Settlement Benefits described above, and that Medicare liens, lien claims, and any other liens and lien claims are the sole responsibility of ORTIZ with nothing further to be sought from DEFENDANTS or any other released party.

12. The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services or Medicare on this settlement, or ORTIZ's eligibility or entitlement to Medicare or Medicare payments, will not render this AGREEMENT void or ineffective, or in any way affect the finality of this settlement.

13. This AGREEMENT is made and entered into in the State

of New Jersey and shall in all respects be interpreted, enforced and governed under the laws of said state, irrespective of the principles of conflict of law.

14. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable, illegal, or void, such holding shall not affect any other provision of this AGREEMENT and this AGREEMENT shall then be construed as if such unenforceable provision or provisions had never been contained herein; provided however, if paragraph 2 above is held to be illegal, void or unenforceable, ORTIZ agrees to execute a valid release, and ORTIZ will indemnify and hold DEFENDANTS and those identified in paragraph 2 above harmless from all claims arising out the representations and warranties made by ORTIZ contained therein.

15. This AGREEMENT shall be binding upon ORTIZ, her heirs, administrators, representatives, successors, and assigns, and shall inure to the benefit of DEFENDANTS, and/or any of DEFENDANTS' current or former employees, affiliates, officers, directors, trustees, board members, administrators, attorneys, insurers, agents, predecessors, successors, assigns, and legal representatives, whether acting as agents for DEFENDANTS in a collective or in an individual capacity.

16. This AGREEMENT contains the full AGREEMENT of the PARTIES and may not be modified, altered, changed or terminated

except upon the express prior written consent of the PARTIES, which consent must be signed by the PARTIES or their duly authorized agents.

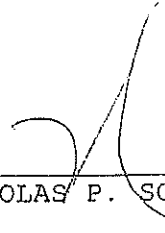
17. This AGREEMENT may be signed in counterparts, which together shall have the same force and effect as a single original signed by all the PARTIES.

18. This AGREEMENT is deemed to have been jointly prepared by the PARTIES and any uncertainty or ambiguity existing in it shall not be interpreted against any Party as the primary drafter of the AGREEMENT. The language of all parts of this AGREEMENT shall in all cases be construed as a whole, according to its meaning and not strictly for or against any of the PARTIES.

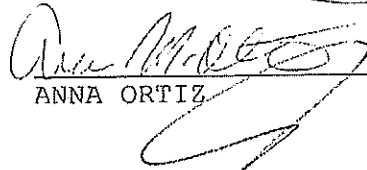
THIS AGREEMENT (EXCLUDING THE EXHIBITS HERETO) ARE NOT TO BE FILED IN ANY COURT OF LAW OR OTHERWISE MADE PUBLIC EXCEPT AS PROVIDED HEREIN. IN THE EVENT ORTIZ OR HER COUNSEL OR ANY AGENT ON THEIR BEHALF WERE TO BREACH THIS PARAGRAPH, ORTIZ AND HER COUNSEL, WILL IMMEDIATELY RETURN IN FULL ALL SETTLEMENT BENEFITS SET FORTH IN PARAGRAPH 1 OF THIS AGREEMENT AND WILL BE RESPONSIBLE FOR ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY OF PERTH AMBOY AND/OR PLASENCIA IN THE RECOVERY OF THESE SETTLEMENT BENEFITS.

IN WITNESS WHEREOF, the PARTIES knowingly and voluntarily executed and delivered this AGREEMENT as the date set forth below:

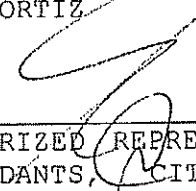
DATED: 7.2.18


NICHOLAS P. SCUTARI, ESQ.

DATED: 7-2-18


ANNA ORTIZ

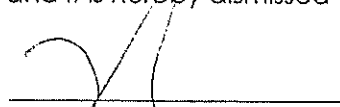
DATED: 7/5/18


AUTHORIZED REPRESENTATIVE FOR
DEFENDANTS, CITY OF PERTH
AMBOY AND JASON PLASENCIA

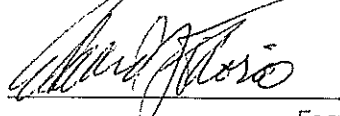
Nicholas P. Scutari, Esq. 025601993
1508 E. St. Georges Avenue
Linden, NJ 07036
(908) 925-1956
Attorneys for Plaintiff

ANA ORTIZ	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION:MIDDLESEX COUNTY
Plaintiff,	:	DOCKET NO.: MID-L-4203-16
Vs.	:	<i>Civil Action</i>
JASON PLASENCIA, et al	:	STIPULATION OF DISMISSAL
Defendant	:	

The matter in difference in the above entitled action having been amicably adjusted by and between the parties, is hereby stipulated and agreed that the same be and it is hereby dismissed with prejudice.



Nicholas P. Scutari, Esq.



, Esq.



* * * CHILD SUPPORT JUDGMENT SEARCH * * *
NEW JERSEY SUPERIOR COURT

925-1956-90

RE: ANA ORTIZ

CERTIFIED TO:

NICHOLAS P SCUTARI ESQ
1514 E ST GEORGES AVE
LINDEN NJ 07036

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF
THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY
AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD THEREIN A JUDGMENT
FOR CHILD SUPPORT PURSUANT TO N.J.S.A. 2A:17-56.23(B) EXCEPT AS SET
FORTH BELOW AGAINST:

ANA ORTIZ
SSN: XXX-XX-9226
*** Name is CLEAR ***

FROM TO
09-01-1992 06-12-2018

DATED 06-12-2018
TIME 08:45 AM

FEES: \$ 10.00
TAX: \$ 0.00
TOTAL: \$ 10.00

CJ18-165-05729 165 0970165 01

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Nicholas P. Scutari, LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☒ Other (see instructions) ▶ LLC Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 1508 E. St. Georges Avenue	Requester's name and address (optional)	
6 City, state, and ZIP code Linden, New Jersey 07036		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
0	4	-	3	6	6	3	6	9	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 6/14/18
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**RESOLUTION AUTHORIZING SETTLEMENT OF THE MATTER OF
EDWIN RODRIGUEZ V. CITY OF PERTH AMBOY, ET AL. DOCKET NO. MID-L-6473
IN AN AMOUNT NOT TO EXCEED FOR THE CITY OF PERTH AMBOY \$100,000 AND NOT
TO EXCEED \$750,000 FROM THE CITY'S INSURANCE PROVIDER, BRIT GLOBAL
SPECIALTY USA**

WHEREAS, there is presently pending in the Superior Court of New Jersey a civil action entitled Edwin Rodriguez v. City of Perth Amboy, et al.; and

WHEREAS, prior to the commencement of trial the parties reached a tentative settlement of all claims and attorney's fees and costs in the amount of \$850,000; and

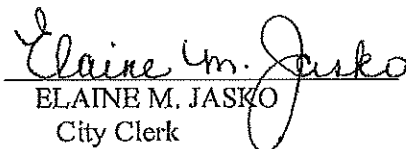
WHEREAS the City's outside defense counsel has recommended that this litigation be settled for the amount of \$850,000 to avoid the cost, disruption and uncertainty of further litigation; and

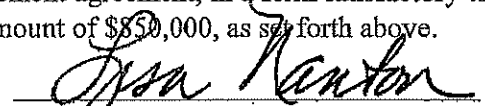
WHEREAS, the Chief Financial Officer has certified that the sum of \$100,000 is available from Account No. 6-01-23-210-091 and the sum of \$750,000 is contingent upon receipt from Brit Global Specialty USA; and

WHEREAS, the City shall only be obligated to pay an amount not to exceed \$100,000, and the additional cost will be borne by the City's insurance provider, Brit Global Specialty USA.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERTH AMBOY:

Subject to receipt of a fully executed Release and Settlement Agreement, that the proper City officials are hereby authorized to execute and implement a settlement agreement, in a form satisfactory to the City Law Department, of the above-entitled matter for the amount of \$850,000, as set forth above.


ELAINE M. JASKO
City Clerk


LISA NANTON,
Council President

Dated: April 13, 2016

APPROVED AS TO FORM:


ARLENE QUINONES PEREZ
Director of Law

FUNDS CERTIFIED BY:


JILL GOLDBY
Chief Financial Officer

**RESOLUTION AUTHORIZING SETTLEMENT OF THE MATTER OF
COLLENE WRONKO V. CITY OF PERTH AMBOY, ET AL DOCKET NO. MID-L-1340-16
IN AN AMOUNT NOT TO EXCEED \$12,155.07**

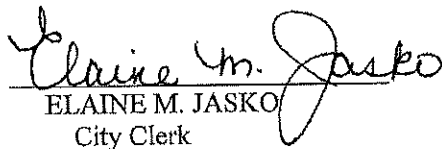
WHEREAS, there is presently pending in the Superior Court of New Jersey a civil action entitled Collene Wronko v. City of Perth Amboy and Elaine Jasko, in her capacity as City Clerk and Custodian of Records for the City of Perth Amboy; and

WHEREAS, on June 6, 2016, the Court granted Collene Wronko's Order to Show Cause for an Open Public Records Act request. The parties wish to settle the issue of attorney's fees in the amount of \$12,155.07, rather than incur additional attorneys' fees in further litigating the matter; and

WHEREAS, the Chief Financial Officer has certified that the sum of \$12,155.07 is available from Account No. 6-01-20-155-027.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERTH AMBOY:

That the proper City officials are hereby authorized to execute the settlement agreement, a copy of which is attached hereto and made a part hereof, of the above-entitled matter for the amount of \$12,155.07, as set forth above.


ELAINE M. JASKO
City Clerk


LISA NANTON
Council President

Dated: September 14, 2016

APPROVED AS TO FORM:


LOUIS N. RAINONE
Acting Director of Law

FUNDS CERTIFIED BY:


JILL GOLDBY
Chief Financial Officer

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made this ____ day of _____, 2016 between the City of Perth Amboy and Collene Wronko ("Wronko").

