

**RESOLUTION NO. 2020 - 483**

**A RESOLUTION AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT BY AND BETWEEN PC7REO LLC AND THE CITY OF VINELAND REGARDING OUTSTANDING UTILITY LIEN ON 569 E. BUTLER AVENUE.**

**WHEREAS**, on October 11, 2018 the City of Vineland sold Tax Sale Certificate No. 18000492 which was subsequently assigned to PC7REO LLC.

**WHEREAS**, on or about June 19, 2020, PC7REO LLC sold the property subject to the tax sale certificate, 569 E. Butler Avenue, Vineland, New Jersey.

**WHEREAS**, at the time of the sale money was placed in escrow to cover certain utility and trash removal charges which PC7REO LLC disputed.

**WHEREAS**, the amount disputed by PC7REO LLC was \$1,259.67.

**WHEREAS**, PC7REO LLC has agreed to release to the City of Vineland \$600.00 from the escrow in exchange for the City of Vineland agreeing to a release of the remaining amount held in escrow to PC7REO LLC.

**WHEREAS**, considering the amount at issue, and the potential cost of litigation if this matter is not amicably resolved, it appears to be in the best interest of the City of Vineland to accept the payment of \$600.00 from the escrow and waive the balance due for utilities and trash charges, due as of December 31, 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Vineland as follows:

1. City Council does hereby approves and authorizes the execution of a Settlement Agreement, by the Mayor of Vineland, as attached, wherein the City of Vineland authorizes the release of the balance held in escrow as a result of the sale of 569 E. Butler Avenue by PC7REO LLC, upon the payment of \$600.00 to the City of Vineland with the balance to be paid to PC7REO LLC.
2. City Council further approves a reduction in the amount due for utilities and trash collection as of December 31, 2017, which is to be reflected in the books and records of the City of Vineland and the appropriate departments.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

## **SETTLEMENT AGREEMENT AND RELEASE OF POTENTIAL CLAIMS**

This Settlement Agreement and Release of Claims (“Settlement Agreement”) is by and between the City of Vineland, New Jersey (“City”) and PC7REO LLC, each of whom is hereinafter also referred to singularly as a “Party” and both of whom are hereinafter referred to collectively as the “Parties” where appropriate.

**WHEREAS**, on June 19, 2020, PC7REO LLC closed on the sale of real property located at 569 E. Butler St. in Vineland, New Jersey (“the property”); and

**WHEREAS**, the City has claimed that there are water, electric, and trash charges on multiple accounts on the Property, as shown on the account statement attached hereto as **Exhibit A**, which total approximately \$1,259.67; and

**WHEREAS**, PC7REO LLC has disputed the validity of these charges, and \$2,000.00 of its sales proceeds have been escrowed pending resolution of this dispute; and

**WHEREAS**, the Parties have settled all disputes between them and have agreed to memorialize their agreement in writing as set forth in this Settlement Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth in this Settlement Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged,

**IT IS AGREED** by and between the Parties as follows:

1. **SETTLEMENT PAYMENT AND DISPOSITION OF ESCROW.** The City agrees to accept the sum of \$600.00 in full and complete satisfaction of any water, electric, and trash charges on the Property which may have been outstanding as of PC7REO LLC’s closing on the Property on June 19, 2020. The City agrees to update its records as may be necessary to delete or remove such charges within ten (10) business days of the receipt of the \$600.00 payment required by this Settlement Agreement. The Parties agree that the \$600.00 payment required by this Settlement Agreement may be paid from the escrow currently held by Surety Title, and that the remaining balance of \$1,400.00 from this escrow may be released to PC7REO LLC from Surety Title.

2. **GENERAL RELEASE OF CLAIMS AGAINST THE CITY.** In exchange for the consideration set forth and described in this Settlement Agreement, PC7REO LLC, on behalf of itself and its agents, representatives, assigns, beneficiaries, administrators, successors, insurers, attorneys, officials, employees and any person acting or claiming to act on its behalf hereby waive, release and forever discharge any and all suits, actions, claims, demands, and causes of action of any kind or nature whatsoever, both direct and indirect, asserted or unasserted, known or unknown, that they have or may have against the City, its past or present board members, officers, officials, attorneys, principals, insurers, administrators, executors, agents, employees, or representatives arising out of or related to the charges on the Property identified in this Settlement Agreement.

3. **COVENANT NOT TO SUE.** PC7REO LLC further agrees that it will not commence, prosecute, or otherwise participate in any action in this or any other forum (other than participation in the settlement as provided herein) in which any claim released in paragraph 2 is asserted.

4. **NO ADMISSION OF LIABILITY.** Neither this Settlement Agreement, nor compliance with this Settlement Agreement, shall be construed as an admission by the City of any liability, fault or wrongdoing whatsoever.

5. **COMPLETE AGREEMENT.** The Parties acknowledge and agree that there are no other covenants, promises, undertakings or understandings between them beyond those set forth in this Settlement Agreement.

6. **KNOWING AND VOLUNTARY AGREEMENT.** PC7REO LLC acknowledges and agrees that it has entered into this Settlement Agreement freely, knowingly and voluntarily, and that it has been represented by an attorney of its choosing in connection with the negotiation and preparation of this Settlement Agreement.

7. **GOVERNING LAW.** This Settlement Agreement, including the validity and enforceability hereof, shall be construed under and governed by New Jersey law.

8. **COSTS.** Except as provided for in this Settlement Agreement, the parties shall bear their own costs and attorneys' fees.

9. **SEVERABILITY.** If any provision of this Settlement Agreement is found to be void or unenforceable, such finding shall not affect the validity or enforceability of the remaining provisions.

10. **HEADINGS.** The headings in this Settlement Agreement are intended for convenient reference only and are not interpretative of the contents of any provision.

11. **MODIFICATION.** This Settlement Agreement may not be amended, changed or modified in any way except in writing executed by the Parties. No waiver of any provision of this Settlement Agreement will be valid unless it is in writing and signed by the party against whom such waiver is charged.

12. **AUTHORIZATION TO ENTER INTO AGREEMENT.** The Parties, including each person signing below on behalf of a Party, represent and warrant that their respective signatories are fully authorized to enter into the terms and conditions stated herein, to execute the Settlement Agreement, and to bind legally the Party on whose behalf they are signing. The Parties further represent and warrant that they are the owners of, and have not sold, assigned, conveyed, or otherwise transferred, prior to execution of this Settlement Agreement, any claim, demand, cause of action, obligation, damage or liability released in or related to this Settlement Agreement.

13. **COUNTERPARTS.** This Settlement Agreement, any amendments or modifications to this Settlement Agreement, and any other documents required to be executed in order to consummate or carry out this Settlement Agreement, may be executed in one or more counterparts, each of which shall be deemed an original. All such counterparts shall together constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original. This Settlement Agreement may be executed via electronic signature.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
City of Vineland, New Jersey

By:

Its:

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
PC7REO LLC

By: Marc Rubinsohn

Its: Manager

City of Vineland Property Tax Search

6/17/2020

Tax ID	Account No	Service Address	Location No	Name	Service Type	Service Status	Termination Date	Read Date	Last Bill Dt	Amount
Tax ID: 17295										
Account No: 108006										
17295	108006	569 E BUTLER AVE VINELAND NJ 08360-7149697	36084	WILLIAM/JEAN M FRYE	WATER	FINAL	Aug 20 2010 12:00AM		Nov 20 2019 12:00AM	0
17295	108006	569 E BUTLER AVE VINELAND NJ 08360-7149697	36084	WILLIAM/JEAN M FRYE	ELEC	FINAL	Aug 20 2010 12:00AM	Aug 7 2014 12:00PM	Nov 20 2019 12:00AM	0
17295	108006	569 E BUTLER AVE VINELAND NJ 08360-7149697	36084	WILLIAM/JEAN M FRYE	TRASH	FINAL	Nov 19 2019 12:00AM		Nov 20 2019 12:00AM	735.46
Account No 108006 Total:										735.46
Account No: 263862										
17295	263862	569 E BUTLER AVE VINELAND NJ 08360-7149697	36084	BENJAMIN RIVERA	WATER	FINAL	Jan 12 2015 12:00AM	Jan 13 2015 12:00PM	Jan 19 2015 12:00AM	71.35
17295	263862	569 E BUTLER AVE VINELAND NJ 08360-7149697	36084	BENJAMIN RIVERA	ELEC	FINAL	Dec 16 2014 12:00AM	Jan 6 2015 12:00PM	Jan 19 2015 12:00AM	408.95
Account No 263862 Total:										480.3
Account No: 292908										
17295	292908	569 E BUTLER AVE VINELAND NJ 08360-7149697	36084	PC7 REO LLC	WATER	FINAL	Jun 15 2020 12:00AM	Jun 15 2020 11:00AM	Jun 11 2020 12:00AM	12.32
17295	292908	569 E BUTLER AVE VINELAND NJ 08360-7149697	36084	PC7 REO LLC	TRASH	CUTON			Jun 11 2020 12:00AM	22
17295	292908	569 E BUTLER AVE VINELAND NJ 08360-7149697	36084	PC7 REO LLC	ELEC	FINAL	Jun 15 2020 12:00AM	Jun 15 2020 11:00AM	Jun 11 2020 12:00AM	9.59
Account No 292908 Total:										43.91
Tax ID 17295 Total:										1259.67
Grand Total:										1259.67

EXHIBIT A