

Resolution # 47-2014

**Approving the Payment of Bills
For the Salem Housing Authority**

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey has incurred bills for the month of November, **2014**;

AND WHEREAS, the housing authority Commissioners have reviewed the attached list of charges;

NOW THEREFORE, BE IT RESOLVED BY the Board of Commissioners of THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT the attached bills are approved for payment and the Executive Director along with the designated Board members are authorized to sign the appropriate checks.


Rebecca Gower Call


Cathy Labard


John Thomas


Veronica Santos

Date:

12/1/14

Attest:


Paul F. Dice, Secretary

Salem Housing Authority
Check Register
For the Period From Nov 1, 2014 to Nov 30, 2014

Filter Criteria includes: Report order is by Date.

| Check # | Date | Payee | Cash Account | Amount |
|---------|----------|----------------------------------|--------------|-----------|
| 9130 | 11/7/14 | Anchor Pest Control | 11100 | 564.00 |
| 9131 | 11/7/14 | CITY OF SALEM - WATER/SEWER | 11100 | 18,728.66 |
| 9132 | 11/7/14 | VOID | 11100 | |
| 9133 | 11/7/14 | COMCAST CABLE | 11100 | 98.76 |
| 9134 | 11/7/14 | HD SUPPLY FACILITIES | 11100 | 1,473.88 |
| 9135 | 11/7/14 | VOID | 11100 | |
| 9136 | 11/7/14 | HOME DEPOT CREDIT SERVICES | 11100 | 6,482.71 |
| 9137 | 11/7/14 | VOID | 11100 | |
| 9138 | 11/7/14 | OTIS ELEVATOR COMPANY | 11100 | 847.35 |
| 9139 | 11/7/14 | Purchase Power | 11100 | 589.00 |
| 9140 | 11/7/14 | SMICK LUMBER CO. | 11100 | 1,488.07 |
| 9141 | 11/7/14 | VOID | 11100 | |
| 9142 | 11/7/14 | SOUTH JERSEY GAS | 11100 | 1,717.39 |
| 9143 | 11/7/14 | STAPLES ADVANTAGE | 11100 | 71.51 |
| 9144 | 11/7/14 | WEX BANK | 11100 | 439.27 |
| 9145 | 11/20/14 | ATLANTIC CITY ELECTRIC | 11100 | 17,848.95 |
| 9146 | 11/20/14 | VOID | 11100 | |
| 9147 | 11/20/14 | VOID | 11100 | |
| 9148 | 11/20/14 | VOID | 11100 | |
| 9149 | 11/20/14 | VOID | 11100 | |
| 9150 | 11/20/14 | Brown's Pest Control | 11100 | 995.00 |
| 9151 | 11/20/14 | CAMPBELL PLUMBING & SUPPLY, CO. | 11100 | 14.00 |
| 9152 | 11/20/14 | COMCAST CABLE | 11100 | 98.76 |
| 9153 | 11/20/14 | Eaise Design & Landscaping, Inc. | 11100 | 1,604.55 |
| 9154 | 11/20/14 | KEYSTONE FIRE PROTECTION CO. | 11100 | 1,484.00 |
| 9154V | 11/20/14 | KEYSTONE FIRE PROTECTION CO. | 11100 | -1,484.00 |
| 9155 | 11/20/14 | HD SUPPLY FACILITIES | 11100 | 1,460.29 |
| 9156 | 11/20/14 | VOID | 11100 | |
| 9157 | 11/20/14 | VOID | 11100 | |
| 9158 | 11/20/14 | KEYSTONE FIRE PROTECTION CO. | 11100 | 1,484.00 |
| 9159 | 11/20/14 | KYOCERA MITA AMERICA, INC | 11100 | 175.48 |
| 9 | 11/20/14 | MILLVILLE HOUSING AUTHORITY | 11100 | 11,720.85 |

Salem Housing Authority
Check Register
For the Period From Nov 1, 2014 to Nov 30, 2014

Filter Criteria includes: Report order is by Date.

| Check # | Date | Payee | Cash Account | Amount |
|---------|----------|-------------------------|--------------|------------------|
| 9161 | 11/20/14 | National Tenant Network | 11100 | 12.00 |
| 9162 | 11/20/14 | QUENCH USA | 11100 | 114.00 |
| 9163 | 11/20/14 | SHERWIN WILLIAMS CO. | 11100 | 37.75 |
| 9164 | 11/20/14 | SMICK LUMBER CO. | 11100 | 25.99 |
| 9165 | 11/20/14 | STAPLES ADVANTAGE | 11100 | 76.34 |
| 9166 | 11/20/14 | STAPLES ADVANTAGE | 11100 | 81.36 |
| 9167 | 11/20/14 | VERIZON | 11100 | 411.73 |
| 9168 | 11/20/14 | Cathy Lanard | 11100 | 29.68 |
| 9169 | 11/20/14 | Robinson & Andujar, LLC | 11100 | 3,783.50 |
| Total | | | | <u>72,474.83</u> |

**Authorizing a Contract for Executive Director Management
Services with Millville Housing Authority**

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey desires to renew the current contract for Executive Director Management Services with the Millville Housing Authority;

AND WHEREAS, the contract period for these services was from December 11, 2013 – December 10, 2014;

AND WHEREAS, a new two year contract would commence on December 11, 2014 – December 10, 2016;

AND WHEREAS the terms and conditions of the December 11, 2013 agreement will remain intact and includes the SHA agreement to reimburse the MHA for said services in accordance with the terms and conditions of that Agreement. Said Agreement was extended by addendum through December 10, 2014. There will be no increase in the contract rate of \$85,000 per year – payable in twelve equal installments of \$7,083.33 – for the period December 11, 2014 to December 10, 2015. The Agreement shall be re-opened on December 11, 2015 for the sole purpose of negotiating the contract rate for the period December 11, 2015 to December 10, 2016. All other terms and conditions will remain the same.

AND WHEREAS the MHA will continue to operate the Section 8 program for the SHA and will transfer its monthly Section 8 administrative fee to the MHA for Section 8 services rendered. These fees will be submitted to the MHA at the amount HUD funds the SHA – regardless of any HUD reductions;

NOW THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT the SHA Board of Commissioners is authorized to enter into a contract for Executive Director Management Services at the stated terms with the Millville Housing Authority from December 11, 2014 – December 10, 2016.


Rebecca Gower Call


Veronica Santos


John Thomas


Cathy Canard

Date:

12/1/14

Attest


Paul F. Dice, Secretary

**ADDENDUM TO THE SHARED SERVICES AGREEMENT FOR EXECUTIVE DIRECTOR
AND MANAGEMENT SERVICES BY
AND BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF SALEM
AND
THE HOUSING AUTHORITY OF THE CITY OF MILLVILLE**

THIS ADDENDUM to the December 12, 2012 SHARED SERVICES AGREEMENT is made on this 1st day of December, 2014 by and between The Housing Authority of the City of Salem (hereinafter SHA) and the Housing Authority of the City of Millville (hereinafter MHA). Said agreement was extended by addendum through December 10, 2014.

PREAMBLE:

WHEREAS, SHA wishes to continue having the MHA provide management services for a two year period from the date of this addendum.

NOW, THEREFORE, the parties agree as follows:

1. AGREEMENT TO CONTINUE TO PROVIDE EXECUTIVE DIRECTOR MANAGEMENT SERVICES, MHA hereby agrees that it shall continue to provide management services for SHA in accordance with the terms and conditions of the DECEMBER 12, 2012 AGREEMENT that was extended by addendum through December 10, 2014. These management services shall begin on December 11, 2014 and continue until December 10, 2016. SHA agrees to reimburse MHA for said services in accordance with the terms and conditions of that Agreement with no change in the contract rate of \$85,000 per year for the period December 11, 2014 to December 10, 2015. That amount would be payable in twelve equal installments of \$7,083.33. The Agreement shall be re-opened on December 11, 2015 for the sole purpose of negotiating the contract rate for the period December 11, 2015 to December 10, 2016. All other terms and conditions will remain the same.

2. The MHA will continue to operate the Section 8 program for the SHA. However, the SHA will transfer its monthly Section 8 administrative fees to the MHA for Section 8 services rendered. These fees will be submitted to the MHA at the amount HUD funds the SHA – regardless of any HUD reductions.

ATTEST:

HOUSING AUTHORITY OF THE
CITY OF SALEM

Alecia Carson
12/11/2014

By: *Rebecca Gower Call*
Rebecca Gower Call, Chairperson

HOUSING AUTHORITY OF THE
CITY OF MILLVILLE

Paul Davis
11/25/14

By: *Brian Tomlin*
Brian Tomlin, Chairperson

CITY OF SALEM HOUSING AUTHORITY
RESOLUTION 2014-4⁹
Resolution Authorizing Executive Session

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12b permits a public body to go into a closed session during a public meeting to discuss certain matters as follows:

- (1) *Matters Required by law to be confidential*: Any matter which by express provision of the Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- (2) Any matter in which the release of information would impair the right to receive federal funding.
- (3) *Matters involving individual privacy*: Any matter, the disclosure of which constitutes an unwarranted invasion of individual privacy such as records, data, reports, recommendations or other personal material of any education, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned .
- (4) *Matters pertaining to a collective bargaining agreement*: Any matter involving a collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
- (5) *Matters relating to the purchase, lease acquisition of real property or investment of public funds*: Any matter involving the lease, purchase or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- (6) *Matters of public protection*: Any tactic and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection.
- (7) *Matters relating to litigation, negotiations and attorney-client privilege*: Any matter of pending or anticipated litigation or contract negotiation other than in (4) above in which the Borough is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required for the attorney to exercise ethical duties as a lawyer.
- (8) *Matters relating to the employment relationship*: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of , promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all of the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed in public.
- (9) *Deliberations after public hearing*. Deliberations by the Borough occurring after a public hearing that may result in a civil penalty or the suspension or loss of a license or permit of a responding party; and

WHEREAS, the City of Salem Housing Authority has determined that it is necessary to go into a closed session to discuss certain matters relating to the items as permitted by N.J.S.A. 10:4-12b

NOW, THEREFORE BE IT RESOLVED, by the Commissioners of the Salem Housing Authority that the Authority will go into closed session to discuss the following, in accordance with the aforesaid provisions of the Open Public Meetings Act, after which it will reconvene in the public:

1. Litigation/Attorney-Client-(Discussion of law suit filed by Robert Maldonado and Isaac Shorter).
2. Litigation/Attorney-Client-(Discussion of Francine Dickerson law suit)

BE IT FURTHER RESOLVED that the minutes of the closed session will be made available to the public when the need for privacy no longer exists.

ATTEST:



Paul Dice, Secretary

SALEM HOUSING AUTHORITY


Rebecca Gower Call, Chairwoman

I certify that the foregoing is a true copy of a Resolution adopted by the Commissioners of the Salem City Housing Authority, in the County of Salem, at a regular meeting thereof held on the 1st day of December 2014.



Paul Dice, Secretary

Resolution # 50 2014

Housing Authority of the City of Salem
County of Salem

Resolution Approving the Settlement Agreement in the Matter entitled
Maldonado and Shorter v. Housing Authority of the City of Salem, in the
Superior Court of New Jersey, Docket Number: SLM-43-14

Whereas, the Housing Authority of the City of Salem (hereinafter referred to as "the Authority" is a Defendant in a lawsuit entitled Maldonado and Shorter v. Housing Authority of the City of Salem, in the Superior Court of New Jersey, located in Salem County, Docket Number: SLM-43-14; and

Whereas, the Authority has denied any and all liability in the Lawsuit, has expressly denied the allegations contained therein and has vigorously defended the Lawsuit; and

Whereas, the Authority is aware that litigation is unpredictable with consequential costs and exposure to the Authority; and

Whereas, as a result, the Authority finds that it is in its best interests to settle and resolve the Lawsuit upon the following terms and conditions.

Now, therefore be it RESOLVED as follows:

1. The Housing Authority of the City of Salem hereby approves settlement of the Lawsuit upon substantially the same terms and conditions contained in the attached Settlement Agreement;
2. The Authority authorizes the Executive Director to execute the Settlement Agreement in substantially the same form as attached hereto;
3. The Authority authorizes payment of twenty thousand dollars (\$20,000.00) (less applicable deductions) to Maldonado and Shorter for full and complete settlement of all claims, including attorneys' fees, in exchange for dismissal of the Lawsuit with prejudice and release of any and all claims against the Authority. Eight thousand dollars (\$8,000.00) of the aforementioned settlement amount shall be paid by the Authority's insurance carriers and twelve thousand dollars (\$12,000.00) shall be paid by the Authority.


Rebecca Gower Call


Cathy Landard


John Thomas


Veronica Santos

Date: 12/1/14

Attest: 
Paul F. Dice, Executive Director

SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER

THIS SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER (hereinafter referred to as "Agreement") made this _____ day of November 2014, by and between the Housing Authority of the City of Salem (hereinafter referred to as "Authority," "Salem," "Defendant" or "Employer") with offices located at 205 Seventh Avenue, City of Salem, County of Salem, State of New Jersey and Robert Maldonado (hereinafter referred to as "Maldonado"), having an address of 24 Anderson Drive, Salem, New Jersey and Isaac Shorter (hereinafter referred to as "Shorter"), having an address of 4 Union Street, Apartment F, Salem (hereinafter collectively referred to as "Plaintiffs" or "Plaintiff?")(Plaintiff and Defendants shall be collectively referred to as the "Parties").

WITNESSETH

WHEREAS, Plaintiffs commenced a lawsuit in the Superior Court of New Jersey – Salem County against Defendant bearing Docket Number SLM-L-43-14 (the "Lawsuit"); and

WHEREAS, Plaintiffs have made various allegations against Defendant and Defendant has denied such allegations; and

WHEREAS, the Plaintiffs and Defendants have agreed to settle the first-party claims included in the Lawsuit, and desire and intend to memorialize such settlement by entering into and executing this Settlement Agreement, General Release and Waiver; and

WHEREAS, the Authority shall continue to pursue and/or resolve its Third-Party Complaint with the individuals Third-Party Defendants.

NOW, THEREFORE, in consideration of the mutual premises and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Dismissal of Claims. Plaintiffs shall and hereby do dismiss, with prejudice, and in their entirety, any and all claims against the Authority and they, or their counsel, shall file all necessary paperwork or pleadings with the Superior Court to effectuate that dismissal with prejudice.

2. Release and Discharge.

A. This Agreement shall constitute a full and final release and discharge (the "Release") of any and all claims, rights or causes of action, whether known or unknown, Plaintiffs may have against Defendant, including but not limited to, any past or present officer, employee or official of the Authority, and any of the Authority's agents, employees or servants, individually or in their joint official capacity, and shall further release any and all claims, rights or causes of action, whether known or unknown, Plaintiffs may have against the New Jersey Public Housing Authority Joint Insurance Fund, its excess carriers and re-insurance carriers and its parent, subsidiaries, agents, servants, or representatives (individually and collectively known as the "Releasees"). The Release shall apply to any and all claims, rights, demands,

causes of action, obligations, damages, expenses, compensation, or action of any kind, nature, character or description that Plaintiffs had or could have raised against Releasees, including those Plaintiffs may not be aware of and those not mentioned in this Agreement including, but not limited to, any and all claims arising from or relating in any way to Plaintiffs' employment with the Authority, any employee benefits, compensation or other terms of employment, and any and all claims arising from or relating in any way to the claims that were or could have brought in the Lawsuit. The Release includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expense, compensation, or action of any kind, nature, character, or description, whatsoever, arising out of or under any Federal, State, or municipal statute, ordinance or other law (whether common law, decisional law or statute), rule, regulation, contract, collective negotiations agreement, executive order, or policy, including but not limited to any claim for attorneys' fees and costs; any claim in tort, such as failure to promote, retaliatory failure to hire, disparate treatment, hostile work environment, emotional distress, defamation, slander or libel; in contract, whether express or implied; under any Authority policy, or procedure; for attorneys' fees, back pay or front pay; and under any federal, state or local law or ordinance, including, but not limited to, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 et seq. ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq. ("Title VII"); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. 1981 et seq. ("Civil Rights Act"); the Civil Rights Act of 1991, as amended 42 U.S.C. 1981 et seq. ("CRA of 1991"); the Older Workers Benefit Protection Act, 29 U.S.C. 621-634, ("OWBPA"); the Americans With Disabilities Act, 42 U.S. Code §§ 12101-12213, ("ADA"); Employee Retirement Security Act of 1974, 29 U.S. Code Chapter 18 ("ERISA"); the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. ("LAD"); the New Jersey Family Leave Act ("NJFLA"), N.J.S.A. 34:11B-1 et seq. ("FLA"); the federal Family Medical Leave Act ("FMLA"), 29 U.S.C. sec. 2601; 29 CFR 825 ("FMLA"); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. ("CEPA"); the Pregnancy Discrimination Act, Workers' Adjustment and Retraining Notification Act 29 U.S.C. 2101 et seq. ("WARN"); the Smoking Rights Law N.J.S.A. 34:6B-1 et seq. ("SRL"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq. ("NJCRA"), the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a et seq; and the Federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq; and New Jersey Equal Pay Act, N.J.S.A. 34:11-56-1 et seq. ("NJEPA"); and for harassment, discrimination and retaliation of any kind, or any other possible cause of action arising under any and all other federal, state or local statutes, laws, legal decision, rules and regulations pertaining to employment, as of and prior to the date hereof, as well as any and all claims under state and federal law; as of and prior to the date hereof; and any other Federal, State or local laws, regulations or ordinances, contract, collective bargaining agreement; and any other duty or obligation of any kind or description or for attorneys' fees or costs ("claims").

3. Settlement Payment and Settlement Terms.

A. Within thirty (30) days of: (a) the full execution of this Agreement, (b) receipt by Defendant's counsel of a fully executed Stipulation of Dismissal by all parties to this Agreement; and (c) approval of this Agreement by formal resolution and delivery of same to Defendant's counsel, Defendant shall pay the sum of Twenty Thousand Dollars (\$20,000.00) to Plaintiffs as compensation for and in satisfaction of all Claims, legal fees and costs of suit associated with the Lawsuit and there shall be no other payment as a result of the dismissal of

any and all Claims. Defendants shall pay the gross sum of \$4,393.24, less applicable deductions, to Maldonado and the gross sum of \$7,393.23, less applicable deductions, to Shorter; the remainder of \$8,213.53 shall be payable to Karpf, Kapf and Ceruti, P.C. Plaintiffs understand that of the total sum of \$20,000.00, may be paid by the Authority, its Insurance Carrier or a combination of both. Said payments shall be delivered to Plaintiff's attorney. It is expressly agreed that this settlement is a compromise of the Parties and that no Party shall be deemed a prevailing party as a result of this settlement.

B. Pursuant to N.J.S.A. 2A:17-56.23b, prior to and as a condition precedent to distributing the net proceeds, Plaintiffs must provide Defendant's attorney with a certification that includes Plaintiff's full name, mailing address, date of birth and social security number by a private judgment search company that maintains information on child support judgments, to determine if either Plaintiff is a child support debtor.

4. Warranty of Capacity to Execute Agreement. Plaintiffs represent and warrant that no other person or entity has any interest in the Claims, or in any other demands, obligations, or causes of action referred to in this Agreement, and that they have the sole right and exclusive authority to execute this Agreement and receive the benefits specified. They further represent that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims, or any other demands, obligations or causes of action referred to in this Agreement.

5. Entire Agreement. This Agreement contains the entire agreement between Plaintiffs and Defendant concerning the matters set forth in this document, and shall be binding upon and inure to the benefit of the parent entity, executors, administrators, personal representatives, heirs, successors and assigns of each.

6. Representation of Comprehension of Document. In executing this Agreement, Plaintiffs represent that they have relied upon the legal advice of their attorney, who is the attorney of their own choice, that they have had the full opportunity to review this Agreement with their attorney, and that the terms of this Agreement have been completely read and explained by their attorney, and that those terms are fully understood and voluntarily accepted and that they are satisfied with the services and representation provided by their attorney.

7. No Admission of Liability/No Prevailing Party. It is agreed that in settling this matter, the Authority, together with its present and past officials, departments, employees, representatives, servants, and agents, are not admitting to any liability or wrongdoing in any fashion, and expressly deny any such liability or actions as alleged by Plaintiffs. Further, the Parties expressly agree that this settlement is a compromise and that neither Party shall be deemed as a prevailing party as a result of this settlement. Accordingly, each Party shall be responsible for its own attorney's fees.

8. Tax Implication. Neither the Defendant, nor its agents, servants, and representatives, make any representations as to the tax consequences or liability arising from any payment made under this Agreement. Moreover, Plaintiffs understand that any tax consequences and/or liability arising from payment to them in accordance with this Agreement shall be their sole responsibility and obligation and neither the Authority, the New Jersey Public

Housing Authority Joint Insurance Fund and its excess or re-insurance carriers, or its agents, servants or representatives (past or present) shall be held liable for any payment of any taxes on Plaintiffs' behalf. Plaintiffs agree that they will pay any and all income tax that may be determined to be due in connection with the payment described above. Since Plaintiffs agree that they are solely responsible for the payment of taxes on any settlement money received under this Agreement, should the Internal Revenue Service, any State or any other taxing agency or tribunal require Releasees to pay any taxes, fines, penalties, interest or any other cost related to taxes on behalf of Plaintiffs with regard to the payment received under this Agreement, Plaintiffs agree to indemnify and reimburse Releasees, its agents, servants or representatives for any taxes they are required to pay. Notwithstanding the foregoing, Plaintiffs understand that a Form W-2 will be issued to them for the settlement proceeds, representing back pay, from which applicable deductions and withholdings shall be made. A Form W-2 in the amount of \$4,393.24 will be issued to Robert Maldonado and a Form W-2 in the amount of \$7,393.23 will be issued to Isaac Shorter. A Form 1099 will be issued for the remaining \$8,213.53 of the Settlement Proceeds, which will be issued to Karpf, Karpf & Centuti, P.C. for attorney's fees and costs.

9. Liens. Plaintiffs hereby certify that no liens exist against the proceeds of this settlement, and that if any liens do exist, they will be paid in full, compromised or satisfied and released by Plaintiffs. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, Plaintiffs agree that they will pay that lien in full. This representation is intended to include all liens, including, but not limited to, attorneys' liens, medical provider liens, Medicare and Medicaid liens, workers' compensation liens, all statutory or common law liens, and judgment liens. Plaintiffs agree to indemnify and hold Releasees, the Public Housing Authority Joint Insurance Fund, their insurance carriers and re-insurance companies harmless in connection with any claim made by reason of liens against or tax obligations associated with the proceeds of this settlement. If a claim is hereafter made against Releasees, the Public Housing Authority Joint Insurance Fund, their insurance carriers and re-insurance companies, its agents, servants, representatives, by anyone seeking payment of the liens, Plaintiffs will indemnify and hold Releasees, the Public Housing Authority Joint Insurance Fund, their insurance carriers and re-insurance companies, its agents, servants, representatives, harmless for any such liens and/or defending against such a claim, including, but not limited to reasonable attorneys' fees, costs of suit, and interest.

10. Non-Disparagement. Plaintiffs agree and covenant that they shall not make any disparaging statement (oral or written), whether direct or implied, about the Authority or its employees, officers or other officials to any person or entity.

11. Confidentiality. Except as otherwise required by law, the terms of this Agreement are confidential. The facts, amounts, circumstances and documents underlying this resolution shall not be admissible in any litigation or proceeding in any forum for any purpose other than to secure enforcement of the terms and conditions of this Agreement. Plaintiffs agree that they shall not disclose to any third party (other than tax advisors, retained counsel and immediate family ("Representatives")) any details regarding the settlement of this matter or this Agreement and that any such third party to whom disclosure is permitted shall likewise be bound to non-disclosure. Neither Plaintiffs nor their Representatives or attorneys shall communicate with the media, members of the media or any other non-party regarding this

litigation or the fact that a settlement has been reached. In response to any inquiries by third parties, Plaintiffs and their Representatives may not state anything more than “the matter has been resolved.” Plaintiffs represent that they have not violated this provision as of the date of execution of this Agreement. Notwithstanding the foregoing, it is expressly understood and agreed that Defendants may utilize this Agreement and the discussions leading up to it in order to prosecute their third-party complaint.

12. Enforcement of Agreement. Plaintiffs agree and covenant, as a condition of Defendant’s performance of its obligations under this Agreement, that any violation of the nondisclosure obligations set forth in this Agreement, including, but not limited to, disclosure by counsel, tax advisors or family members, may cause irreparable harm to Defendant which shall entitle it to seek monetary damages, and whatever other remedies are available to it, including, but not limited to injunctive relief and return of the settlement proceeds and for breach of the nondisclosure obligations set forth herein.

13. Stipulation of Dismissal. The parties agree that only the Stipulation of Dismissal with Prejudice, and not this Agreement, will be filed with the Court. Plaintiffs acknowledge that they have been afforded ample opportunity to consult with independent legal counsel of his own choice throughout all of the negotiations that preceded the execution of this Agreement.

14. Other Actions or Claims. Plaintiffs represent that they have not personally filed any actions or claims against the Defendant other than the Complaint referred to in herein.

15. Indemnification. In the event Plaintiffs recover any monies from any person who thereafter seeks indemnification from Releasees, the Public Housing Authority Joint Insurance Fund, their insurance carriers and re-insurance companies identical herein, Plaintiffs shall indemnify and hold Releasees, the Public Housing Authority Joint Insurance Fund, their insurance carriers and re-insurance companies its agents, servants, representatives harmless for defending against these claims, including, but not limited to, reasonable attorneys’ fees, and costs of suit, judgment or settlement.

16. Modification. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

18. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey without giving effect to the conflicts of laws principle thereof.

19. Revocation. Plaintiffs may revoke this Agreement within seven (7) days after the date this Agreement is signed by them. This revocation must take the form of written notice by Plaintiffs that they intend to revoke this Agreement. This revocation must be provided directly to the Housing Authority of the City of Salem, c/o Bruce W. Padula, Esq., Cleary Giacobbe Alfieri Jacobs, LLC, 5 Ravine Drive, Matawan, New Jersey 07747. **Plaintiffs may not waive this seven (7) day revocation period.**

20. Reasonable Period of Time. Plaintiffs agree that they have been given a

reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that **they may waive this twenty-one (21) day period by signing in the space provided at the end of this Agreement.**

21. Date of Agreement. This Agreement shall be dated as of the date it is last signed by any of the parties to the Agreement, which date shall be incorporated on the face page.

By signing below, I hereby represent that I have read and understand this Agreement and sign same willfully, voluntarily and without coercion of any kind. I hereby sign this Agreement in order to agree to the dismissal of claims, with prejudice, and release, waive and discharge provisions as they may apply, as set forth in this Settlement Agreement, General Release and Waiver, it being my intention to release and discharge any and all claims I may have in and to the matters in dispute which are referenced in the Agreement.

By: _____
ROBERT MALDONADO

Witness

Dated: _____

Dated: _____

By: _____
ISAAC SHORTER

Witness

Dated: _____

Dated: _____

HOUSING AUTHORITY OF THE CITY OF
SALEM

By: _____
PAUL DICE, EXECUTIVE DIRECTOR

Witness

Dated: _____

Dated: _____