WHEREAS, on or about February 29, 2016, Wronko filed a Verified Complaint and Order to Show Cause against the City of Perth Amboy and its City Clerk and records custodian, Theresa Lopez, bearing docket number MID-L-1340-16 (the "Action"); and

WHEREAS, the Court entered an Order on June 6, 2016, granting Wronko's Order to Show Cause and finding Wronko to be a prevailing party entitled to an award of attorneys' fees;

WHEREAS, the Parties desire and intend to amicably resolve their dispute and any and all claims that were alleged or could have been alleged in the Action on the terms and conditions set forth in this Agreement, without any admission by any of the Parties of any wrongdoing or liability, any such wrongdoing or liability being specifically denied;

NOW, THEREFORE, in consideration of this Agreement, the promises and mutual covenants and agreements expressed herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Consideration.

(a) The City of Perth Amboy has complied with the Court's June 6, 2016 Order and supplied all records responsive to Wronko's OPRA request;

(b) The City of Perth Amboy will pay or shall cause to be paid \$12,155.07 to Pashman Stein Walder Hayden, P.C. as reimbursement of fees and costs of the Action incurred by Wronko by October 1, 2016; and

(c) Upon payment, the City of Perth Amboy shall prepare and sign a Stipulation of Dismissal with Prejudice, which Plaintiff will sign and file with the Court; and

(d) The Parties agree that each Party shall be fully responsible for any and all tax obligations or liability arising out of the above-referenced payment received by it pursuant to the terms set for above, including any and all federal, state, and local taxes which may become due as a result of such payment.

2. Release.

Each Party, including their direct and indirect affiliates, directors, managers, shareholders, members, agents, employees, successors, assigns, and legal representatives, release, give up and forever discharge each other Party and each other Party's officers, directors, partners, shareholders, members, agents, employees, independent contractors, representatives, attorneys, accountants, insurers, predecessors, heirs, personal representatives, successors, and assigns, from any and all claims, debts, demands, actions, causes of action, suits, sums of money, contracts, controversies, agreements, promises, claims for lost profits, loss of reputation, personal injury or emotional distress, executions, liabilities and any and all other claims for damages of any kind, nature and description whatsoever, both known and unknown, at law and equity, which it had (or could have) asserted in any legal or equitable proceeding relating to or concerning the Action.

3. Representations and Warranties.

(a) Each Party represents, warrants, and agrees: (i) that it has been represented by counsel, or has had the option to retain counsel, in connection with this Agreement; (ii) that it has the full right, authority, and capacity to enter into this Agreement; and (iii) that the person executing this Agreement on behalf of each Party has the full right and authority to fully commit and bind such Party; and

(b) Each Party further warrants and represents that no statement or promise made by any Party in this Agreement contains or will contain any untrue statement of a material fact or

omits or will omit a material fact necessary to make the statements, covenants, agreements, and promises contained herein or therein not misleading.

4. **Severability.**

The Parties each desire and intend that the provisions herein shall be enforced to the fullest extent permissible under applicable law. If for any reason a court of competent jurisdiction adjudicates any provision of this Agreement, or the application thereof, to be unenforceable, this Agreement shall be deemed amended to revise those provisions or portions to the maximum extent necessary to render them enforceable and the remaining provisions of this Agreement will be interpreted so as best to reasonably effect the intent of the Parties. Such amendment shall apply only with respect to the operation of this paragraph in the particular jurisdiction in which such adjudication is made.

5. **Who is Bound/Intended Beneficiaries.**

The Parties agree that this Agreement is made for the benefit of the Parties named herein, their respective past, present and future officers, directors, servants, employees, agents, affiliates, and subsidiaries and all who succeed to their rights and responsibilities, such as their personal representatives, heirs, successors and assigns, as applicable.

6. **Governing Law/Forum Selection.**

The Parties agree that: (a) this Agreement and any disputes arising thereunder shall be governed by and construed under the laws of the State of New Jersey (without reference to its choice of law principles) and be subject to Federal provisions as applicable; (b) in any subsequent action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to all of its reasonable attorney's fees and costs from the losing party; (c) the Superior Court of New Jersey, shall have exclusive jurisdiction over any dispute involving or relating to this Agreement and/or the Parties' rights and obligations thereunder; and (d) the

Parties expressly waive the right to trial by jury in any action or proceeding to enforce this Agreement.

7. Entire Agreement.

This Agreement shall constitute the entire agreement, and supersedes all prior and contemporaneous expressions, agreements, and representations by and between the Parties relating to the settlement of the Action.

8. Modification.

This Agreement may not be modified, amended or otherwise affected, in whole or in part, except in writing signed by all Parties hereto.

9. Headings.

The paragraph headings contained in this Agreement are provided for the sake of convenience only and shall not be used in construing or interpreting the terms of this Agreement.

10. Counterparts.

This Agreement may be signed in two or more counterparts, all of which collectively shall constitute a single document.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Collene Wronko

City of Perth Amboy

By: _____
Collene Wronko

Date:

By: _____
Name:
Title:
Date:

**RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AND RELEASE IN THE
MATTER OF NALDA CAPO V. CITY OF PERTH AMBOY, ET AL.
DOCKET NO. MID-L-7267-15 IN AN AMOUNT NOT TO EXCEED \$150,000.00**

WHEREAS, there is presently pending in the Superior Court of New Jersey a civil action entitled Nalda Capo v. City of Perth Amboy, et al, Docket No. MID-L-7267-15.; and

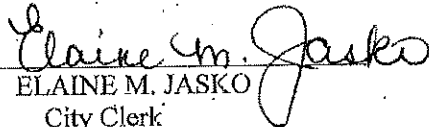
WHEREAS, prior to the commencement of trial the parties reached a tentative settlement of all claims and attorney's fees and costs in the amount of \$150,000.00 with \$50,000.00 being the City's responsibility; and

WHEREAS the City's outside defense counsel has recommended that this litigation be settled for the amount of \$150,000.00 to avoid the cost, disruption and uncertainty of further litigation; and

WHEREAS, the Chief Financial Officer has certified that the sum of \$150,000.00 is available from Account No. 6-01-20-155-299.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERTH AMBOY:

That the proper City officials are hereby authorized to execute and implement a settlement agreement and general release in a form satisfactory to the City Law Department, of the above-entitled matter for the amount of \$150,000.00, as set forth above.


ELAINE M. JASKO
City Clerk


LISA NANTON
Council President

Dated: **October 12, 2016**

APPROVED AS TO FORM:


LOUIS N. RAINONE
Acting Director of Law

FUNDS CERTIFIED BY:


JILL GOLDY
Chief Financial Officer

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Nalda Capo, on her own behalf and on behalf of her heirs, executors, administrators, and assigns (hereinafter collectively referred to as "Plaintiff"), and the City of Perth Amboy ("the City"), on its own behalf and on behalf of its heirs, executors, administrators, assigns, affiliates, departments, subdivisions, Council members, administrators, officials, employees, agents, representatives, benefit plans and insurance carriers (including any Joint Insurance Funds ("JIF")) (hereinafter collectively referred to as "Defendants"), have reached the within agreement in final settlement of any and all claims, disputes or rights, including attorneys' fees and costs, asserted or that could have been asserted by Plaintiff against Defendants from the beginning of time until the date of the Settlement Agreement and General Release ("Agreement"), except as specifically set forth herein with respect to certain worker's compensation claims ("the WC claims").

The Agreement is in full settlement of any and all claims which Plaintiff now has or may have against Defendants, individually or collectively, arising out of or in connection with Plaintiff's employment with the City of Perth Amboy and/or any term and condition of her employment and/or positions held, which are known or unknown, including, but not limited to, all claims which were or could have been asserted in the civil action entitled, "Nalda Capo v. City of Perth Amboy, et als." pending in the New Jersey Superior Court, Middlesex County County, Law Division, bearing Docket No.: MID-L-7267-15 (hereinafter "Lawsuit").

In consideration of the mutual promises contained herein it is agreed as follows:

1. Plaintiff and Defendants agree that they, through their attorneys, will execute (at the time of executing the Agreement) for filing with the New Jersey Superior Court, Law Division, Middlesex County, a Stipulation of Dismissal with Prejudice of the pending Lawsuit, Docket No.:

MID-L-7267-15, in the form annexed hereto as Exhibit A. The Stipulation shall be held in trust by Defendant's counsel and may be filed with the Court after the payment to Plaintiff's counsel of the funds set forth in paragraph 3 below.

2. At the time of execution of the Agreement, Plaintiff will provide written certification from an authorized search provider that, pursuant to N.J.S.A. 2A:17-56.23b, Plaintiff is not a child support judgment debtor, and that a Patriot Act search for Plaintiff is "clear." Plaintiff's attorney shall provide a completed Form W-9 of his law firm and shall satisfy liens, if any, from the proceeds of the settlement. Additionally, Plaintiff will execute and provide Defendants' attorney with the Medicare release attached hereto as Exhibit B. Plaintiff represents that the statements contained therein are true. Plaintiff understands and agrees that in the event it is revealed that Plaintiff is a child support judgment debtor, Plaintiff will not receive any of the proceeds of the settlement until all outstanding New Jersey child support judgments are satisfied and that if any child support judgment exceeds the net proceeds of the settlement sums, the entire settlement proceeds shall be utilized to satisfy any outstanding child support judgment. Plaintiff further understands and agrees that pursuant to Executive Order 13224 as amended by Executive Order by 13268 and 13608, a settlement sum will not be released until such time as a clear Patriot Act search is provided to Defendant reflecting that Plaintiff is not on the list on of prohibited individuals as compiled by the Federal Government. Plaintiff further understands and agrees that is Plaintiff is on such list, Plaintiff will not receive any of the proceeds of the settlement.

3. Plaintiff presently has four WC claims pending against the City, C.P. No.2015-13610, C.P. No. 2015-13614 C.P. No. 2015-13616, and C.P. No.2015-13609. C.P. No. 2015-13610, C.P. No. 2015-13614, and C.P. No. 2015-13616 are orthopedic claims and may be continued by Plaintiff. C.P. No. 2015-13609, is a claim for psychiatric or psychological injury

which claim petition Plaintiff will dismiss. Plaintiff will take such action and individually and through her attorneys as is required to have such C.P. No. 2015-13609 dismissed.

