



290 W. Mt. Pleasant Avenue, Suite 2350, Livingston, NJ 07039 (973-533-1000)

Richard D. Trenk, Esq.
rtrenk@trenkisabel.law

July 9, 2021

VIA E-MAIL

Karen J. Carnevale, R.M.C.
Township Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052

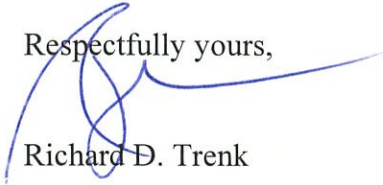
Re: Resolution Authorizing Mayor to Execute Settlement and Mutual Release Agreement – Township of West Orange v. John J. Arezzi

Dear Ms. Carnevale:

Please find enclosed the above-referenced Resolution. Please place this on the August 17, 2021 Township Council Agenda.

If you have any questions, please contact me.

Respectfully yours,


Richard D. Trenk

RDТ:jms
Enclosure

cc: Mayor Robert D. Parisi (w/ enc. via email)
John K. Sayers, Business Administrator (w/ enc. via email)
John Gross, CFO/Comptroller (w/ enc. via email)

RESOLUTION

WHEREAS, the Township of West Orange ("Township") is a plaintiff in certain litigation captioned Township of West Orange v. John J. Arezzi, Docket No. ESX-L-2481-20 (the "Litigation"), which is pending before the Superior Court of New Jersey, Law Division, Essex County; and

WHEREAS, the Parties have agreed to fully and finally compromise and settle, for good and valuable consideration, the controversies asserted in the Litigation; and

WHEREAS, the Township and Defendant, John J. Arezzi ("Defendant") agreed to the settlement of the Litigation, pursuant to the terms of a proposed Settlement and Mutual Release Agreement (the "Agreement"), which is annexed hereto as **Exhibit "A"**; and

WHEREAS, the Township's Law Department recommends that the Township enter into the Agreement to fully and finally resolve all claims at issue in the Litigation, without the need for trial, further expense or delay;

NOW, BE IT HEREBY RESOLVED, the Township Council of the Township of West Orange authorizes the Mayor to execute the Agreement and effectuate the settlement, and the Township Clerk shall be authorized to attest to the Mayor's signature.

Karen J. Carnevale,
Municipal Clerk

Cindy Matute-Brown
Council President

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Stipulation of Settlement and Mutual Release (hereinafter referred to as the "Settlement" or "Agreement") is made on this ____ day of June, 2021 between the Township of West Orange, a Municipal Corporation of the State of New Jersey having an address of 66 Main Street, West Orange, New Jersey 07052 ("Township"), and John J. Arezzi, _____ ("Arezzi") (collectively, the "Parties"); and whereas, in furtherance of this Agreement, the Parties hereby represent, warrant, state and agree:

RECITALS

WHEREAS, the Parties have agreed to fully and finally compromise and settle, for good and valuable consideration, the controversies asserted in the matter captioned Township of West Orange v. John J. Arezzi, Docket No. ESX-L-2481-20 (the "Action"); and

WHEREAS, the Parties desire to amicably settle the claims set forth in the Action, subject to the terms and conditions set forth herein;

NOW, BE IT HEREBY AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

TERMS AND CONDITIONS

1. **Settlement Amount(s)**. Arezzi shall pay to the Township a total of Five Thousand Dollars and No Cents (\$5,000.00) (the "Settlement Amount"), in consideration of the releases and other terms and conditions as set forth in this Agreement, to be received via attorney trust account check, wire, or certified check no later than June __, 2021, TIME BEING OF THE ESSENCE. All monies shall be remitted to:

Township of West Orange
c/o Richard D. Trenk, Esq., Township Attorney
Trenk Isabel P.C.
290 W. Mt. Pleasant Avenue, Suite 2350
Livingston, NJ 07039

If the Settlement Amount is not paid on or before June __, 2021, TIME BEING OF THE ESSENCE, the Township shall be and is expressly authorized to enter judgment against Arezzi, without further notice, in the amount of \$18,000.00, and exercise all post-judgment and other collection efforts in accordance with applicable law.

2. **Release of Claims by the Township.** The Township, and/or its administrators, officers, successors and assigns hereby releases and forever discharges Arezzi, its present and former officers, owners, directors, shareholders, partners, employees, representatives, attorneys, agents, corporate parents, divisions, subsidiaries, predecessors, transferees, successors, assigns, and any entity it owns or controls, from any and all claims, interests, demands, losses, liabilities, costs, actions, causes of action, suits, or judgments of any kind whatsoever, whether in law or equity, known or unknown, foreseen or unforeseen, that it may have as of the Effective Date of this Agreement. Notwithstanding the foregoing, Arezzi is obligated to provide immediate notice of any familial or dependent changes which may affect his coverages or benefits.

