

County of Monmouth

ANDREA I. BAZER, ESQ.
County Counsel
abazer@co.monmouth.nj.us



HALL OF RECORDS
1 East Main Street, Room 236
Freehold, New Jersey 07728
Telephone: 732-683-8640
Fax: 732-431-0437

February 12, 2015

SENT VIA ELECTRONIC MAIL

Carolyn Schwebel
79 Hamilton Avenue
Leonardo, NJ 07737
Email: cs@equalizers.org

Re: **OPRA REQUEST- RECEIVED FEBRUARY 3, 2015**

Dear Ms. Schwebel:

The County of Monmouth received your Open Public Records Act (OPRA) request on February 3, 2015. As such, the seven (7) business day deadline to respond to your request is February 12, 2015. This response to your request is being provided to you on the 7th business day after the custodian's receipt of said request.

Your request seeks "The record of the ADA settlement by Carolyn Schwebel and Carmena Stoney with Monmouth County that was approved by the Freeholders at their June 11, 2009 meeting including the record of freeholder votes on the issue or the documentation of approval. It is open business by the county and not "attorney-client privilege." The Freeholders' June 11, 2009 agreement was confirmed in an email to my attorney by atty. Lauren Bercik, and by atty Andrea Bazer in a Nov 2009 APP article."

Enclosed please find the following document(s) responsive to your request, some of which have redactions which are explained in the table below:

- 1) July 10, 2009 – Correspondence from Fredrick P. Niemann, Esq. to Anthony J. Brady, Jr., Esq. – Re – Schwebel and Stoney v. County of Monmouth, Docket No.: BUR-L-1570-07 (Prior Docket No.: MON-L-1693-05) Enclosing Check from PMA Management Corp. \$50,000 (3 Pages)
- 2) July 21, 2009 – Correspondence from Lauren D. Bercik, Esq. to Anthony J. Brady, Jr., Esq. – Re – Schwebel and Stoney v. County of Monmouth, Docket No.: BUR-L-1570-07 (Prior Docket No.: MON-L-1693-05) Enclosing fully executed Final Release (5 Pages)

- 3) July 14, 2009 – Memorandum from Malcolm V. Carton, Esq., County Counsel to James S. Gray, Clerk of the Board – RE – Executive Session Minutes – May, 2009 (4 Pages) *Redactions made which are explained in the table below.*

The table below identifies the records that are being denied in whole or in part as well as the legal basis for each denial, as is required by N.J.S.A. 47:1A-6.

If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the County of Monmouth to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council ("GRC") by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at P.O. Box 819, Trenton, NJ, 08625, by e-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The Council can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,



ANDREA I. BAZER,
Monmouth County Counsel

AIB/arl
Enclosures

Cc: Marion Masnick, Clerk of the Board

List of all records responsive to OPRA request (include the number of pages for each record).	List of all records provided, <u>with redactions</u> , or denied in their entirety.	If records are disclosed with redactions, give a general nature description of the redactions.	If records were denied in their entirety, give a general nature description of the record.	List the legal explanation and statutory citation for the denial of access to records in their <u>entirety</u> or <u>with redactions</u> .
<p>1) July 10, 2009 – Correspondence from Fredrick P. Niemann, Esq. to Anthony J. Brady, Jr., Esq. – Re – Schwebel and Stoney v. County of Monmouth, Docket No.: BUR-L-1570-07 (Prior Docket No.: MON-L-1693-05) Enclosing Check from PMA Management Corp. \$50,000 (3 Pages)</p> <p>2) July 21, 2009 – Correspondence from Lauren D. Bercik, Esq. to Anthony J. Brady, Jr., Esq. – Re – Schwebel and Stoney v. County of Monmouth, Docket No.: BUR-L-1570-07 (Prior Docket No.: MON-L-1693-05) Enclosing fully executed Final Release (5 Pages)</p> <p>3) July 14, 2009 – Memorandum from Malcolm V. Carton, Esq., County Counsel to James S. Gray, Clerk of the Board – RE – Executive Session Minutes – May, 2009 (4 Pages)</p>	<p>3) July 14, 2009 – Memorandum from Malcolm V. Carton, Esq., County Counsel to James S. Gray, Clerk of the Board – RE – Executive Session Minutes – May, 2009 (4 Pages)</p>	<p>➤ The redactions made to item 3 regard personnel and litigation matters which are considered inter-agency or intra-agency advisory, consultative or deliberative material and are therefore not subject under OPRA.</p>	<p>N/A</p>	<p>➤ The information in item 3 was redacted in accordance with <u>N.J.S.A. 47:1A-1</u> as the information pertains to personnel and litigation matters which are considered inter-agency or intra-agency advisory, consultative or deliberative material which are not subject under OPRA.</p>