4. In full settlement of any and all claims Plaintiff now has or may have against Defendants, including those claims referred to above and including attorneys' fees and costs, within thirty (30) days after approval of the Public Entity Joint Insurance Fund (but not more than 90 days from August 18, 2016) and receipt of the executed Agreement and the executed Stipulation of Dismissal referred to above, and proof that C.P. No. 2015-13609 has been dismissed by the Division of Worker's Compensation, Defendant City, through its counsel, shall deliver to Plaintiff's attorneys, Javerbaum Wurgaft Hicks Kahn Wikstrom & Sinins ("the Javerbaum firm"), a check in the sum of \$150,000.00 payable to the Javerbaum firm, as payment for counsel fees and costs and as to payment to Plaintiff in settlement of Plaintiff's claim for alleged bodily/personal injury from alleged sexual harassment. No other payment shall be due to Plaintiff.

5. An IRS Form or Forms 1099 will be issued to the Javerbaum firm, by Defendants with respect to the payments made. The TIN of the Javerbaum firm is 22-2405729. Said payments are made in total and complete settlement of the matter and all claims referred to above, including, but not limited to, attorneys' fees, expenses and costs of suit.

It is expressly understood and agreed that Plaintiff and her counsel shall assume full responsibility for the appropriate tax treatment and tax reporting of the payments made to them. It is further understood and agreed that neither Defendants nor their counsel have made any representations to Plaintiff or her counsel concerning the taxability of the amounts described herein. It is further understood and agreed that, in the event the Internal Revenue Service, or any other taxing entity, including, but not limited to, the State of New Jersey, or any court or other tribunal of competent jurisdiction, ultimately determines that the foregoing amount constitutes

income for which any taxes remain due and owing, Plaintiff shall be responsible for the payment of such taxes (except for any mandated employer portions of such taxes), and she shall make no claim against Defendants for payment of any such taxes, or for the payment of any applicable interest or penalties. Plaintiff agrees to indemnify Defendants for any taxes, penalties or interest due and owing by her with respect to the payment specified herein. In the event it is ultimately determined that any taxes are due and owing with respect to the foregoing sum, the validity of the Settlement Agreement and General Release shall not be affected in any way.

6. Plaintiff acknowledges that the payment referred to above in Paragraph 4 constitutes additional consideration not otherwise owed to her but for the Agreement. Further, Plaintiff agrees that said payment is the only payment or benefit to which she is entitled under the Agreement and agrees that she will not seek anything further, whether monetary or otherwise, from Defendants in any proceeding. Except as expressly set forth herein, Defendants shall not be responsible for any of Plaintiff's costs and/or attorneys' fees including, but not limited to, fees and costs incurred in connection with the Lawsuit.

7. In consideration for the dismissal of Lawsuit and for the payment provided for in the Agreement, and for the mutual promises contained in the Agreement, Plaintiff expressly waives, releases and gives up any and all claims which have been asserted, or could have been asserted, in the Lawsuit referred to above, and any and all claims and rights, without limitation, that she may have against defendants.

Plaintiff specifically releases all claims arising under any contract of employment, collective negotiations agreement or any other agreement between Plaintiff and Defendants, express or implied; any provision of the Constitution of the United States, the State of New Jersey or any other state; and any provision of any other law, common or statutory, of the United States,

New Jersey or any other state, including, but not limited to, the Age Discrimination In Employment Act of 1967, as amended, 29 U.S.C. §621 et seq.; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq.; the Equal Pay Act of 1963, as amended, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; the Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq.; the National Labor Relations Act, 29 U.S.C. §151 et seq.; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; the Family and Medical Leave Act, 29 U.S.C. §2601 et seq.; 42 U.S.C. §1981; 42 U.S.C. §1983; and the Employment Retirement Income Security Act of 1974, the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq., Civil Bias, N.J.S.A. 2A:53A-21, and any other Federal, State or local equal employment opportunity laws, regulations, or ordinances; negligence; intentional tort; breach of contract; breach of collective bargaining agreement; interference with contract/business advantage; fraud; defamation; malicious prosecution; conspiracy; assault and battery; intentional infliction of emotional distress; common law claims for wrongful termination and retaliation; and any other duty or obligation of any kind or description. The Release waives all claims for discovery, whether asserted or unasserted, relating to materials or events that predate the execution of the Agreement.

The Release is intended by the parties to be construed to release any and all claims and rights arising on or before the date of the execution of the Agreement to the fullest extent permitted by law. The paragraph bars the parties from initiating legal action only to the fullest extent permitted by law. It does not bar a party from instituting legal action for the sole purpose of enforcing the Agreement.

Plaintiff and Defendants represent to each other represents that, other than the Lawsuit specifically referenced herein, there are no pending lawsuits, charges, or other claims of any nature

New Jersey or any other state, including, but not limited to, the Age Discrimination In Employment Act of 1967, as amended, 29 U.S.C. §621 et seq.; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq.; the Equal Pay Act of 1963, as amended, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; the Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq.; the National Labor Relations Act, 29 U.S.C. §151 et seq.; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; the Family and Medical Leave Act, 29 U.S.C. §2601 et seq.; 42 U.S.C. §1981; 42 U.S.C. §1983; and the Employment Retirement Income Security Act of 1974, the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq., Civil Bias, N.J.S.A. 2A:53A-21, and any other Federal, State or local equal employment opportunity laws, regulations, or ordinances; negligence; intentional tort; breach of contract; breach of collective bargaining agreement; interference with contract/business advantage; fraud; defamation; malicious prosecution; conspiracy; assault and battery; intentional infliction of emotional distress; common law claims for wrongful termination and retaliation; and any other duty or obligation of any kind or description. The Release waives all claims for discovery, whether asserted or unasserted, relating to materials or events that predate the execution of the Agreement.

The Release is intended by the parties to be construed to release any and all claims and rights arising on or before the date of the execution of the Agreement to the fullest extent permitted by law. The paragraph bars the parties from initiating legal action only to the fullest extent permitted by law. It does not bar a party from instituting legal action for the sole purpose of enforcing the Agreement.

Plaintiff and Defendants represent to each other represents that, other than the Lawsuit specifically referenced herein, there are no pending lawsuits, charges, or other claims of any nature

whatsoever by or on behalf of Plaintiff against Defendants or any of them or by or on behalf of Defendants or any of them against Plaintiff in any state or federal court or any agency or other administrative body or arbitration setting, except the WC claims referenced in Paragraph 3, filed by Plaintiff, now pending. Further, Plaintiff agrees, to the fullest extent permitted by law, not to institute any lawsuit, charges, or other claims of any nature whatsoever against Defendants in any forum, or to seek discovery from Defendants based upon any events, whether known or unknown, occurring prior to the date of the execution of the Agreement, including, but not limited to, any event related to, arising out of, or in connection with any aspect of Plaintiff's employment with the City of Perth Amboy. Additionally, Defendants agree, to the fullest extent permitted by law, not to institute any lawsuit, charges, or other claims of any nature whatsoever against Plaintiff in any forum, or to seek discovery from Plaintiff based upon any events, whether known or unknown, occurring prior to the date of the execution of the Agreement, including, but not limited to, any event related to, arising out of, or in connection with any aspect of Plaintiff's employment with the City of Perth Amboy. With respect to any report or claim or participation in any investigation or proceeding from which Plaintiff may not lawfully be precluded, Plaintiff understands and agrees that she hereby voluntarily waives any right to monetary damages against any Defendants in such action. Furthermore, nothing in this Release shall be construed to bar Plaintiff from reporting anything where the prohibition would be precluded by law.

8. Intentionally omitted.

9. By making this Agreement, Plaintiff acknowledges that none of the Defendants admit that it or they have done anything wrong, and the Defendants specifically state that they have not violated or abridged any federal, state, or local law or ordinance, or any contract or any right or obligation that it or they may owe or may have owed to Plaintiff. This Agreement shall not

constitute an admission of liability or wrongdoing for any purpose. Plaintiff further acknowledges that the allegations contained in the Lawsuit remain disputed and denied by Defendants and that the City and its JIF assert that they underwent a cost benefit analysis, made a business decision, and have agreed to settle this lawsuit in order to avoid the inherent uncertainties with any legal proceeding and the additional legal fees and expenses with continuing this dispute, but that this Release represents a compromise of a disputed claim, and any liability, wrongdoing, malfeasance, misfeasance or negligence on the part of any Defendant is expressly denied.

10. The Agreement contains the sole and entire agreement between Plaintiff and Defendants and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof. Plaintiff and Defendants represent and acknowledge, in executing the Agreement, that they have not relied upon any representation or statement not set forth herein made by any other party to the Agreement or their counsel or representatives with regard to the subject matter of the Agreement. No other promises or agreements shall be binding unless in writing and signed by the parties hereto.

11. Plaintiff and Defendants agree that if any provision of the Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall not be a part of the Agreement. The legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected by a determination that a provision herein is illegal, invalid or unenforceable.

12. Plaintiff agrees that she will not disparage, defame or slander any of the Defendants. Defendants agree that it will not disparage, defame or slander the Plaintiff.

13. Plaintiff represent that she is not eligible for Medicare and has not received any Medicare benefits in connection with this claim. Plaintiff shall execute Medicare releases and authorizations as set forth in Exhibit B.

Nonetheless, if the Centers for Medicare and Medicaid Services or any related agency representing Medicare's interests determine that Medicare has an interest in the payment to Plaintiff under this Release, Plaintiff agrees to indemnify and hold Defendants harmless from any action by the Centers for Medicare and Medicaid Services relating to medical consultation/evaluation/treatment rendered to Plaintiff. Plaintiff further understands and agrees that satisfaction of any potential interest of Medicare from the proceeds payable under this Release shall be the sole and exclusive responsibility of Plaintiff and Plaintiff agrees to provide proof of such satisfaction to the City and its JIF upon request. Plaintiff agrees that the duties stated in this paragraph are non-delegable and failure to perform such duties shall provide the City and its JIF with a right to recover any monies paid caused by the failure to satisfy any potential interest of Medicare, including any additional expenses incurred and attorney fees and enhanced fees.

