

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9314

DATE 5-12-22

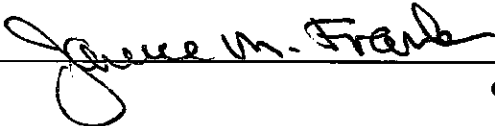
TITLE

Resolution for Settlement and General Release Agreement

RESOLUTION TO APPROVE A SETTLEMENT AND RELEASE AGREEMENT

BE IT RESOLVED by the City Council of the City Of Williamsport that the Agreement is hereby approved and the appropriate city officials are authorized to execute the Settlement and Release Agreement between the City of Williamsport and Ruth Moraski, Zigmund and Company, LTD and Henry Dunn, Inc.

Approved



City Clerk



President

SETTLEMENT AND GENERAL RELEASE AGREEMENT

FOR AND IN CONSIDERATION of Thirty Thousand Dollars and Zero Cents (\$30,000.00); Fourteen Thousand Five Hundred Dollars (\$14,500.00) to be paid by Zigmund & Company, Ltd., Five Hundred Dollars (\$500.00) to be paid by Ruth Moraski, and their insurers, Philadelphia Indemnity Insurance Company, and Fifteen Thousand Dollars (\$15,000.00) to be paid by Henry Dunn, Inc., and its insurer, Utica Mutual Insurance Company, the receipt and sufficiency of which are hereby acknowledged, the City of Williamsport (hereinafter "Releasor") hereby releases and forever discharges Zigmund & Company, Ltd., Ruth Moraski, Henry Dunn, Inc., their insurers, reinsurers, affiliated companies, parent companies, subsidiaries, officers, employees, executives, agents, attorneys, and any and all other persons, partnerships, associations, entities, and corporations whether or not named herein, their heirs, executors, administrators, successors, parents, subsidiaries, assigns, and their respective agents, servants, and employees (collectively referred to herein as "Releasees") from any and all causes of action, claims and demands of whatsoever kind or nature on account of all known and unknown injuries, losses, and damages in any way connected with the claims more fully described in the litigation pending in the Court of Common Pleas of Lycoming County, Pennsylvania at docket number 16-00521.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the acceptance of said sum is in full accord and satisfaction of a disputed claim and that the payment of said sum is not an admission of liability by any party.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Release and settlement is intended to cover and does cover not only all now known injuries, losses, damages, and claims which arise from the claims more fully described in the litigation pending in the Court of

Common Pleas of Lycoming County, Pennsylvania at docket number 16-00521, but also any further or future claims, injuries, losses, and damages which arise from, or are related in any way to the claims more fully described in the litigation pending in the Court of Common Pleas of Lycoming County, Pennsylvania at docket number 16-00521.

IT IS FURTHER UNDERSTOOD AND AGREED that this is the complete release agreement and that there are no written or oral understandings or agreements, directly or indirectly connected with this Release and settlement that are not incorporated herein. This agreement shall be binding upon and inure to the successors, assigns, heirs, executors, administrators and legal representatives of the respective parties hereto.

THE PARTIES HEREBY AGREE that this settlement and the terms outlined herein shall be confidential to the extent permitted by law. Notwithstanding the foregoing, the Parties may disclose this Release and its terms: (a) to the Party's respective officers, directors, employees, accountants, attorneys, tax preparers, and auditors who have a *bona fide* need to know of this Release; and (b) as required by valid subpoena, court order, as required by a government agency, or as required by a right to know request.

THE PARTIES HEREBY DECLARE that the terms of this settlement have been completely read; that they have discussed the terms of this settlement with legal counsel of their choice and had an opportunity to ask questions of counsel pertaining to the terms and legal effect of this Release and settlement; and said terms are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims on account of the incident and related damages above-mentioned, and for the express purpose of forever precluding any further claims or suits arising out of the above incidents.

THE RELEASOR FURTHER DECLARES that it will take any and all steps necessary to end this matter upon receipt of the above settlement proceeds, including the immediate filing of a discontinuance with prejudice with the appropriate court.

THE PARTIES AGREE that any disputes arising under this agreement shall be brought in the Court of Common Pleas of Lycoming County, Pennsylvania.

IN WITNESS WHEREOF, we have hereunto set our hand this _____ day of _____, 2022.

CITY OF WILLIAMSPORT

By: Janice Frank
Janice Frank, City Clerk

By: Derek Slaughter
Derek Slaughter, Mayor

By: Margaret Woodring
Margaret Woodring, Controller

Ruth Moraski

ZIGMUND & COMPANY, LTD.

By: _____
Ruth Moraski, President

HENRY DUNN, INC.

By: _____
Name: _____
Title: _____