

RELEASE

This Release, dated this 7th day of September, 2015, is given

BY: The Releasor(s) **SCOTT BUNDY**, referred to as "I",

TO: BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, PATRICK BOTTAZZI, ALL EMPLOYEES AND PROFESSIONAL STAFF ASSOCIATED WITH THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, referred to as "You",

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

1. **Release.** I release and give up any and all claims and rights which I may have against you. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I specifically release the following claims:

From any and all claims, including but not limited to personal injuries, pain, suffering, pre-litigation and post-litigation wages, income, medical bills or other expenses, arising out of, either directly or indirectly, regardless of cause, a decision not to renew my employment contract with the Brick Township Municipal Utilities Authority, which decision took place in or about October of 2010. This matter is the subject of a certain lawsuit filed in the Superior Court of New Jersey, Law Division, Ocean County under Docket No. OCN-L-2009-13.

Liens: The Releasor guarantees that all outstanding liens, judgment, or monetary obligations owed, whether public or private, for any medical, income or other benefits received by the Releasor, or paid to any third party for the benefit of the Releasor, will be fully satisfied from the proceeds of this Release set forth above, I further agree to indemnify and hold harmless the Releasee and its representatives, legal and insurance, from any liability for the payment of any such lien or obligation. The Releasor hereby certifies and represents to the Releasee that he/she has fully disclosed the name, address, telephone number, policy number, and claim numbers, and docketed judgment number for child support as well as amount claimed, as a lien, by any health care carrier, health care provider, workers' compensation carrier, Medicare or Medicaid, subrogation insurance carrier, or attorney as a result of this accident or occurrence or against me whether or not it pertains to this accident or occurrence.

2. **Payment.** I have been paid a total of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)** and for other good and lawful consideration 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, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

4. **Signatures.** I understand and agree to the terms of this Release. If this Release is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

Laura Comeau-Stanley

[Signature]
SCOTT BUNDY

MARYLAND
STATE OF ~~NEW JERSEY~~ :
COUNTY OF St. Mary's : SS.
:

I CERTIFY that on October 7, 2015, SCOTT BUNDY personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- a. is named in and personally signed this document; and
- b. signed, sealed and delivered this document as his or her act and deed; and
- c. this release was made for the full and actual consideration paid or to be paid for the signing of this release.



Signed and sworn to before me this
7th day of October, 2015.

Laura Comeau-Stanley
Notary Public

RECORD AND RETURN TO:
DASTI, MURPHY, MCGUCKIN, ULAKY
KOUTSOURIS & CONNORS
620 W. Lacey Road
PO Box 1057
Forked River, New Jersey 08731

well as their representatives and attorneys, would be engaging in speculation and/or potentially violating applicable tax codes were they to offer opinions and/or attempt to govern the behavior of tax entities with this agreement.

The Releasees shall issue a 1099 Federal Tax form to the Plaintiff and to her attorneys, jointly. Costello & Mains' tax ID number is 72-162-1222.

9. CONFIDENTIALITY

The parties agree to keep this matter confidential. The parties are free, however, to discuss the terms of the Settlement Agreement as necessary with legal counsel and/or with any tax or financial professional, preparer or planner. The parties are also free to discuss the terms of this agreement with spouses, and if a business entity, with the board of directors. Prior to disclosing any information to a third party described above, the third party must agree to keep the information confidential.

10. NO ADDITIONAL TERMS

There are no additional terms pertinent to this Agreement which either party alleges or plans to allege exist. Any amendment to this Agreement must be in writing and must bear the signature of all original signatories in order to be legally binding. The parties agree further that there are no expectations, promises, accords or inducements existing other than the consideration mutually given in this release by, among and between the parties.

11. NO ADMISSION OF LIABILITY.

The parties agree that no party to this Agreement is admitting any liability for any wrongdoing under any theory specifically cognizable in any pleading to which this Agreement speaks, nor which may arise from any other law, statute, constitutional provision or legal doctrine. The purpose of this Agreement is solely to settle, without admission of liability at any time, the controversies between the parties fully and forever.

12. DISMISSAL WITH PREJUDICE

Plaintiff shall execute through its attorney a stipulation of dismissal with prejudice which shall be held IN ESCROW by the Defendants until all of the payments under this agreement have been made.



Signature

SCOTT J BUNDY

Print Name

DATE:

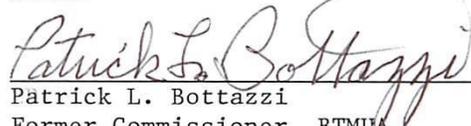


Signature

George Cevasco, Chairman, BTMUA

Print Name

DATE:



Patrick L. Bottazzi
Former Commissioner, BTMUA