

# Exhibit “A”

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Agreement") is made and entered into as of March\_\_\_\_, 2019, by and between **THE TOWNSHIP OF WEST ORANGE** (the "Township") with its main offices at 66 Main Street, West Orange, NJ 07052 and **OCEAN CLEAN, INC.** ("Ocean Clean"), having its offices located at 41 Sunset Terrace, Cedar Grove, NJ 07009 (each a "Party" and collectively, the "Parties").

### **RECITALS**

A. The Township issued bid specifications for the award of a Contract for Janitorial Services (the "Contract") for a period of twenty-four (24) months with an option to extend the Contract for an additional one year.

B. On October 30, 2018, Ocean Clean submitted a bid for the Contract in the amount of \$42,994 per year.

C. Ocean Clean submitted with its bid, a bid bond issued by First Indemnity of America Insurance Company ("FIA"), "in penal sum of 10% of [the] AMOUNT BID NOT TO EXCEED \$20,000 Dollars."

D. The Township sought to award the Contract to Ocean Clean as the lowest responsible bidder pursuant to the requirements of the Local Public Contracts Law (the "LPCL").

E. On December 5, 2018, Ocean Clean advised the Township that it would not enter into the Contract with the Township.

F. On January 4, 2019, the Township filed a Complaint with the Superior Court of New Jersey, Law Division, Special Civil Part (the "Court") seeking to recover under the bid bond issued by FIA and submitted to the Township by Ocean Clean

commencing the case captioned: Township of West Orange v. First Indemnity of America Insurance Company and Ocean Clean, Inc., Docket No. ESX-DC-258-19 (the "Lawsuit").

G. The Parties wish fully and finally to compromise and settle the Lawsuit and all claims, controversies, demands, actions, and causes of action against each other (collectively, the "Released Claims").

**NOW, THEREFORE**, in consideration of the promises, covenants, releases, and agreements herein contained and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Ocean Clean shall pay the Township the sum of Four Thousand Dollars (\$4,000) (the "Settlement Amount") in full and final satisfaction of the Lawsuit and in settlement of all claims that the Township may have against Ocean Clean.

2. Ocean Clean shall make its first payment to the Township no later than March 14, 2019 in the amount of \$2,000 (the "First Settlement Payment").

3. Ocean Clean shall make its second payment to the Township no later than March 31, 2018 in the amount of \$1,000 (the "Second Settlement Payment").

4. Ocean Clean shall make its third and final payment to the Township no later than April 30, 2019 in the amount of \$1,000 (the "Third Settlement Payment").

5. **TIME IS OF THE ESSENCE** with regards to all payments set forth herein.

6. The Consent Judgment annexed hereto as Exhibit "A" (the "Consent Judgment") in the full amount of the Township's claim totaling \$8,598.80 less any

payment made by Ocean Clean pursuant to this Settlement Agreement shall be executed and delivered simultaneously with this Agreement.

7. Upon receipt of all of the settlement payments, the Township will file with the Court a Stipulation of Dismissal as to all claims and all parties in the Lawsuit. See Exhibit “B” annexed hereto.

8. In the event that Ocean Clean fails to make timely payments under the terms and conditions of this Settlement Agreement, the Township shall file the Consent Judgment with the Court and preserve all claims against FIA and all post-judgment remedies against Ocean Clean.

9. The Township will not dismiss any claims against any parties until such time as it receives all payments pursuant to this Settlement Agreement.

10. The Township will agree to any extensions or adjournments related to the Lawsuit until April 30, 2019 when the Third Settlement Payment is due.

11. Ocean Clean represents and warrants that it has had sufficient time to consult with her own legal representative and counsel and that it has not relied on any statements, representations or advice provided by McManimon, Scotland and Baumann, LLC.

12. The Superior Court of New Jersey, Essex Vicinage shall have exclusive jurisdiction to adjudicate matters arising under or in connection with this Agreement.

13. This Agreement contains the entire agreement between the Parties and can only be modified by a writing signed by the parties.

14. Each Party warrants that he and/or she has full authority to execute this Agreement.

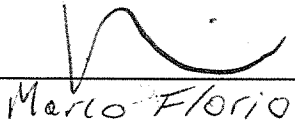
15. This Agreement shall be binding upon the Parties hereto and their respective executors, heirs, successors and/or assigns.

16. This Agreement may be executed in counterparts and, when all counterparts have been executed, each executed counterpart will have the force and effect of the original.