253

*The Board of Chosen Freeholders
of the
County of Monmouth*

Fredrick P. Niemann
Special Monmouth County Counsel
Juniper Business Plaza
3499 Route 9 North, Suite 1-F
Freehold, New Jersey 07728
Telephone: (732)409-7360

Malcolm V. Carton
Monmouth County Counsel

July 10, 2009

Via Federal Express #869635803154

Anthony J. Brady Jr., Esq.
1 Rose Ave.
Maple Shade, NJ 08052

Re: **Schwebel and Stoney v. County of Monmouth**
DOCKET NO. BUR-L-1570-07 (Prior Docket No. MON-L-1693-05)
PMA # L8880516222

Dear Mr. Brady:

Enclosed please find PMA Management Corp. draft number 003768837B in the amount of \$50,000.00 payable to Trust Account of Anthony J. Brady, Jr. Esq. in full monetary settlement of the above captioned matter.

Be advised that I am submitting this draft on the express condition that any and all outstanding bills and liens or the like, as well as any contractual obligation to repay any insurance carrier or governmental entity be satisfied prior to the disbursement of proceeds to your client.

Acceptance of these funds constitutes full monetary settlement of this claim. By signing the draft all signatories agree to satisfy from the proceeds of this settlement all present and future liens, which have or may arise in connection with this case and to indemnify and hold harmless the defendants, the issuing carrier and this firm from any lien holds.

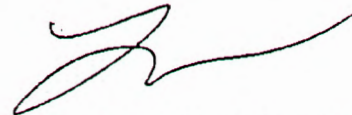
Anthony J. Brady Jr. , Esq.
July 10, 2009
Page 2

266

In addition, the enclosed settlement check is being forwarded to you on the express condition that you have complied with all of the requirement of N.J.S.A. 2A:17-56.23(b), "Act Concerning Child Support Judgments" and you agree to indemnify and hold harmless the defendants, the issuing carrier and this firm for any failure to implement the requirements of that statute.

Please be guided accordingly.

Very truly yours,



FREDRICK P. NIEMANN

Encl.

cc: Malcolm V. Carton, Esq. (Via First Class Mail w/encl.)
Teri O'Connor (Via First Class Mail w/encl.)
Cheryl Little, PMA (Via First Class Mail w/encl.)

PMA MANAGEMENT CORP.

CHECK NO.: 003768837B
CHECK DATE: 06/01/09
CHECK AMT.: \$50,000.00
PAY PERIOD:
PD TO DATE:
RATE.....
VOUCHER NO: 000801103B
BILL NO....

IF YOU HAVE ANY QUESTIONS PLEASE CALL:
PMA CALL CENTER
(888) 476-2669

TRUST ACCOUNT OF
ANTHONY J. BRADY, JR. ESQ.
PARKADE BUILDING
519 FEDERAL STREET
CAMDEN, NJ 08101

ACCIDENT DT: 04/07/05
PAYMNT TYPE: BODILY INJURY
INSURED....: MONMOUTH, COUNTY OF
CLAIM NO...: L-88-05-16222
POLICY NO...: 380500-536734-7
INVOICE NO.:
INVOICE DT.:
INVOICE AMT:
IRS NUMBER.:
PATIENT ID.:
INJURED....: CAROLYN SCHWEBEL
INJURED SSN: XXX-XX-0000
ICD9 DIAG..:

PAGE 1 OF 1

WARNING: THIS CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER WHICH CONTAINS AN ARTIFICIAL WATERMARK ON REVERSE SIDE - HOLD AT ANGLE TO VIEW

NOT VALID 6 MONTHS AFTER DATE OF ISSUE

52-22
311

PMA MANAGEMENT CORP.

