

R039-19

RESOLUTION APPROVING SETTLEMENT OF TORT CLAIM WITH CONGREGATION SHOMREI TORAH AND CITY OF CLIFTON, CITY OF CLIFTON ZONING BOARD and CITY OF CLIFTON PLANNING BOARD

WHEREAS, a Tort Claims Notice was filed by the Congregation Shomrei Torah of Passaic Clifton Inc., against the City of Clifton, City of Clifton Zoning Board and City of Clifton Planning Board; and

WHEREAS, the parties agreed to mediation to attempt to resolve the dispute prior to a lawsuit being commenced; and

WHEREAS, mediation was held on December 20, 2018 and a recommendation was made to settle the dispute for the sum of \$2.5 million plus the installation of additional sidewalks near the Congregation's property; and

WHEREAS, a recommendation was made by the City's insurance carrier to settle the case and ratify the settlement forthwith; and

WHEREAS, the Municipal Council wishes to memorialize its authorization and approval of the terms set forth in the attached settlement term sheet, dated January 3, 2019;

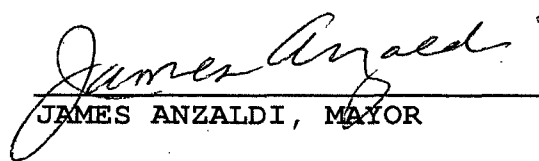
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, as follows:

The litigation between Congregation Shomrei Torah of Passaic Clifton Inc., against the City of Clifton, City of Clifton Zoning Board and City of Clifton Planning Board shall be settled for the sum of \$2.5 million (two million five hundred thousand dollars) plus the installation additional sidewalks as set forth in the terms and conditions of the attached settlement term sheet subject to memorialization in Releases and a long form settlement agreement consistent with the terms and conditions of the attached settlement agreement.

APPROVED AS TO FORM

MUNICIPAL ATTORNEY

ADOPTED: January 3, 2019


JAMES ANZALDI, MAYOR

ATTEST:


NANCY FERRIGNO, CITY CLERK

1. The City of Clifton (the "City"), through its insurance carrier, will remit to Congregation Shomrei Torah of Passaic Clifton Inc. (the "Congregation," and together with the City, the "Parties") the sum of \$2.5 million U.S. Dollars, within thirty (30) days of full and complete execution by all parties of a formal, long form settlement agreement that is substantially consistent with these terms. Said payment is made in total and complete settlement of the matter and all claims referred to below, including, but not limited to, attorneys' fees, expenses and costs of suit. No other monetary payment or compensation whatsoever shall be due to the Congregation. The Parties shall endeavor to promptly prepare and execute said long form settlement agreement, subject to the concurrent review and approval of the City's insurance carriers, by the next scheduled meeting of the City (i.e., by January 15, 2019). The Parties agree to submit any unresolved terms of said long form settlement agreement to mediator Christopher Porrino by January 10, 2019.

2. Effective upon payment in accordance with Paragraph 1 above, the Congregation, on behalf of its members, officials, administrators, representatives, agents, successors and assigns, and any other related party, will enter into a broad form general release of all claims of any kind and nature that were asserted, or which could have been asserted in the contemplated action of Congregation Shomrei Torah of Passaic/Clifton v. City of Clifton, et al., whether arising under the Constitution of the United States, the State of New Jersey or any other state; and any other provision of any other law, common or statutory, of the United States, New Jersey or any other state, including under RLIUPA, 42 U.S.C. §2000cc, 42 U.S.C. §1983, the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq., or the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., whether known or unknown, from the beginning of time up until the date of execution of the settlement agreement, in favor of the City and its subsidiary land use boards, including their current, future and past officials, administrators, members, employees, representatives, consultants, professionals, successors and assigns, in their official and personal capacities, as well as their insurance carriers (including AAIC and Starstone) and all of the named insureds under the applicable policies.

3. This settlement is subject to an affirmative vote of a majority of a quorum of the duly qualified and eligible members of the governing body of the City of Clifton, in a duly noticed and constituted public meeting, authorizing a representative of the municipality to execute the agreement. The vote will take place no later than January 3, 2019, and is further subject to the approval, by the City's insurance carrier of the long-form settlement agreement.

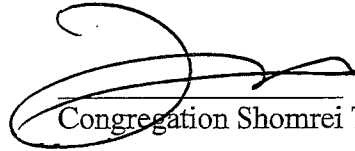
4. The settlement shall be a matter of public record, but will remain confidential until the City Council has voted to approve the settlement on January 3, 2019.

5. In addition to the foregoing monetary consideration, the City will install a sidewalk on the westerly side of Dwasline Road from Virginia Avenue running in a southerly direction to Edgewood Avenue. The City will install a crosswalk from West Parkway on the easterly side of Dwasline Road across to the westerly side of Dwasline Road, and will install a sidewalk on the westerly side of Dwasline Road running in a northerly direction from Virginia Avenue to the crosswalk that will cross to West Parkway. The City will endeavor to complete the sidewalk and crosswalk by Spring 2020, but will complete it no later than September 1, 2020.

6. If the City does not complete the sidewalk project by the deadline stated in Paragraph 5 above, then it is stipulated and agreed that this constitutes per se irreparable harm and this provision shall be specifically enforceable by way of mandatory affirmative injunctive relief through the filing of a Verified Complaint and application for an Order to Show Cause before the Chancery Division of the Superior Court of New Jersey, in Passaic County.

7. Until such time as the long form agreement described in paragraph 1 is executed, this short-form agreement is binding.

The City of Clifton

 RES 1-3-19

Congregation Shomrei Torah of Passaic Clifton Inc.
DAVID GROSS
PRESIDENT