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**Township Council**  
1 Municipal Plaza  
Bloomfield, NJ 07003

**Louise M. Palagano**  
*Municipal Clerk*

<http://www.bloomfieldtwpnj.com>

Meeting: 09/04/12 07:00 PM

**2012 RESOLUTION AGREEMENTS**

**TOWNSHIP OF BLOOMFIELD, COUNTY OF ESSEX  
SETTLEMENT OF LITIGATION ENTITLED TREVOR WEIGLE  
V. TOWNSHIP OF BLOOMFIELD ET. AL., SUPERIOR COURT  
OF NEW JERSEY, ESSEX COUNTY, LAW DIVISION, BEARING  
DOCKET NUMBER ESX-L-2249-09**

**WHEREAS**, the Township of Bloomfield was named as a defendant in the matter entitled Trevor J. Weigle v. Township of Bloomfield et al., Superior Court of New Jersey, Essex County, Law Division bearing Docket No.ESX-L-2249-09; and

**WHEREAS**, the parties have proposed a settlement of this matter in the amount of \$220,000.00; and

**WHEREAS**, there are certain relevant claims in the Complaint that were not covered by the Municipal Excess Liability Joint Insurance Fund ("MEL"), the Township's insurer; and

**WHEREAS**, negotiations have been conducted whereby the Township is of the opinion that settlement of this matter would be in the best interest of the Township of Bloomfield; and

**WHEREAS**, in accordance with the settlement, the Township of Bloomfield will contribute the amount of \$55,000.00; and

**WHEREAS** in order to facilitate the settlement, the MEL is advancing \$55,000.00 of the Township's share.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Township of Bloomfield, Essex County, State of New Jersey that the governing body hereby authorizes the agreement to settle the litigation known as Trevor J. Weigle v. Township of Bloomfield et al., Superior Court of New Jersey, Essex County, Law Division bearing Docket No.ESX-L-2249-09

APPROVED AS TO FORM AND PROCEDURE  
ON BASIS OF FACTS SET FORTH

Director of Law - Township Attorney

for the sum of \$220,000.00 of which the responsibility of the Township of Bloomfield is the amount of \$55,000.00;

**BE IT FURTHER RESOLVED**, that although these initial settlement funds of \$220,000.00 will be paid by the MEL, the Township of Bloomfield hereby authorizes the Mayor to execute any and all documents to effectuate this release as well as the repayment in the amount of \$55,000 to the MEL for a term of three (3) years commencing on January 1, 2013 to be paid in the following installments: \$18,334.00 on January 1, 2013; \$18,333.00 on January 1, 2014; and \$18,333.00 on January 1, 2015 which will total \$55,000.00; and

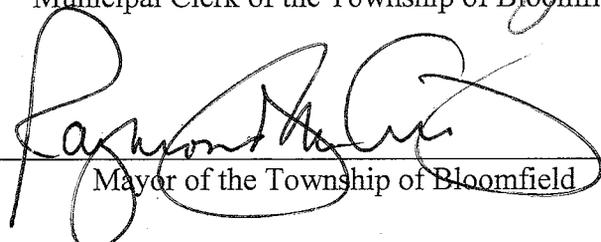
**BE IT FURTHER RESOLVED** that the Mayor is authorized to execute a Re-Payment Agreement with the MEL for said funds being paid as settlement proceeds in the aforesaid litigation; and

**BE IT FURTHER RESOLVED** that it is expressly understood that the Township is still responsible for any co-pay or deductible in connection with this matter.

\*...\*...\*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on September 04, 2012.

  
\_\_\_\_\_  
Municipal Clerk of the Township of Bloomfield

  
\_\_\_\_\_  
Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 2061					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Carlos Bernard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Withdrawn	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					
<input type="checkbox"/> Veto by Mayor					

## REPAYMENT AGREEMENT

THIS AGREEMENT dated \_\_\_\_\_, 2012 by and between:

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND** and  
with offices located at:  
PERMA Risk Management Services  
9 Campus Drive, Suite 16  
Parsippany, New Jersey 07054-4412

(Hereinafter "MEL/RCF")

and

**TOWNSHIP OF BLOOMFIELD**, a Municipal Corporation  
with offices located at:  
1 Municipal Plaza  
Bloomfield, New Jersey 07003

(Hereinafter "Municipality")

**WHEREAS**, the Municipal Excess Liability Joint Insurance Fund ("MEL") has agreed under a Reservations of Rights to provide a defense to the Municipality in the matter entitled, Trevor J. Weigle v. Township of Bloomfield et al., Superior Court of New Jersey, Essex County, Law Division bearing Docket No.ESX-L-2249-09 and

**WHEREAS**, the MEL and the Municipality unequivocally agree to settle the aforementioned litigation in accordance with the terms of a Release between the parties which includes certain rights and obligations of the Municipality; and

**WHEREAS**, as part of this settlement, the parties have agreed that the Municipality and the MEL will share in the total settlement in the amount of \$220,000.00, with the municipality contributing \$55,000.00; and

**WHEREAS**, due to the financial constraints on the Municipality, the parties hereby agree as follows:

1. The MEL will advance the portion of the Municipality's share of the settlement proceeds to the plaintiff in the amount of \$55,000.00 in exchange for the execution of this Repayment Agreement and repayment in installments of \$18,334.00 to the MEL by the Municipality on January 1, 2013; \$18,333.00 on January 1, 2014 and \$18,333.00 on January 1, 2015 for a total of \$55,000.00;
2. In the event the Municipality fails to make timely repayment, the MEL reserves the right to call for payment in full for the balance of the remaining payments as

well as charge interest pursuant to the New Jersey Rules of Court and offset or withhold any dividends paid to the Municipality by way of the MEL and/or its related entities that which the Municipality is an insured.

3. In the event that payment is not made by the Municipality, the MEL reserves the right to pursue payment and all costs and attorneys' fees associated with any action or effort made to secure repayment of such funds.
4. In accordance with this Repayment Agreement, the parties hereby stipulate, understand and have been advised by their respective legal counsel that there is no dispute whatsoever of the fact that the parties have agreed to settle the aforementioned litigation for the amount of \$220,000.00 of which the Municipality will owe the MEL the \$55,000.00 advance to be paid in equal installments as outlined in paragraph 1 above. It is expressly understood between the parties the Municipality is still responsible for any co-pay or deductible in connection with this matter.
5. The release between the plaintiffs and the Municipality in the matter of Trevor J. Weigle v. Township of Bloomfield et al., Superior Court of New Jersey, Essex County, Law Division bearing Docket No.ESX-L-2249-09 is incorporated herein as a document evidencing settlement and the payment obligation of the parties herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized proper officers and their proper seals affixed hereto the day and year first written.

ATTEST:

MUNICIPAL EXCESS  
LIABILITY JOINT INSURANCE FUND

\_\_\_\_\_

By:

\_\_\_\_\_

ATTEST:

TOWNSHIP OF BLOOMFIELD

Louise Palagano

By:

Randy Palagano