17. This Agreement shall be effective (the "Effective Date") upon the execution of the Agreement by all parties.

18. Upon any default in payment, the Township reserves the right to any and all remedies available under law for the collection of the Settlement Amount less any and all payments made by Ocean Clean to the Township. Ocean Clean shall also be fully liable for all costs of collection including but not limited to attorneys' fees, costs and expenses.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A  
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

|                                                                                                         |                                                                       |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| OCEAN CLEAN, LLC                                                                                        | TOWNSHIP OF WEST ORANGE                                               |
| By: <br>Mario Florio | By: _____<br>ROBERT D. PARISI<br>Mayor of the Township of West Orange |

# Exhibit “A”

**McMANIMON, SCOTLAND & BAUMANN, LLC**

75 Livingston Avenue, Suite 201

Roseland, NJ 07068

(973) 622-1800

Mark Y. Moon, Esq. (019492006)

*Attorney for Plaintiff Township of West Orange*

TOWNSHIP OF WEST ORANGE

Plaintiff,

v.

FIRST INDEMNITY OF AMERICA  
INSURANCE COMPANY and OCEAN  
CLEAN, INC.

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION, SPECIAL CIVIL PART  
ESSEX COUNTY

**Docket No.: ESX-DC-000258-19**

CIVIL ACTION

**CONSENT JUDGMENT IN FAVOR OF  
PLAINTIFF TOWNSHIP OF WEST  
ORANGE**

**THIS MATTER** having been opened to the Court by Plaintiff Township of West Orange (the "Plaintiff") by and through its attorneys McManimon, Scotland & Bauman, LLC; with consent of Defendant Ocean Clean, Inc. (the "Defendant"), and for good cause shown;

**IT IS** on this \_\_\_\_\_ day of April, 2019;

**ORDERED** that Judgment be and hereby is entered in favor of Plaintiff and against Defendant in the amount of \$8,598.80, less \_\_\_\_\_, representing monies already received by Plaintiff from Defendant, for a total Judgment of \_\_\_\_\_, plus post-judgment interest and costs of collection; and it is further

**ORDERED** that Plaintiff shall be entitled to all reasonable attorneys' fees and costs incurred to collect the within Judgment; and it is further

**ORDERED** that a copy of this Judgment shall be served upon all parties within \_\_\_\_\_ days from counsel's receipt hereof.

\_\_\_\_\_  
HONORABLE  
JUDGE OF THE SUPERIOR COURT

THE FORM AND ENTRY OF THE WITHIN  
JUDGMENT IS HEREBY CONSENTED TO BY:

**McMANIMON, SCOTLAND &  
BAUMANN, LLC**  
Attorneys for Plaintiff Township of West  
Orange

**De PIERRO RADDING, LLC**  
Attorneys for Defendant Ocean Clean, Inc.

By: \_\_\_\_\_  
MARK Y. MOON

By:  \_\_\_\_\_  
ALBERICO DE PIERRO

Dated: March \_\_\_\_, 2019

Dated: March 11, 2019

# Exhibit “B”

**McMANIMON, SCOTLAND & BAUMANN, LLC**

75 Livingston Avenue, Suite 201

Roseland, NJ 07068

(973) 622-1800

Mark Y. Moon, Esq. (019492006)

*Attorney for Plaintiff Township of West Orange*

TOWNSHIP OF WEST ORANGE

Plaintiff,

v.

FIRST INDEMNITY OF AMERICA  
INSURANCE COMPANY and OCEAN  
CLEAN, INC.

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION, SPECIAL CIVIL PART  
ESSEX COUNTY

**Docket No.: ESX-DC-000258-19**

**STIPULATION OF DISMISSAL WITH  
PREJUDICE AND WITHOUT COSTS**

Whereas the Plaintiff Township of West Orange (the "Township") and the Defendants First Indemnity of America Insurance Company ("FIA") and Ocean Clean, Inc. ("Ocean Clean") having amicably resolved the claims in this matter, it is hereby stipulated and agreed between the parties hereto that the Plaintiff's Complaint be, and hereby is, Dismissed With Prejudice and Without Costs.

**De PIERRO RADDING, LLC**

Attorneys for Defendant Ocean Clean, Inc.

By: \_\_\_\_\_



ALBERICO DE PIERRO

**McMANIMON, SCOTLAND & BAUMANN,  
LLC**

Attorneys for Plaintiff Township of West Orange

By: \_\_\_\_\_

MARK Y. MOON

Dated: <sup>Month</sup> ~~April~~ \_\_\_\_, 2019

Dated: April \_\_\_\_, 2019

**ALONGI & ASSOCIATES, LLC**  
Attorneys for Defendant First Indemnity of  
America

By: \_\_\_\_\_  
PAUL A. ALONGI

Dated: April \_\_\_\_, 2019

4832-5045-2872, v. 1