Specifically, Plaintiff agrees to indemnify and hold harmless the Defendants, their insurers, attorneys, third party administrators and other in privity with them from any claims by, through and/or under Plaintiff including, but not limited to, any past, present or future claims, private causes of action, liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, actions, damages, demands, suits, liabilities, denial of coverage actions, protection of interest actions, judgments, costs and expenses, including attorneys' fees and enhanced fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or federal government, governmental agency including, but not limited to, the Social Security Administration, Medicare, Medicaid, any hospital, or any other medical provider, health care

provider, disability or insurance benefits provider, workers compensation carrier, Medicare provider, Medicaid provider or any other entity arising in whole or in part out of the Lawsuit, or in any way connected to the Lawsuit, even though not a signatory to this Agreement.

Further, even though Plaintiff is not currently enrolled in Medicare, should Plaintiff so enroll in the future, then Plaintiff shall set aside funds necessary in an approved Medicare Set Aside Account, to pay for any anticipated future medical and/or health care needs of Plaintiff, if Plaintiff holds any belief that she may require treatment that is related to and/or arises from the Lawsuit. Moreover, Plaintiff avers and covenants that if Plaintiff determines not to set aside funds in an approved Medicare Set Aside Account then, in conjunction with her affirmations set forth above and in her Certification attached as Exhibit B, it is because she does not at all expect she will require medical and/or health care treatment for any conditions related to and/or arising from the Lawsuit and/or for the exacerbation of any medical and/or health care conditions for which Plaintiff currently received medical benefits, which exacerbation is related to and/or arises from the Lawsuit. Further, should funds not be placed in any approved Medicare Set Aside Account for Plaintiff, and if care and treatment conditions related to and/or arising out of the Lawsuit are subsequently sought, then Plaintiff covenants and represents to the Defendants, their JIF, attorneys, third party administrators and others in privity with them, that Plaintiff will not submit or seek payment, for said medical care, from Medicare and/or any other government funded program.

14. Plaintiff represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Release except as otherwise set forth in this Release, and that Plaintiff has the sole right and exclusive authority to sign this Release and receive the sum specified in it; and the Plaintiff has not sold, assigned,

transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of actions referred to in this Release.

15. New Jersey law shall govern the Agreement, and any action under, and/or touching upon or affecting, the terms of the Agreement, shall be brought in a Court of competent jurisdiction located within the State of New Jersey.

16. The Settlement Agreement and General Release may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes and such counterparts together shall constitute but one and the same instrument. The parties agree to accept facsimile signatures or Portable Document Format ("pdf") signatures in lieu of original signatures.

BY SIGNING THEIR SETTLEMENT AGREEMENT AND GENERAL RELEASE,
PLAINTIFF STATES THAT:

- (a) SHE HAS READ IT;
- (b) SHE UNDERSTANDS IT AND KNOWS THAT SHE IS GIVING UP IMPORTANT RIGHTS AND CLAIMS, INCLUDING, BUT NOT LIMITED TO, RIGHTS UNDER THE STATUTES LISTED IN PARAGRAPH 7 ABOVE, AND THAT SHE IS GIVING UP ANY SUCH RIGHTS OR CLAIMS IN EXCHANGE FOR PAYMENT TO WHICH SHE WAS NOT ALREADY ENTITLED;
- (c) SHE AGREES WITH EVERYTHING IN IT;
- (d) HER ATTORNEYS, JAVERBAUM WURGAFT HICKS KAHN WIKSTROM & SININS, NEGOTIATED THE SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH HER KNOWLEDGE AND CONSENT;
- (e) SHE HAS BEEN ADVISED TO CONSULT WITH HER ATTORNEY PRIOR TO EXECUTING THE SETTLEMENT AGREEMENT AND GENERAL RELEASE, AND IN FACT HAS DONE SO;

- (f) SHE HAS BEEN GIVEN 21 DAYS WITHIN WHICH TO REVIEW AND CONSIDER THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE PRIOR TO SIGNING IT; AND
- (g) SHE UNDERSTANDS THAT FOR A PERIOD OF 7 DAYS FOLLOWING THE EXECUTION OF THE SETTLEMENT AGREEMENT AND GENERAL RELEASE HE MAY REVOKE THE PROVISIONS OF THIS AGREEMENT BY DELIVERING WRITTEN NOTIFICATION TO DEFENDANTS' COUNSEL, ROBERT F. RENAUD, ESQ., PALUMBO RENAUD & DEAPPOLONIO, LLC, 190 NORTH AVENUE EAST, CRANFORD, NEW JERSEY 07016, AND THOMAS A. ABBATE, ESQ., DeCOTIIS, FITZPATRICK & COLE, LLP, 500 FRANK W. BURR BOULEVARD, TEANECK, NEW JERSEY 07666. THE SETTLEMENT AGREEMENT AND GENERAL RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED; AND
- (h) SHE HAS SIGNED THE SETTLEMENT AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY.

IN WITNESS WHEREOF, the Parties have executed and delivered the Settlement Agreement and General Release intending to be bound hereby effective as of September , 2016.

Nalda Capo
NALDA CAPO

Attested by:

CITY OF PERTH AMBOY

CITYCLERK

ADAM E. CRUZ
BUSINESS ADMINISTRATOR

EXHIBIT A
STIPULATION OF DISMISSAL WITH PREJUDICE
SEE ATTACHED

ROBERT F. RENAUD (014791974)
PALUMBO RENAUD & DEAPPOLONIO, LLC
190 North Avenue East
Cranford, New Jersey 07016
(908) 272-9700
Attorneys for Defendant Ruiz

NALDA CAPO,

Plaintiff,

v.

CITY OF PERTH AMBOY and its
FORMER POLICE CHIEF, BENJAMIN
RUIZ

Defendants

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION: MIDDLESEX COUNTY
: DOCKET NO.: MID-L-7267-15

: Civil Action

: STIPULATION OF DISMISSAL,
: WITH PREJUDICE

It is hereby stipulated and agreed by and between the attorneys for the Plaintiff and the attorneys for the Defendants that, this matter having been amicably adjusted between the parties, the within action is hereby dismissed, with prejudice and without costs.

JAVERBAUM WURGAST HICKS
KAHN WIKSTROM & SINING
Attorneys for Plaintiff

DeCOTIIS FITZPATRICK & COLE, LLP
Attorneys for Defendant City of Perth Amboy

By: Gary S. Roth, Esq.

By: Thomas A. Abbate, Esq.

PALUMBO RENAUD & DeAPPOLONIO LLC
Attorneys for Defendant Ruiz

By: Robert F. Renaud, Esq.

EXHIBIT B
MEDICARE RELEASE
SEE ATTACHED

GENERAL RELEASE
(No Medicare Involvement)

I. Consideration and Release of Claims

For the Sole Consideration of \$ 150,000, the receipt and sufficiency whereof is hereby acknowledged, the undersigned Nalda Capo ("Releasing Party"), intending to be legally bound releases and forever discharges the City of Perth Amboy, Benjamin Ruiz, Public Entity Joint Insurance Fund and any other person, partnership, firm, corporation or other entity charged or chargeable with responsibility or liability and her/her/their/its heirs, executors, administrators, agents, insurers and assigns, and in case of corporations, all of its parents, subsidiaries, and affiliates, and its or their predecessor or successor corporations, and its or their former and current directors, officers, employees, agents, insurers and attorneys (collectively referred to as the "Released Parties") none of whom admit any liability to the Releasing Party but all expressly deny any liability, from any and all debts, claims, demands, damages, actions, causes of action or suits and liabilities of any kind or nature whatsoever including any claim for contribution or indemnity and particularly on account of all injuries, known and unknown, both to person and property, which have resulted from or may in the future develop from all claims which were or could have been asserted in the civil action entitled, "Nalda Capo v. City of Perth Amboy, et als." pending in the New Jersey Superior Court, Middlesex County, Law Division, bearing Docket No. MID-L-7267-15 ("the Lawsuit")

II. Warranty as to Medicare Involvement

The Releasing Party hereby understands and acknowledges that the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "Extension Act") requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreed to herein, the Releasing Party warrants and represents to the Released Parties, Insurer and their attorney(s) the following:

- Medicare has made NO CONDITIONAL PAYMENTS for any medical expense or prescription expense on my behalf related to the Occurrence.
- I am not, nor have I ever been a Medicare beneficiary.
- I am not currently receiving Social Security Disability Benefits.
- I have not applied for Social Security Disability Benefits.
- I have not been denied, nor have I appealed from a denial of Social Security Disability Benefits.
- I do not expect to be eligible for Medicare benefits within the next 30 months.
- I am not in End Stage Renal failure.
- No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers of any kind have been filed for the treatment of injuries sustained in the Occurrence.

III. Other Terms

The Releasing Party hereby acknowledges and agrees that he/she/they will satisfy from these proceeds any liens associated with the Occurrence and that he/she/they are solely responsible and liable for satisfaction of all liens and/or subrogation claims arising out of the Occurrence and that he/she/they will defend, indemnify and hold harmless the Released Parties should any claim be asserted against the Released Parties or their attorney(s) who are relying upon the representation.

The release shall be binding upon the Releasing Party and her/her/their/its successors, assigns, heirs, executors, administrators and legal representatives.

The Releasing Party hereby declares that the terms of the settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromised settlement of any and all present and future claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid occurrence or incident.

The Releasing Party further states that the foregoing release has been read carefully and the contents are known and the release is signed as my/our own free act and deed as the Releasing Party intends to be bound by its terms and conditions.

*** CAUTION. READ BEFORE SIGNING. THERE IS A RELEASE. ***

IN WITNESS WHEREOF,

I/We have hereunto set my/our hand(s) and seal(s) the 7th day of September, 2016.