3. **Release of Claims by Arezzi.** Arezzi, and/or its heirs, executors, administrators, successors and assigns hereby releases and forever discharges the Township, its present and former officers, employees, representatives, attorneys, agents, corporate parents, divisions, subsidiaries, predecessors, transferees, successors, assigns, and any entity it owns or controls, from any and all claims, interests, demands, losses, liabilities, costs, actions, causes of action, suits, or judgments of any kind whatsoever, whether in law or equity, known or unknown, foreseen or unforeseen, that it may have as of the Effective Date of this Agreement.

4. **Consideration.** The Parties hereby acknowledge that the only consideration for executing this Agreement is as set forth herein.

5. **No Admission.** This Settlement shall not constitute or be construed as an admission or allegation by the Parties of any misconduct or violation of any common law, or federal, state or local law, rule or regulation or any policy or procedure. Rather, the Parties seek solely an amicable resolution of the issues. Accordingly, this Agreement shall not be admissible in any proceeding except one to enforce the terms of this Agreement.

6. **Representation of Authority.** The Parties expressly represent and warrant that no other person or entity has or has had any interest in the claims set forth in the Action, or the rights to and obligations of this Agreement, and that the Parties referenced herein have the sole right and exclusive authority to sign this Agreement.

7. **Confidentiality.** This Agreement and its terms and conditions shall, to the extent allowable by law with respect to the respective Parties, be treated hereafter by all Parties as confidential, except in order to comply with State or federal law, court order, regulations concerning disclosure, or in the conduct of the Parties' respective operations including, without limitation, disclosure to insurers, counsel, auditors and regulatory entities.

8. **Preparation of Agreement.** This Agreement is the result of a negotiated settlement and may not be construed as having been prepared by any one Party. The Parties have been represented by separate counsel and had sufficient opportunity to consult with counsel. Neither of the Parties has relied upon the other Parties' counsel in executing this Agreement.

9. **Merger.** This Agreement constitutes the complete understanding between the Parties and fully supersedes any prior understandings or agreements, whether written or oral, between the Parties.

10. **Severability.** If any provision of this Agreement is subsequently declared by any Court or tribunal of competent jurisdiction to be illegal, void or unenforceable as written, the remaining provisions of it shall nevertheless remain in full force and effect.

11. **Choice of Law.** This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey. The Agreement shall be dated as of the date it was last signed by any of the Parties, which date shall be incorporated on the first page of the Settlement.

12. **Ambiguity.** The parties further stipulate and agree that they each have had an opportunity to participate in the negotiation and drafting of this Agreement and that any ambiguity in this Agreement will not be construed for or against either Party.

13. **Assignment.** This Agreement shall inure to the benefit of the Parties and their respective heirs, successors, assigns, and legal representatives.

14. **No Oral Modification.** No modifications or changes in this Agreement shall be binding unless in writing and executed by all Parties. No delay in enforcing any aspect of this Settlement shall be deemed a waiver of any rights and remedies.

15. **Execution of Agreement.** This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

16. **Costs.** Each Party shall bear its own costs and expenses in connection with this matter, including legal fees and expenses.

The foregoing terms and conditions are agreed to and accepted by:

JOHN J. AREZZI has hereunto set his hand and seal on this 2nd day of July
2021 in connection with this Agreement.

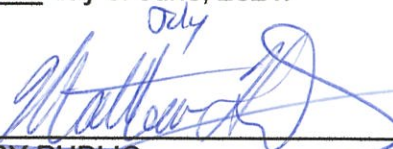

JOHN J. AREZZI

STATE OF NEW JERSEY)
COUNTY OF Union)

SS:

I certify that on the 2nd day of July, 2021, before me came JOHN J. AREZZI, known to me to be the individual who executed the foregoing Settlement and Mutual Release Agreement, and duly acknowledged to me that he executed the same as his voluntary act and deed.

SUBSCRIBED AND SWORN to before me
this 2nd day of July, 2021.


NOTARY PUBLIC

Matthew H. Sante, Esq.

013082003

The foregoing terms and conditions are agreed to and accepted by:

ROBERT D. PARISI, Mayor, has hereunto set his hand and seal on this ____ day of June, 2021, in connection with this Agreement.

TOWNSHIP OF WEST ORANGE

By: _____
ROBERT D. PARISI, MAYOR

ATTEST:

By: _____
**KAREN J. CARNEVALE, R.M.C.,
Municipal CLERK**

STATE OF NEW JERSEY

SS:

COUNTY OF ESSEX

I certify that on the ____ day of June 2021, before me came Robert D. Parisi, Mayor of the Township of West Orange, a duly authorized executive of the Township known to me to be the individual who executed the foregoing Settlement and Mutual Release Agreement, and duly acknowledged to me that he executed the same as his voluntary act and deed, and Karen J. Carnevale, R.M.C., Municipal Clerk of the Township, the attesting witness to the signing of this Agreement.

SUBSCRIBED AND SWORN to before me
this ____ day of June, 2021.

NOTARY PUBLIC