ON BEHALF OF
MONMOUTH, COUNTY OF

CHECK NUMBER	DATE	AMOUNT
003768837B	06/01/09	*****\$50,000.00

WACHOVIA BANK OF DELAWARE
WILMINGTON, DE 19803

PAY Fifty thousand and 00/100 Dollars
TO TRUST ACCOUNT OF
THE ANTHONY J. BRADY, JR. ESQ.
ORDER PARKADE BUILDING
OF 519 FEDERAL STREET
CAMDEN, NJ 08101

Vincent J. Donnelly
[Signature]

AUTHORIZED SIGNATURES

C
MP

• WARNING: THIS CHECK CONTAINS A MICROPRINTED BORDER - VOID IF UNREADABLE UNDER MAGNIFICATION

⑈0003768837⑈ ⑈031100225⑈ 2079950030214⑈

*The Board of Chosen Freeholders
of the
County of Monmouth*

Fredrick P. Niemann
Special Monmouth County Counsel
Juniper Business Plaza
3499 Route 9 North, Suite 1-F
Freehold, New Jersey 07728
Telephone: (732)409-7360

Malcolm V. Carton
Mon mouth County Counsel

July 21, 2009

Via First Class Mail

Anthony J. Brady Jr., Esq.
1 Rose Ave.
Maple Shade, NJ 08052

Re: **Schwebel and Stoney v. County of Monmouth**
DOCKET NO. BUR-L-1570-07 (Prior Docket No. MON-L-1693-05)
PMA # L8880516222

Dear Mr. Brady:

For your records, enclosed please one original of the fully executed Final Release between the parties.

Very truly yours,



LAUREN D. BERCIK
On behalf of FREDRICK P. NIEMAN

Encl.

cc: Malcolm V. Carton, Esq. (Via First Class Mail w/encl.)
Cheryl Little, PMA (Via First Class Mail w/encl.)

MALCOLM V. CARTON ESQ.
Monmouth County Counsel
By: Frederick P. Niemann Esq.
Special County Counsel
3499 Route 9 North, Suite 1-F
Freehold, New Jersey 07728
Attorney for the Defendant

367

CAROLYN SCHWEBEL
CARMENA STONEY

Plaintiffs,

v.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO. BUR-L- 1570-07

MONMOUTH COUNTY

Defendant.

CIVIL ACTION

FINAL RELEASE

WHEREAS, Plaintiffs, CAROLYN SCHWEBEL and CARMENA STONEY ("Plaintiffs") commenced the present action in the Superior Court of New Jersey, Law Division, against defendants, COUNTY OF MONMOUTH, ("Defendant"); and Plaintiffs and Defendant collective referred to as "Parties" and

WHEREAS, the Defendant has answered Plaintiffs' Complaint denying the allegations thereof; and

WHEREAS, the Defendant and the Plaintiffs have exchanged documentation and/or information concerning the validity of the Plaintiffs' claims and the defenses thereto; and

WHEREAS, Plaintiffs and Defendant believe that a trial, in all likelihood would be highly contested, fact-intensive, time consuming, costly; and

WHEREAS, after good faith, arms' length negotiations, the Parties have agreed to resolve the claims asserted in the Complaint on the terms and conditions set forth in the Agreement dated May 21, 2009 (the "Settlement Agreement") and incorporated by reference herein, and

WHEREAS, the Parties represent and warrant to each other that they have the full power and authority to execute and to perform their respective obligations under the Agreement and Release and, where appropriate, have obtained the requisite governing body authority to enter into this Settlement Agreement and Release:

NOW, WHEREFORE, it is hereby stipulated, consented to and agreed, by and among the Parties to this dispute, as follows:

1. This Settlement Agreement and Release contains the entire agreement between the Plaintiffs and Defendant, and may only be modified in writing signed by the Parties or their duly appointed agents.
2. In full and final settlement of Plaintiffs claims as set forth in the Complaint, Defendant agrees to and shall pay the Plaintiffs and the Plaintiffs agree to and shall accept the sum of **Fifty Thousand Dollars (\$50,000.00)** (the Settlement Payment). The Settlement Payment shall be made by check payable to "Trust Account of Anthony J. Brady, Esq.", and shall be delivered to counsel of record upon the full and complete execution of this Release.
3. Except as herein expressly stated, Plaintiffs shall not be entitled to any other benefits or equitable relief of any nature or compensation of any kind except as expressly set forth in this Settlement Agreement and Release. The monetary amounts received pursuant to this Release are all that are or may be due to Plaintiffs.
4. Plaintiffs hereby release any and all obligations, claims, and demands of any kind whatsoever, at law or in equity, direct or indirect, known or unknown, discovered or undiscovered, arising out of, by reason of or relating in any way whatsoever to the matter pending in the Superior Court of the State of New Jersey, County of Burlington, Law Division, entitled, **CAROLYN SCHWEBEL CARMENA STONEY** verse **MONMOUTH COUNTY** bearing docket number Docket No. BUR-L-1570-07, (transferred from Docket No. MON-L-1693-05). The Plaintiffs hereby agree to dismiss their action, with prejudice, against the County and will execute a Stipulation of Dismissal with prejudice to that effect, to be filed with the Court.

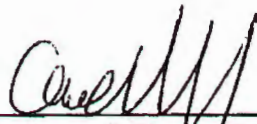
5. Plaintiffs hereby irrevocably and unconditionally release, acquit and forever discharge the Defendant and each of its predecessors, successors, assigns, agents, directors, officers, employees, representatives, council, attorneys, divisions, and all persons acting by, through under or in concert with any of them (collectively "Releasees"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever pertaining to this action, known or unknown (hereafter referred to as "Claim" or "Claims"), which Plaintiffs now have, own or hold, or claims to have, own or hold, or which Plaintiff at any time hereafter may have, own or hold, or claim to have, own or hold, against each or any of the Releasees.
6. Plaintiffs personally guarantee that all liens or monetary obligations owed whether public, private or other wise, for any medical, wage, or other benefit received or paid by any third party on his behalf have been satisfied and paid in their entirety by her or her authorized agent from the funds received pursuant o this Release, and further agree to indemnify and hold harmless, the Defendant, the insurance carrier, and attorneys, from any liability they might incur to any lien holder for the payment of any actual or equitable lien amount, whether public, private or otherwise.
7. The Parties acknowledge that this Settlement Agreement and Release are compromises of disputed claims, and that neither Party admits, and each expressly denies, any liability on its part.
8. This Release may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.
9. No copy of nor the original of this Release shall be filed with any agency or court. The only exception to this provision is that the Release may be used as evidence in a subsequent proceeding concerning allegations of its breach.

10. The Settlement Agreement and Release sets forth the entire agreement between Parties hereto, and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter hereof.
11. Each of the Parties acknowledges that it has read all of the terms of this Release, has had an opportunity to consult with counsel of their own choosing or voluntarily waived such right and enters into those terms voluntarily and without duress.
12. This Release shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Release, no provision shall be construed and interpreted for or against any of the Parties because such provision or any or any other provision of the Release as a whole is purportedly prepared or requested by such Party.
13. This Release shall be binding upon each of the Parties hereto and their heirs, administrators, representatives, agents, executors, successors and assigns.
14. This Release is made and entered into in the State of New Jersey, and shall, in all respects, be interpreted, enforced and governed under the laws of said State. The language of all parts of this Settlement Agreement shall, in all cases, be construed as a whole, according to its fair meaning, not strictly for or against any of the parties.

Dated:

7/3/09

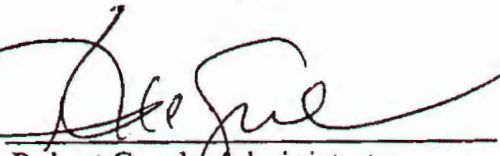
Signed:


Anthony J. Brady, Esq.
On behalf of the Plaintiffs

Dated:

7/14/09

Signed:


Robert Czech, Administrator
On behalf of County of Monmouth

THE BOARD OF CHOSEN FREEHOLDERS
OF THE
COUNTY OF MONMOUTH

MALCOLM V. CARTON
MONMOUTH COUNTY COUNSEL

ROBERT D. FACCONI
FIRST ASSISTANT COUNTY COUNSEL



514 GARFIELD AVENUE
P.O. BOX 97
AVON, N.J. 07717
TELEPHONE 732-776-7777
FAX# 732-776-6901
malcolmvcarton@verizon.net

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

MEMORANDUM

SENT VIA FACSIMILE ONLY

TO: James S. Gray
Clerk of the Board

CLK OF BD

FROM: Malcolm V. Carton
County Counsel

RE: Executive Session Minutes -May, 2009

JUL 15 '09 AM 8:57

DATE: July 14, 2009

May 14th

Topic 1
Topic 2
Topic 3
Topic 4

[REDACTED]

May 28th

Topic 1

[REDACTED]

Topic 2 ADA lawsuit - hold pending final disposition

Topic 3
Topic 4
Topic 5
Topic 6
Topic 7

[REDACTED]

If you have any questions, do not hesitate to call. Thank you for your continuing courtesy and cooperation.

MVC:mw

Encs.

IN THE EVENT YOU DO NOT RECEIVE COMPLETE TRANSMISSION, PLEASE CONTACT MY OFFICE AT 732-776-7777.

The pages comprising this facsimile transmission contain confidential information from the offices of THE MONMOUTH COUNTY COUNSEL. This information is intended solely for use by the individual entity named as the recipient hereof. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this transmission is prohibited. If you have received this transmission in error, please notify us by telephone immediately so we may arrange to retrieve this transmission at no cost to you.

"SEPTEMBER 2d, 1609 - THIS IS A VERY GOOD LAND TO FILL IN WITH LAND A PLEASANT LAND TO SEE."
Entry in the log of Hendrik Hudson's Ship Half Moon made after the Dutch Explorer became the first European to come ashore in what later was known as Monmouth County

- EXECUTIVE SESSION -

**MAY 28, 2009
ADMIN. CONFERENCE ROOM**

EXECUTIVE SESSION

The Monmouth County Board of Chosen Freeholders met in Executive Session on Thursday, May 28, 2009 at 3:55 p.m. in the Administrator's Conference Room, Hall of Records, Main St., Freehold, NJ, to discuss property acquisition, personnel and litigation. Minutes to be available in 90 days.

MEMBERS PRESENT

Ms. Burry, Mr. Clifton, Ms. Mallet, Mr. D'Amico and Director McMorrow

OFFICERS PRESENT

County Counsel Carton,, Special County Counsel Messina, Special County Counsel Kinney, County Admin. Czech, Deputy County Admin. O'Connor, Finance Dir. Marshall, Dir. of Public Works and Engineering Tobia, County Engineer Ettore, Dir. of Public Information Heine and Clerk of the Board Gray

[REDACTED]

[REDACTED]

Special County Counsel briefed the Board on the settlement of an ADA compliance case involving access to county buildings which has been on-going for over 4 years. The original demand was for \$100,000 and rectifying all deficiencies. The settlement agreed to involved awarding \$50,000 to be split between the litigants, their lawyers and remediation of an entrance to one of the county buildings.

[REDACTED]

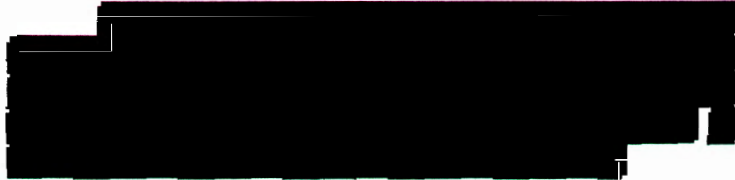
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



MOTION:

On motion of Freeholder Clifton, seconded by Freeholder Mallet and duly passed authorizing today's Executive Session be adjourned

ADJOURNMENT:

There being no further business to come before the Board at this time, the meeting was adjourned at 5:05 p.m.



JAMES S. GRAY, CLERK OF THE BOARD