Ralph Pineiro
Signature of Witness #1

Ralph Pineiro
Printed Name of Witness #1

5 Creskill Ave Avenel, NJ 07001
Address of Witness #1

Signature of Witness #2

Printed Name of Witness #2

Address of Witness #2

Nalda Capo
Signature of Releasing Party #1

Nalda Capo
Printed Name of Releasing Party #1

5 Creskill Ave Avenel, NJ 07001
Address of Releasing Party #1

N/A
Signature of Releasing Party #2

Printed Name of Releasing Party #2

Address of Releasing Party #2

**RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AND RELEASE IN THE
MATTER OF JUAN CASTRO V. CITY OF PERTH AMBOY,
DOCKET NO. MID-L-005590-17 IN AN AMOUNT NOT TO EXCEED \$110,000.00**

WHEREAS, there is presently pending in the Superior Court of New Jersey a civil action entitled Juan Castro v. City of Perth Amboy, Docket No. MID-L-005590-17.; and

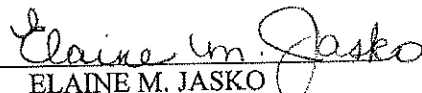
WHEREAS, prior to the commencement of trial the parties reached a tentative settlement of all claims and attorney's fees and costs in the amount of \$110,000.00; and

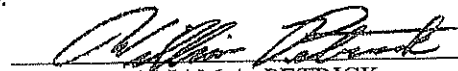
WHEREAS the City's outside defense counsel has recommended that this litigation be settled for the amount of \$110,000.00 to avoid the cost, disruption and uncertainty of further litigation; and

WHEREAS, the Chief Financial Officer has certified that the sum of \$110,000.00 is available from Account No. 8-01-55-900-019.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF PERTH AMBOY:

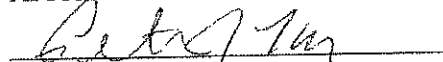
That the proper City officials are hereby authorized to execute and implement a settlement agreement and general release in a form satisfactory to the City Law Department, of the above-entitled matter for the amount of \$110,000.00, as set forth above.


ELAINE M. JASKO
City Clerk


WILLIAM A. PETRICK
Council President

Dated: May 9, 2018

APPROVED AS TO FORM:


PETER J. KING
Director of Law

FUNDS CERTIFIED BY:


JILL A. GOLDY
Chief Financial Officer

RELEASE

This Release, dated 2018, is given

BY the Releasor(s) JUAN CASTRO, referred to as I

TO: CITY OF PERTH AMBOY referred to as You. If more than one person signs this Release, I shall mean each person who signs the Release.

1. Release. I release and give up any and all claims and rights which I may have against you. This Release applies to claims resulting from anything which has happened up to now for any and all claims for personal injuries sustained by JUAN CASTRO as result of a fall down accident on November 16, 2016 which claims are the subject of a lawsuit filed in the Superior Court of New Jersey, Law Division, Middlesex County, under Docket No.: MID-L-5590-17.

This Release expressly does not release any claims for Personal Injury Protection Benefits.

All outstanding medical bills or liens including but not limited to Medicare, Medicaid, ERISA, Worker's Compensation, Welfare Lien and Child Support Liens to the extent required to be paid in accordance with the law, will be satisfied out of the proceeds of the within settlement.

All outstanding medical bills or liens including but not limited to Medicare, Medicaid, ERISA, Worker's Compensation, Welfare Liens and Child Support Liens to the extent required to be paid in accordance with the law, will be satisfied out of the proceeds of the within settlement.

PERSONAL INJURY - \$110,000.00

2. Payment. I have been paid a total of \$110,000.00, in full payment for making this Release. I agree that I will not seek anything further including any other payment.

3. Who is Bound. I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heir or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your right and responsibilities, such as your heirs or the executor of your estate.

4. Signatures. I understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.



JUAN CASTRO

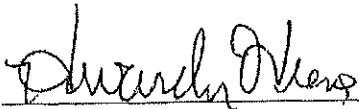
Witnessed or Attested by:



HOWARD N. WIENER, ESQ.
An Attorney at Law in The
State of New Jersey

STATE OF NEW JERSEY

I CERTIFY that on March 26 2018, the releasor(s) JUAN CASTRO personally came before me and acknowledge under oath, to my satisfaction, that this person(s): (a) is named in and personally signed this document; and (b) signed, sealed and delivered this document as his or her act and deed.



HOWARD N. WIENER, ESQ.

PREPARED BY HOWARD N. WIENER, ESQ.
Tax I.D. No. 22-1948470

**RESOLUTION AUTHORIZING SETTLEMENT OF THE MATTER OF
SOLEDAD VIDARTE, ET AL V. CITY OF PERTH AMBOY PARKING AUTHORITY, ET ALS
DOCKET NO. MID-L-6927-16 IN AN AMOUNT NOT TO EXCEED \$100,000.00**

WHEREAS, there is presently pending in the Superior Court of New Jersey a civil action entitled Soledad Vidarte, et al vs. Perth Amboy Parking Authority, et als; and

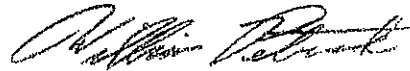
WHEREAS, prior to the commencement of trial the parties reached a tentative settlement of all claims and attorney's fees and costs in the amount of \$100,000.00; and

WHEREAS the City's outside defense counsel has recommended that this litigation be settled for the amount of \$100,000.00 to avoid the cost, disruption and uncertainty of further litigation; and

WHEREAS, the Chief Financial Officer has certified that the sum of \$90,000.00 is available from Account No. 7-01-23-210-091 and \$10,000.00 is available from account No. 8-01-23-210-091; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF PERTH AMBOY:

That the proper City officials are hereby authorized to execute and implement a settlement agreement and general release in a form satisfactory to the City Law Department, of the above-entitled matter for the amount of \$100,000.00, as set forth above.



WILLIAM A. PETRICK
Council President



VICTORIA ANN KUPSCH
Assistant City Clerk

Dated: July 11, 2018

APPROVED AS TO FORM:



PETER J. KING
Director of Law

FUNDS CERTIFIED BY:



JILL A. GOLDY
Chief Financial Officer

**RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AND RELEASE IN THE
MATTER OF RUBEN GERENA V. CITY OF PERTH AMBOY, ET AL
DOCKET NO. MID-L-2689-15 IN AN AMOUNT NOT TO EXCEED \$500,000.00**

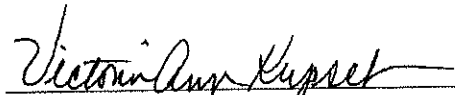
WHEREAS, there is presently pending in the Superior Court of New Jersey a civil action entitled Ruben Gerena v. City of Perth Amboy, et al Docket No. MID-L-2689-15.; and

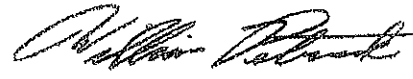
WHEREAS, the City's outside defense counsel, William R. Finizio, Esq., of DeCotiis, Fitzpatrick, Cole & Giblin, LLP has recommended that this litigation be settled for the amount of Five Hundred Thousand (\$500,000.00) Dollars to avoid the cost, disruption and uncertainty of further litigation; and

WHEREAS, the Chief Financial Officer has certified that the sum of \$500,000.00 is available from Account No. T-14-56-850-090.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERTH AMBOY:

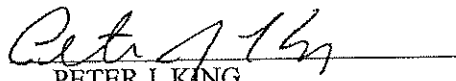
That the proper City officials are hereby authorized to execute and implement the settlement agreement and release, attached hereto and made a part of this Resolution, in a form satisfactory to the City Law Department, of the above entitled matter for the amount of \$500,000.00, as set forth above


VICTORIA ANN KUPSCH
City Clerk


WILLIAM A. PETRICK
Council President

Dated: January 9, 2019

APPROVED AS TO FORM:


PETER J. KING
Director of Law

FUNDS CERTIFIED BY:


JILL A. GOLDY
Chief Financial Officer

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT ("Release"), dated January 9, 2019 is given by RUBEN GERENA, ("Plaintiff"), to the CITY OF PERTH AMBOY, and its agents and employees, Officer Jose M. Santiago, Officer Jose M. Rosario, Officer William Dillon, Officer Maria Santiago, Lt. Paul Cannamela, Sgt. Eddie Padilla, Officer Philip Terranova, Officer Luis Guzman, Officer Frank Szeg, John Doe Members of the Perth Amboy Police Department, and John Doe Personnel of the Perth Amboy Police Department in Supervisory Capacities, (collectively, "Defendants").

1. **RELEASE.** Plaintiff releases and gives up any and all claims and rights which he may have against Defendants. This releases any and all claims, including those of which Plaintiff is not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now, and to future claims as described below. Plaintiff specifically releases all claims stemming from personal injuries, both physical and emotional; civil, constitutional and/or statutory violations; and all other losses and damages, including punitive damages and counsel fees, allegedly arising from acts or omissions by Defendants, their past, present and future officers, officials, administrators, directors, attorneys, employees, insurers, agents, and their respective successors and assigns, including, but not limited to the incident occurring on or about May 5, 2014, which is the subject of the present matter of Ruben Gerena v. City of Perth Amboy, Civil Action No. MID-L-2689-15. Plaintiff further releases any and all claims for personal injuries; civil, constitutional and/or statutory losses; and all other damages and losses, including punitive damages and counsel fees, alleged in the future as a result of the acts or omissions of the Defendants alleged in the foregoing litigation, or for any other asserted or non-asserted claim, whether or not accrued, which has occurred with regard to the Defendants at any time prior to the date of execution of this Release.

Plaintiff further understands and agree that by executing this Release and accepting the money paid by the Defendants, he acknowledges that he has received fair, just, and adequate consideration for any and all claims, and further understands and agrees that by executing this Release and accepting the money paid by the Defendants, he has forever remised, released, discharged, and given up any and all claims that he or others might have arising from or alleged to arise from any acts or omissions by the Defendants, and their agents and employees. Plaintiff further understands and agrees that if any claims are made at any time in the future by him, directly or indirectly, or by or on his behalf by his heirs and/or survivors, or by some person in a representative capacity, for pecuniary losses, injuries or damages arising from the current action against the Defendants, that the Defendants shall be entitled to be indemnified by Plaintiff, or his heirs, executors, administrators, or personal representatives, for any sums expended in defending against said claims including, but not limited to, attorneys' fees and all costs of suit together with any sum paid by way of judgment, settlement, or otherwise on account of those claims.

It is further understood and agreed that the payment of the money being paid pursuant to this Release is in full accord and satisfaction, and in compromise of, any and all disputed claims, and that the payment of the money is not an admission of liability but is made for the sole purpose of terminating the present litigation among the parties. Plaintiff acknowledges that the payment made herein shall be remitted by the Defendants' insurance carrier in settlement of the claims and that there is no finding of liability against, nor shall there be any payment of money from any of the individual parties in their personal capacities, including Defendants Officer Jose M. Santiago, Officer Jose M. Rosario, Officer William Dillon, Officer Maria Santiago, Lt. Paul Cannamela, Sgt. Eddie Padilla, Officer Philip Terranova, Officer Luis Guzman, Officer Frank Szeg, John Doe Members of the Perth Amboy Police Department, and John Doe Personnel of the

Perth Amboy Police Department in Supervisory Capacities.

In the event Plaintiff has received or shall receive any monies from any person who hereafter seeks to recover the monies from the Defendants by way of a claim or action of any type, including but not limited to subrogation actions and claims and actions or claims for contribution and/or indemnification, Plaintiff shall indemnify and hold Defendants harmless from and against any judgment entered against him or for any payment made by Defendants in connection therewith, and also for any money spent in defending against such claims including, but not limited to, attorney's fees, costs of suit, judgment, or settlement by Defendants.

2. NO ADMISSION OF LIABILITY. It is expressly understood that this Release is executed in connection with the compromise of a disputed claim and that it shall not constitute an admission of liability on the part of the Defendants or any admission that Defendants were negligent or in any way violated any contract or violated any standard of care. Nor is it an admission that Plaintiff was Negligent in any way or otherwise contributed to the happening of the incident.

3. LIENS. Plaintiff hereby certifies that if there are any liens against the proceeds of this settlement, such liens will be paid in full or compromised and released by Plaintiff out of and from the amount stated in paragraph 6, below. If any liens exist which are not satisfied as required by this Release and a claim is made or an action filed against Defendants by anyone to enforce such liens, Plaintiff agrees to immediately pay such liens in full. This is intended to include all liens, including but not limited to attorneys' liens, liens in favor of hospitals and other medical providers, liens in favor of health and other insurers, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. Plaintiff's attorney has investigated the existence of such liens, and Plaintiff makes this statement based upon information known to him and/or supplied to me by my attorney. Therefore, Plaintiff

agrees to indemnify and hold Defendants harmless from and against any and all claims made against Defendants by reason of any liens against the proceeds of this settlement. In addition, in the event a claim is hereafter made or an action is hereafter filed against Defendants by anyone seeking payment of liens, Plaintiff will indemnify and hold Defendants harmless from and against any money spent in defending against such a claim, including but not limited to, attorneys' fees, costs of suit, judgment, or settlement by Defendants.

4. WARRANTY AS TO MEDICARE INVOLVEMENT. Plaintiff understands and acknowledges that the Medicare, Medicaid and SCHIP Extension Act of 2007 requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the Release agreed to herein, Plaintiff warrants and represents to Defendants the following: 1) Medicare has made no conditional payments for any medical expense or prescription expense on his behalf related to this incident; 2) Plaintiff is not, nor has ever been a Medicare beneficiary; 3) Plaintiff is not currently receiving Social Security Disability Benefits; 4) Plaintiff has not applied for Social Security Disability Benefits; 5) Plaintiff has not been denied, nor has he appealed from a denial of Social Security Disability Benefits; 6) Plaintiff does not expect to be eligible for Medicare benefits within the next thirty (30) months; 7) Plaintiff is not in End Stage Renal failure; and 8) no liens, including but not limited to liens for medical treatments by hospitals, physicians, or medical providers of any kind have been filed for the treatment of injuries sustained in the incident that is the subject of the present litigation.

5. ATTORNEY'S FEES. Each party shall bear his or her own attorney's fees and costs arising from this action and in connection with the Complaint, the Release, and the matters and documents referred to herein, the filing of a Stipulation of Dismissal of the Complaint, and

all related matters. Plaintiff shall be responsible for any attorney's liens arising out of representation of me by any attorney which may have been or will be asserted in connection with this claim or related matters.

6. **PAYMENT.** Defendants shall pay the total sum of FIVE-HUNDRED THOUSAND DOLLARS (\$500,000.00), in a check or wire transfer to the attention of Ruben Gerena, c/o The Law Offices of Kevin T. Flood, Esq., LLC Attorney Trust Account, 204 Towne Centre Drive, Hillsborough Township, New Jersey 08844. Plaintiff agrees that he will not seek anything further, including any other payment, from Defendants.

7. **DISMISSAL OF ALL CLAIMS.** Promptly after the execution of this Release, counsel for each party shall execute and cause to be filed in the Superior Court of New Jersey, a proposed Stipulation and Order of Dismissal With Prejudice in the form annexed hereto as **Exhibit A**. Plaintiff agrees to dismiss with prejudice all claims that have been asserted or could have been asserted against Defendants in the present litigation.

8. **WHO IS BOUND.** Plaintiff is bound by this Release. Plaintiff specifically understands and agrees that all of the terms and conditions of this Release are for the benefit of and are binding upon him, and anyone else who succeeds to his rights and responsibilities. This Release is made for the benefit of Defendants and for the benefit of all who succeed Defendants in their rights and responsibilities.

9. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** Plaintiff represents and warrants that he has the sole right and exclusive authority to execute this Release and receive the sum specified in it, and that he has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

10. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering

into this Release, Plaintiff represents that he has relied upon the legal advice of his attorney, who is the attorney of his choice, and that he has read this Release in its entirety or had it read to him, and that the terms of this Release have been explained to Plaintiff by his attorney, and that these terms are fully understood and voluntarily accepted by him.

11. GOVERNING LAW. This Release shall be construed and interpreted in accordance with the laws of the State of New Jersey.

12. ADDITIONAL DOCUMENTS. All parties agree to cooperate fully and to execute any and all supplementary documents and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.

13. NON-DISCLOSURE. Plaintiff stipulates that the settlement of the present litigation and this Release are confidential. Plaintiff shall not disclose the amount of the settlement or the terms hereof to any person nor discuss or confirm the same with any person, except my counsel, spouse and/or tax professional. Plaintiff agrees that he is responsible for insuring that my spouse (if any) and/or tax professional understand and comply with this confidentiality provision. Plaintiff agrees not to contact the media or make any press release regarding the resolution of this matter. In the event Plaintiff is contacted by any person regarding the present litigation or this settlement, Plaintiff shall state that "the matter has been resolved" and that he has "no further comment." In the event Plaintiff receives a subpoena or court order regarding the terms of this settlement, Plaintiff shall provide Defendants with at least ten (10) days' written notice before complying with said subpoena or court order. Plaintiff acknowledges that Defendants may be required to disclose the amount of this settlement, under the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1, et seq., or other law or court order. Any such disclosure by Defendants pursuant to OPRA, or other law or court order, shall not operate as a waiver of the confidentiality of this settlement, nor shall it relieve Plaintiff of his

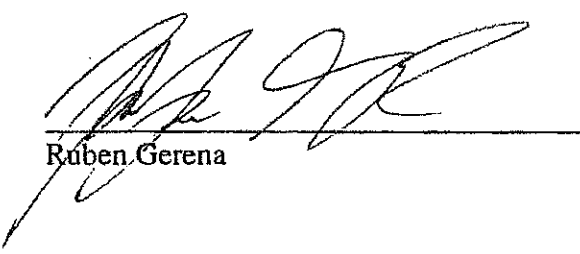
obligation to comply with the terms of this paragraph.

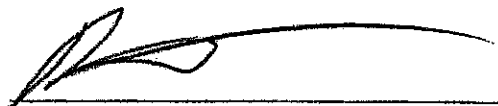
14. NON-DISPARAGEMENT. Plaintiff agrees not to make any disparaging statements concerning Defendants, and further agrees not to authorize any person or entity to make any disparaging statements concerning Defendants.

15. NO OTHER PROCEEDINGS. Plaintiff represents that there are no pending or contemplated lawsuits, charges, administrative proceedings, criminal complaints or other claims of any nature whatsoever against any of the Defendants in any state or federal court or before any agency or other administrative body.

16. NO CLAIMS PERMITTED/COVENANT NOT TO SUE. To the fullest extent permitted by law, Plaintiff covenants and agrees that he will not commence, encourage, facilitate or participate in any action or proceeding for damages or any other type of relief against Defendants, in any state, federal or local court or before any administrative agency relating to the subject matter of the present litigation, based upon any act, event or omission occurring before the effective date of this Release. Except as prohibited by law, in the event that any charge, complaint or action is filed by Plaintiff, it shall be dismissed with prejudice upon presentation of this Release, and Plaintiff shall reimburse Defendants for the costs, including attorneys' fees, of defending any such action.

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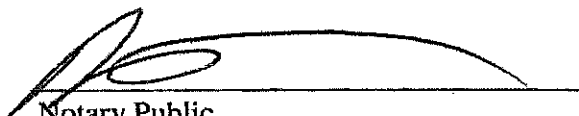
Ruben Gerena

Kevin T. Flood, Esq.
Attorney for Plaintiff

STATE OF NEW JERSEY :

COUNTY OF MIDDLESEX:

I certify that on Aug 9, 2019, Ruben Gerena, came before me and acknowledge under oath, to my satisfaction, that he has the power and authority to execute this Release and to bind himself, and that he personally signed this document, and that he voluntarily signed, sealed, and delivered this document as his act or deed, without coercion or undue influence by any other person(s).



