

**RESOLUTION NO. 2023-117**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT AND RELEASE AS TO TOWNSHIP OF HAMILTON V. TOWNSHIP OF LITTLE EGG HARBOR, DOCKET NO. ATL-3234-22**

WHEREAS, Township of Hamilton filed a Complaint in the Superior Court of New Jersey, Law Division, Atlantic County, Docket No. ATL-3234-22, against Township of Little Egg Harbor seeking the Township of Little Egg Harbor to reimburse the Township of Hamilton for certain costs for the costs of examination, hiring and training of law enforcement officer, Adam Raynor, pursuant to N.J.S.A. 40A:14-178; and

WHEREAS, the parties desire to resolve all claims that may have or could have arisen between them; and

WHEREAS, without any admission of any wrongdoing or liability by or on the part of any party hereto, the parties have reached an agreement to compromise, settle, resolve and terminate all claims, disputes and matters which have been brought, or could have been brought between them, a copy of proposed Settlement Agreement attached hereto as Schedule A;

WHEREAS, the governing body desires to authorize settlement of the litigation and further authorize execution of a Settlement Agreement and Release with Township of Hamilton.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the settlement of litigation entitled Township of Hamilton v. Township of Little Egg Harbor, Docket No. ATL-3234-22,

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
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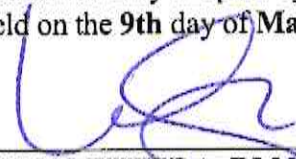
in accordance with the terms and conditions contained within the Settlement Agreement and Release attached herein as Schedule A.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to, respectively, the Settlement Agreement and Release with Township of Hamilton, in a form acceptable to the Township Attorney.

3. That a certified copy of this resolution, together with a copy of, be forwarded to the Chief Financial Officer/Township Administrator, Township Attorney, Chief of Police and Hankin, Sandman, Palladino Weintrob & Bell.

**CERTIFICATION**

I, **KELLY LETTERA, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **9th** day of **March, 2023**.



**KELLY LETTERA, RMC**, Township Clerk  
Little Egg Harbor Township

MSA

**r|m|sh|c**

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**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is made and entered into this \_\_\_\_\_ day of March, 2023, by and between Plaintiff, Township of Hamilton (hereinafter “Plaintiff”) on the one hand, and Defendant, Township of Little Egg Harbor (hereinafter “Defendant” on the other hand (together with Plaintiff, the “Parties”).

**WITNESSETH**

**WHEREAS**, Plaintiff is a Municipal Corporation existing in Atlantic County, New Jersey; and

**WHEREAS**, Defendant is a Municipal Corporation existing in Ocean County, New Jersey; and

**WHEREAS**, Plaintiff filed a Complaint in the Superior Court of New Jersey, Law Division, Atlantic County, Docket No. ATL-3234-22, against Defendant seeking the Defendant to reimburse the Plaintiff for certain costs for the costs of examination, hiring and training of law enforcement officer, Adam Raynor pursuant to N.J.S.A. 40A:14-178 (hereafter referred to as the “Lawsuit”); and

**WHEREAS**, the Parties to this Agreement desire to resolve all claims that may have or could have arisen between them; and

**WHEREAS**, without any admission of any wrongdoing or liability by or on the part of any party hereto, the Parties have reached an agreement to compromise, settle, resolve and terminate all claims, disputes and matters which have been brought, or could have been brought between them;

**NOW, THEREFORE**, with the foregoing background deemed incorporated herein by this reference as if more fully set forth at length, the Parties hereto, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, covenant and agree as follows:

1. **Settlement Sum & Payment.** In full and complete settlement of all claims that Plaintiff has, had or may have had against Defendant in any way relating to the Lawsuit and subject to the terms and conditions hereinafter set forth, the Defendant shall pay Plaintiff the sum of seven thousand four hundred and seventy six dollars and forty six cents (\$7,476.46) (the “Settlement Sum”). The Parties acknowledge that the monies referred to in this paragraph represent settlement of all claims Plaintiff had or may have had against Defendant. The settlement proceeds shall be paid within thirty (30) days of the date of approval and ratification by the Township Committee of Little Egg Harbor; counsel for Defendant receives the Agreement signed by Plaintiff; and a signed stipulation of dismissal of the Litigation, with prejudice. The payment will be made payable to the Trust Account of Hankin, Sandman, Palladino Weintrob & Bell.

8. **Advice of Counsel.** Each party represents and warrants that it has consulted and received, or had the opportunity to consult and receive, the advice of independent legal counsel prior to signing this Agreement and acknowledges that no other party or agent or attorney of any other party has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof or to induce the party to sign this Agreement.

9. **Execution.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of them together shall constitute one and the same Settlement Agreement. Such execution may be evidenced by signatures delivered by facsimile or electronic transmission.

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is made and entered into this \_\_\_\_\_ day of March, 2023, by and between Plaintiff, Township of Hamilton (hereinafter “Plaintiff”) on the one hand, and Defendant, Township of Little Egg Harbor (hereinafter “Defendant” on the other hand (together with Plaintiff, the “Parties”).

