

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2017-217

Council Meeting Date: 08-14-2017

Date Adopted: 08-14-2017

TITLE: RESOLUTION AUTHORIZING RELEASE BETWEEN THE BOROUGH OF NEW PROVIDENCE AND NEW JERSEY AMERICAN WATER COMPANY, VOORHEES NEW JERSEY 08043

Councilperson Kapner submitted the following resolution, which was duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey, that they do hereby approve and authorize an Release between the Borough of New Providence and New Jersey American Water Co., 1025 Laurel Oak Road, Voorhees, N.J. 08043, in the form attached hereto, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 14<sup>th</sup> day of August, 2017.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO			X	
KAPNER	X			
MADDEN			X	
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 14<sup>th</sup> day of August, 2017.

Wendi B. Barry, Borough Clerk

**R E L E A S E**

This Release, dated, \_\_\_\_\_, 2017, is given

**BY:** the Releasor(s), **Borough of New Providence**, a municipal corporation, having its offices at 360 Elkwood Avenue, NJ 07974, referred to as "I",

**TO:** the Releasee, **New Jersey American Water Company, Inc.**, a New Jersey corporation, having its principal offices at 1025 Laurel Oak Road, Voorhees, NJ 08043, referred to as "You".

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

**1. Release.** I release and give up any and all claims which I may have against you for any all past, present, future claims, demands, obligations, actions, causes of action, rights, damages, loss of services, compensation of any nature whatsoever based on tort, contract, or other theory of recovery, claims for compensatory, punitive and consequential damages, which arise from your construction activities on water mains in the Borough of New Providence on Central Avenue between Springfield Avenue and a bridge at the Passaic River conducted within this year. This Release includes claims for possible future ground settlement.

It is expressly understood that this Release is for the settlement, release, discharge and elimination of any and all claims related to the aforementioned work and possible ground settlement. I hereby acknowledge that by executing this Release and accepting the monies paid hereunder, I, and those who might be entitled to make such a claim or claims in the future, have received fair, just and adequate compensation for all such claims in exchange for which all such claims, past, present or future are forever released and discharged if such claims are related to the aforementioned construction and possible future ground settlement.

It is expressly understood and agreed that the acceptance of the amount below is in full accord and satisfaction, and in compromise of all disputed claims, and that payment thereof is not an admission of liability by any party, but is made for the purposes of terminating all disputes and litigation between the parties.

**2. Payment.** I have been paid a total of **\$41,385.00** as well as having received a Release from each such defendant of any and all claims you may have against me, in full payment for making this Release. I agree that I will not seek anything further, including any other payment from you.

**3. Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities.

**4. Signatures.** I understand and agree to the terms of this Release. If this Release executed by the Mayor of the Borough of New Providence, who has been authorized by execute same by proper resolution of the Borough.

Witnessed or attested by:

Borough of New Providence

\_\_\_\_\_  
Denise Brinkofski, Deputy Clerk

\_\_\_\_\_(Seal)  
Al Morgan, Mayor