Notary Public

**RESOLUTION AUTHORIZING SETTLEMENT OF THE MATTER OF
CHRISTIE MINIGIELLO V. CITY OF PERTH AMBOY, ET AL. DOCKET NO. MID-L-007211-
16 IN AN AMOUNT NOT TO EXCEED \$45,756.00**

WHEREAS, there is presently pending in the Superior Court of New Jersey a civil action entitled Christie Minigiello v. City of Perth Amboy, et al.; and

WHEREAS, prior to the commencement of trial the parties reached a tentative settlement of all claims and attorney's fees and costs in the amount of \$45,756.00; and

WHEREAS the City's outside defense counsel has recommended that this litigation be settled for the amount of \$45,756.00 to avoid the cost, disruption and uncertainty of further litigation; and

WHEREAS, the Chief Financial Officer has certified that the sum of \$45,756.00 is available from Account No. 8-01-23-210-091.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF PERTH AMBOY:

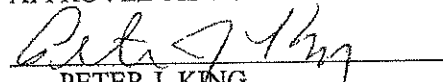
That the proper City officials are hereby authorized to execute and implement a settlement agreement and general release in a form satisfactory to the City Law Department, of the above-entitled matter for the amount of \$45,756.00, as set forth above.


VICTORIA ANN KUPSCH
City Clerk


WILLIAM A. PETRICK
Council President

Dated: October 24, 2018

APPROVED AS TO FORM:


PETER J. KING
Director of Law

FUNDS CERTIFIED BY:


JILL A. GOLDY
Chief Financial Officer

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Christie Minigiello, on her own behalf and on behalf of her heirs, executors, administrators, and assigns (hereinafter collectively referred to as "Plaintiff"), and the City of Perth Amboy ("the City"), on its own behalf and on behalf of its heirs, executors, administrators, assigns, affiliates, departments, subdivisions, Council members, administrators, officials, employees, agents, representatives, benefit plans and insurance carriers (including any Joint insurance Funds ("JIF"), (hereinafter collectively referred to as "Defendants"), have reached the within agreement in final settlement of any and all claims, disputes or rights, including attorneys' fees and costs, asserted or that could have been asserted by Plaintiff against Defendants from the beginning of time until the date of the Settlement Agreement and General Release (the "Agreement").

The Agreement is in full settlement of any and all claims which Plaintiff now has or may have against Defendants, individually or collectively, arising out of or in connection with Plaintiff's employment with the City of Perth Amboy and/or any term and condition of her employment and/or positions held, which are known or unknown, including, but not limited to, all claims which were or could have been asserted in the civil action entitled, "Christie Minigiello v. City of Perth Amboy, et al." pending in the New Jersey Superior Court, Middlesex County, Law Division, bearing Docket No. MID-L-007211-16 (hereinafter the "Lawsuit").

In consideration of the mutual promises contained herein it is agreed as follows:

1. Plaintiff and Defendants agree that they, through their attorneys, will execute (at the time of executing the Agreement) for filing with the New Jersey Superior Court, Law Division, Middlesex County, a Stipulation of Dismissal with Prejudice of the pending Lawsuit,

Docket No.: MID-L-007211-16, in the form annexed hereto as Exhibit A. The Stipulation shall be held in trust by Defendants' counsel and may be filed with the Court after the payment to Plaintiff's counsel of the funds set forth in paragraph 3 below.

2. At the time of execution of the Agreement, Plaintiff will provide written certification from an authorized search provider that, pursuant to N.J.S.A. 2A:17-56.23b, Plaintiff is not a child support judgment debtor, and that a Patriot Act search for Plaintiff is "clear." Plaintiff's attorney shall provide a completed Form W-9 of his law firm and shall satisfy liens, if any, from the proceeds of the Settlement. Plaintiff represents that the statements contained therein are true. Plaintiff understands and agrees that in the event it is revealed that Plaintiff is a child support judgment debtor, Plaintiff will not receive any of the proceeds of the settlement until all outstanding New Jersey child support judgments are satisfied and that if any child support judgment exceeds the net proceeds of the settlement sums, the entire settlement proceeds shall be utilized to satisfy any outstanding child support judgment. Plaintiff further understands and agrees that pursuant to Executive Order 13224 as amended by Executive Order 13268 and 13608, a settlement sum will not be released until such time as a clear Patriot Act search is provided to Defendants reflecting that Plaintiff is not on the list of prohibited individuals as compiled by the Federal Government. Plaintiff further understands and agrees that if Plaintiff is on such list, Plaintiff will not receive any of the proceeds of the settlement.

3. In full settlement of any and all claims Plaintiff now has or may have against Defendants, including those claims referred to above and including attorneys' fees and costs, within thirty (30) days after the concurrent approval of both the Public Entity Joint Insurance Fund and the City of Perth Amboy (but not more than 90 days from August 14, 2018) and receipt of the executed Agreement and the executed Stipulation of Dismissal referred to above,

Defendant City, through its counsel, shall deliver to Plaintiff's attorneys, KOLMAN ELY, P.C., 414 Hulmeville Avenue, Penndel, Pennsylvania, 19047, a check in the sum of \$450,000.00, as payment to Plaintiff. In addition, Defendants shall reimburse Plaintiff's counsel for mediation fees in the amount of \$756. No other payment shall be due to Plaintiff.

4. An IRS Form or Forms 1099 will be issued to the KOLMAN ELY firm by Defendants with respect to the payments made. Said payments are made in total and complete settlement of the matter and all claims referred to above, including, but not limited to, attorneys' fees, expenses and costs of suit. It is expressly understood and agreed that Plaintiff and her counsel shall assume responsibility for the appropriate tax treatment and tax reporting of the payments made to them. It is further understood and agreed that in the event the Internal Revenue Service, or any other taxing entity, including, but not limited to, the State of New Jersey or any court or other tribunal of competent jurisdiction, ultimately determines that the foregoing amount constitutes income for which any taxes remain due and owing, Plaintiff shall be responsible for the payment of such taxes (except for any mandated employer portions of such taxes), and he shall make no claim against Defendants for payment of any such taxes, or for the payment of any applicable interest or penalties. Plaintiff agrees to indemnify Defendants for any taxes, penalties or interest due and owing by him with respect to the payment, specified herein. In the event it is ultimately determined that any taxes are due and owing with respect to the foregoing sum, the validity of the Settlement Agreement and General Release shall not be affected in any way.

5. Plaintiff acknowledges that the payment referred to above in Paragraph 3 constitutes consideration not otherwise owed to her but for the Agreement. Further, Plaintiff agrees that said payment is the only payment or benefit to which she is entitled under the

Agreement and agrees that she will not seek anything further, whether monetary or otherwise, from Defendants in any proceeding. Except as expressly set forth herein, Defendants shall not be responsible for any of Plaintiff's costs and/or attorneys' fees including, but not limited to, fees and costs incurred in connection with the Lawsuit. The parties shall split the cost of mediation equally, and shall individually make payment for the same directly to the mediator.

6. In consideration for the dismissal of the Lawsuit and for the payment provided for in the Agreement, and for the mutual promises contained in the Agreement, Plaintiff expressly waives, releases and gives up any and all claims which have been asserted, or could have been asserted, in the Lawsuit referred to above, and any and all claims and rights, without limitation, that she may have against Defendants from the beginning of time up until the date of execution of this Settlement Agreement. Plaintiff specifically releases all claims arising under any contract of employment, collective negotiations agreement or any other agreement between Plaintiff and Defendants, express or implied; any provision of the Constitution of the United States, the State of New Jersey or any other state; and any provision of any other law, common or statutory, of the United States, New Jersey or any other state, including, but not limited to: New Jersey's Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1 et seq., the Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. ("CEPA"), common law wrongful discharge, and any other Federal, State or local law.

The Release is intended by the parties to be construed to release any and all claims and rights arising on or before the date of the execution of the Agreement to the fullest extent permitted by law. This paragraph bars the parties from initiating legal action only to the fullest extent permitted by law. It does not bar a party from instituting legal action for the sole purpose of enforcing the Agreement.

Plaintiff and Defendants represent to each other that, other than the Lawsuit specifically referenced herein, there are no pending lawsuits, charges, or other claims of any nature whatsoever by or on behalf of Plaintiff against Defendants, or by or on behalf of Defendants against Plaintiff in any state or federal court or any agency or other administrative body.

Further, Plaintiff agrees, to the fullest extent permitted by law, not to institute any lawsuit, charges, or other claims of any nature whatsoever against Defendants in any forum, or to seek discovery from Defendants based upon any events, whether known or unknown, occurring prior to the date of the execution of the Agreement, including, but not limited to, any event related to, arising out of, or in connection with any aspect of Plaintiff's former employment with the City of Perth Amboy. Additionally, Defendants agree, to the fullest extent permitted by law, not to institute any lawsuit, charges, or other claims of any nature whatsoever against Plaintiff in any forum, or to seek discovery from Plaintiff based upon any events, whether known or unknown, occurring prior to the date of the execution of the Agreement, including, but not limited to, any event related to, arising out of, or in connection with any aspect of Plaintiff's employment with the City of Perth Amboy. With respect to any report or claim or participation in any investigation or proceeding from which Plaintiff may not lawfully be precluded, Plaintiff understands and agrees that she hereby voluntarily waives any right to monetary damages against any Defendants in such action. Furthermore, nothing in this Release shall be construed to bar Plaintiff from reporting anything where the prohibition would be precluded by law. Plaintiff agrees that her employment with the City has been terminated, that she has no current employment relationship with the City and no continuing or future right to employment by the City.

7. By making this Agreement, Plaintiff acknowledges that none of the Defendants admit that it or they have done anything wrong, and the Defendants specifically state that they have not violated or abridged any federal, state, or local law or ordinance, or any contract or any right or obligation that it or they may owe or may have owed to Plaintiff. This Agreement shall not constitute an admission of liability or wrongdoing for any purpose. Plaintiff further acknowledges that the allegations contained in the Lawsuit remain disputed and denied by Defendants and that the City and its JIF assert that they underwent a cost benefit analysis, made a business decision, and have agreed to settle this lawsuit in order to avoid the inherent uncertainties with any legal proceeding and the additional legal fees and expenses with continuing this dispute, but that this Release represents a compromise of a disputed claim, and any liability, wrongdoing, malfeasance, misfeasance or negligence on the part of any Defendant is expressly denied.

8. The Agreement contains the sole and entire agreement between Plaintiff and Defendants and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof. Plaintiff and Defendants represent and acknowledge, in executing the Agreement, that they have not relied upon any representation or statement not set forth herein made by any other party to the Agreement or their counsel or representatives with regard to the subject matter of the Agreement. No other promises or agreements shall be binding unless in writing and signed by the parties hereto.

9. Plaintiff and Defendants agree that if any provision of the Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall not be a part of the Agreement. The legality, validity and enforceability of the

remaining provisions of the Agreement shall not be affected by a determination that a provision herein is illegal, invalid or unenforceable.

10. The parties agree that they will not disparage, defame or slander each other. In the event the City receives a reference check from a prospective employer of Plaintiff, the City will not provide a negative reference and will instead provide a neutral reference, confirm Plaintiff's position and dates of employment, and that she voluntarily resigned her position. Plaintiff will not affirmatively publicize this lawsuit, the facts or circumstances relating to this settlement or otherwise engage in social media, internet or media postings, or other forms of communication referring or relating to the facts, allegations or claims in this lawsuit. Plaintiff will not engage in social media, internet or media postings or otherwise engage in any form of communication that is intended to disparage, criticize or cast into disrepute the City of Perth Amboy Animal Shelter, its current or former employees, or her supervisors.

11. New Jersey law shall govern the Agreement, and any action under, and/or touching upon or affecting, the terms of the Agreement, shall be brought in a Court of competent jurisdiction located within the State of New Jersey.

12. The Settlement Agreement and General Release may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes and such counterparts together shall constitute but one and the same instrument.

13. By signing this Settlement Agreement and General Release, Plaintiff states and represents that:

- (a) She has read it;
- (b) She understands it and knows that she is giving up important rights and claims, including, but not limited to,

rights under the statutes listed in paragraph 6 above, and that she is giving up any such rights or claims in exchange for payment to which she was not already entitled;

- (c) She agrees with everything in it;
- (d) Her attorneys, KOLMAN ELY, P.C., negotiated the Settlement Agreement and General Release with her knowledge and consent;
- (e) She has been advised to consult with her attorney prior to executing the Settlement Agreement and General Release, and in fact has done so;
- (f) She has been given 21 days within which to review and consider this Settlement Agreement and General Release prior to signing and, on the advice of counsel, has reviewed the Agreement and waives her right to the waiting period; and
- (g) She understands that for a period of 7 days following the execution of this Settlement Agreement and General Release she may revoke the provisions of this Agreement by delivering written notification to Defendants' counsel, DECOTITS, FITZPATRICK, COLE & GIBLIN, LLP, 500 Frank W. Burr Boulevard, Teaneck, New Jersey 07666. Plaintiff, on the advice of counsel, has waived this waiting period; and
- (h) She has signed the Settlement Agreement and General Release knowingly and voluntarily.

IN WITNESS WHEREOF, the Parties have executed and delivered the Settlement Agreement and General Release intending to be bound hereby effective as of August __, 2018.

CHRISTIE MINIGIELLO

By: _____
Christie Minigiello, Plaintiff

SWORN TO AND SUBSCRIBED IN MY PRESENCE
this ____ day of ____, 2018.

Notary Public

CITY OF PERTH AMBOY

By: _____
Gregory Fehrenbach, Business Administrator

SWORN TO AND SUBSCRIBED IN MY PRESENCE
this ____ day of ____, 2018.

**RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AND RELEASE IN THE
MATTER OF NELVI CABA V. CITY OF PERTH AMBOY, ET AL
DOCKET NO. MID-L-6667-17 IN AN AMOUNT NOT TO EXCEED \$4,000.00**

WHEREAS, there is presently pending in the Superior Court of New Jersey a civil action entitled Nelvi Caba, individually and Nelvi Caba, t/a Nelvi's Transit v. City of Perth Amboy, et al Docket No. MID-L-6667-75; and

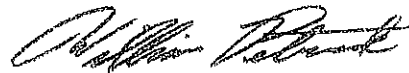
WHEREAS, the City's defense counsel, Peter J King, Esq., of King and Petracca, has recommended that this litigation be settled for the amount of Four Thousand (\$4,000.00) Dollars to avoid the cost, disruption and uncertainty of further litigation; and

WHEREAS, the Chief Financial Officer has certified that the sum of \$4,000.00 is available in Account 8-01-20-155-027; and

WHEREAS, the City has been providing a defense and will be responsible for indemnification.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERTH AMBOY:

That the proper City officials are hereby authorized to execute and implement the settlement agreement and release, attached hereto and made a part of this Resolution, in a form satisfactory to the City Law Department, of the above entitled matter for the amount of \$4,000.00, as set forth above.



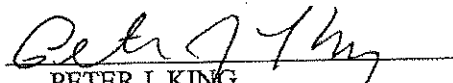
WILLIAM A. PETRICK
Council President



VICTORIA ANN KUPSCH
City Clerk

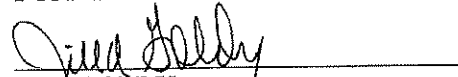
Dated: January 9, 2019

APPROVED AS TO FORM:



PETER J. KING
Director of Law

FUNDS CERTIFIED BY:



JILL GOLDY
Chief Financial Officer

**RESOLUTION AUTHORIZING SETTLEMENT OF THE MATTER OF
SOLEDAD VIDARTE, ET AL V. CITY OF PERTH AMBOY PARKING AUTHORITY, ET ALS
DOCKET NO. MID-L-6927-16 IN AN AMOUNT NOT TO EXCEED \$100,000.00**

WHEREAS, there is presently pending in the Superior Court of New Jersey a civil action entitled Soledad Vidarte, et al vs. Perth Amboy Parking Authority, et als; and

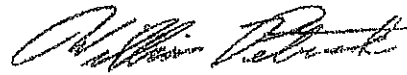
WHEREAS, prior to the commencement of trial the parties reached a tentative settlement of all claims and attorney's fees and costs in the amount of \$100,000.00; and

WHEREAS the City's outside defense counsel has recommended that this litigation be settled for the amount of \$100,000.00 to avoid the cost, disruption and uncertainty of further litigation; and

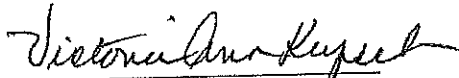
WHEREAS, the Chief Financial Officer has certified that the sum of \$90,000.00 is available from Account No. 7-01-23-210-091 and \$10,000.00 is available from account No. 8-01-23-210-091; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF PERTH AMBOY:

That the proper City officials are hereby authorized to execute and implement a settlement agreement and general release in a form satisfactory to the City Law Department, of the above-entitled matter for the amount of \$100,000.00, as set forth above.



WILLIAM A. PETRICK
Council President



VICTORIA ANN KUPSCH
Assistant City Clerk

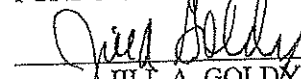
Dated: July 11, 2018

APPROVED AS TO FORM:



PETER J. KING
Director of Law

FUNDS CERTIFIED BY:



JILL A. GOLDY
Chief Financial Officer

**RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AND RELEASE IN THE
MATTER OF STEPHEN PETROSINO V. CITY OF PERTH AMBOY POLICE DEPARTMENT
ET AL, DOCKET NO. MID-L-442-16 IN AN AMOUNT NOT TO EXCEED \$125,000.00**

WHEREAS, there is presently pending in the Superior Court of New Jersey a civil action entitled Stephen Petrosino v. City of Perth Amboy Police Department et al, Docket No. MID-L-442-16.; and

WHEREAS, prior to the commencement of trial the parties reached a tentative settlement of all claims and attorney's fees and costs in the amount of \$125,000.00; and

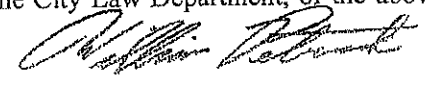
WHEREAS the City's outside defense counsel has recommended that this litigation be settled for the amount of \$125,000.00 to avoid the cost, disruption and uncertainty of further litigation; and

WHEREAS, the Chief Financial Officer has certified that the sum of \$125,000.00 is available from Account No. 8-01-23-210-091.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY
OF PERTH AMBOY:**

That the proper City officials are hereby authorized to execute and implement a settlement agreement and general release in a form satisfactory to the City Law Department, of the above-entitled matter for the amount of \$125,000.00, as set forth above.


VICTORIA ANN KUPSCH
City Clerk


WILLIAM A. PETRICK
Council President

Dated: August 8, 2018

APPROVED AS TO FORM:


PETER J. KING
Director of Law

FUNDS CERTIFIED BY:


JILL A. GOLDY
Chief Financial Officer

**RESOLUTION AUTHORIZING SETTLEMENT OF THE MATTER OF
SONIA VARGAS VS. OMAR RIVERA, ET AL DOCKET NO. MID-L-787-17 IN AN AMOUNT
NOT TO EXCEED \$105,000.00**

WHEREAS, there is presently pending in the Superior Court of New Jersey a civil action entitled Sonia Vargas vs. Omar Rivera et als; and

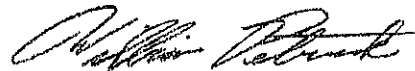
WHEREAS, prior to the commencement of trial the parties reached a tentative settlement of all claims and attorney's fees and costs in the amount of \$105,000.00; and

WHEREAS the City's counsel has recommended that this litigation be settled for the amount of \$105,000.00 to avoid the cost, disruption and uncertainty of further litigation; and

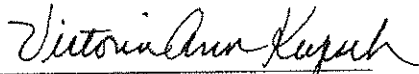
WHEREAS, the Chief Financial Officer has certified that the sum of \$105,000.00 is available from Account No. 8-01-23-210-091; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY
OF PERTH AMBOY:**

That the proper City officials are hereby authorized to execute and implement a settlement agreement and general release in a form satisfactory to the City Law Department, of the above-entitled matter for the amount of \$105,000.00, as set forth above.



WILLIAM A. PETRICK
Council President



VICTORIA ANN KUPSCH
City Clerk

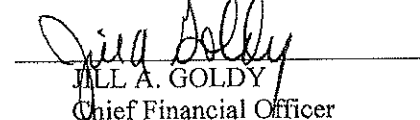
Dated: August 8, 2018

APPROVED AS TO FORM:



PETER J. KING
Director of Law

FUNDS CERTIFIED BY:



JILL A. GOLDY
Chief Financial Officer