**WITNESSETH**

**WHEREAS**, Plaintiff is a Municipal Corporation existing in Atlantic County, New Jersey; and

**WHEREAS**, Defendant is a Municipal Corporation existing in Ocean County, New Jersey; and

**WHEREAS**, Plaintiff filed a Complaint in the Superior Court of New Jersey, Law Division, Atlantic County, Docket No. ATL-3234-22, against Defendant seeking the Defendant to reimburse the Plaintiff for certain costs for the costs of examination, hiring and training of law enforcement officer, Adam Raynor pursuant to N.J.S.A. 40A:14-178 (hereafter referred to as the “Lawsuit”); and

**WHEREAS**, the Parties to this Agreement desire to resolve all claims that may have or could have arisen between them; and

**WHEREAS**, without any admission of any wrongdoing or liability by or on the part of any party hereto, the Parties have reached an agreement to compromise, settle, resolve and terminate all claims, disputes and matters which have been brought, or could have been brought between them;

**NOW, THEREFORE**, with the foregoing background deemed incorporated herein by this reference as if more fully set forth at length, the Parties hereto, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, covenant and agree as follows:

1. **Settlement Sum & Payment.** In full and complete settlement of all claims that Plaintiff has, had or may have had against Defendant in any way relating to the Lawsuit and subject to the terms and conditions hereinafter set forth, the Defendant shall pay Plaintiff the sum of seven thousand four hundred and seventy six dollars and forty six cents (\$7,476.46) (the “Settlement Sum”). The Parties acknowledge that the monies referred to in this paragraph represent settlement of all claims Plaintiff had or may have had against Defendant. The settlement proceeds shall be paid within thirty (30) days of the date of approval and ratification by the Township Committee of Little Egg Harbor; counsel for Defendant receives the Agreement signed by Plaintiff; and a signed stipulation of dismissal of the Litigation, with prejudice. The payment will be made payable to the Trust Account of Hankin, Sandman, Palladino Weintrob & Bell.

2. **Ties Severed and All Obligations Included.** The Parties acknowledge that the intention of this Agreement is to sever all ties between Plaintiff on the one hand, and the Defendant on the other hand, except as set forth in this Agreement. Upon execution of this Agreement, Plaintiff waives any and all claims it has or could have brought against Defendant and Insurers with respect to the Lawsuit. Plaintiff affirms that they are not a party to, and that they have not filed, or caused to be filed, any claim, complaint, or action against Defendant in any forum or form.

3. **Plaintiff's Release of Defendant.** The Parties have chosen to enter into this Agreement in order to avoid further proceedings with respect to certain claims Plaintiff has made against Defendant. The Parties understand and agree that the making of this Agreement shall not, in any way, be construed or considered an admission by the Defendant of guilt or non-compliance with any federal, state or local law or of any other wrongdoing whatsoever. In exchange for the promises made by Defendant herein, including but not limited to the Defendant's obligation to make payment as provided in Paragraph 1 above, Plaintiff agrees to the dismissal, with prejudice and without an award of costs or attorneys' fees of the Lawsuit. Plaintiff understands this release includes all claims related in any manner to Plaintiff's costs of examination, hiring and training of law enforcement officer, Adam Raynor. Plaintiff further understands that they are hereby releasing any known or unknown claim for or alleged right to discovery of information or documents from Defendant.

4. **Construction.** Each party and counsel for each party have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in the contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

5. **Entire Agreement.** It is expressly understood and agreed that this Agreement contains the entire agreement and understanding of the Parties concerning the subject matter hereof, and that this Agreement supersedes all prior negotiations and agreements between the Parties hereto, whether written or oral. All of the recitals of this Agreement are hereby incorporated herein. It is expressly understood and agreed that there have been no promises, agreements, warranties or inducements not herein expressed, made to either party. The Parties hereto acknowledge that they have read this Agreement and are executing it and the release contained herein without relying upon any statements, representations or warranties, written or oral, which are not expressly set forth herein.

6. **Governing Law and Venue.** This Agreement shall be governed and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions and any dispute pertaining to this Agreement shall be brought only in, and Plaintiff and Defendant agree to subject themselves to the personal jurisdiction of, the Superior Court of New Jersey (Ocean County).

7. **Descriptive Headings.** The headings of the paragraphs of this Agreement are inserted for convenience and shall not limit, extend or delineate the scope or intent of the provisions hereof.

8. **Advice of Counsel.** Each party represents and warrants that it has consulted and received, or had the opportunity to consult and receive, the advice of independent legal counsel prior to signing this Agreement and acknowledges that no other party or agent or attorney of any other party has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof or to induce the party to sign this Agreement.

9. **Execution.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of them together shall constitute one and the same Settlement Agreement. Such execution may be evidenced by signatures delivered by facsimile or electronic transmission.

**IN WITNESS WHEREOF**, the Parties hereto intending to be legally bound have executed this Agreement the day and date first written above.

**THE TOWNSHIP OF HAMILTON, PLAINTIFF**

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

Dated:

Name: Carl Pitale  
Title: Mayor of the Township of Hamilton

Attested by:

\_\_\_\_\_  
Township Clerk  
Township of Hamilton

\_\_\_\_\_  
Robert S. Sandman, Esq.  
Attorney for the Township of Hamilton

Dated:

**THE TOWNSHIP OF LITTLE EGG HARBOR, DEFENDANT**

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

Dated:

Name: Blaise Scibetta  
Title: Mayor of the Township of Little Egg Harbor

Attested by:

\_\_\_\_\_  
Township Clerk  
Township of Little Egg Harbor

\_\_\_\_\_  
Danielle A. Rosiejka, Esq.  
Attorney for the Defendant, The Township of Little Egg Harbor

Dated: