

THE NORTH ARLINGTON PUBLIC LIBRARY

210 RIDGE ROAD

NORTH ARLINGTON, NJ 07031

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WWW.NORTHARLINGTONLIBRARY.ORG

NORTH ARLINGTON LIBRARY BOARD OF TRUSTEES

September 9, 2025

**RESOLUTION TO APPROVE SETTLEMENT AGREEMENT REGARDING IRENE COLAO
V. NORTH ARLINGTON PUBLIC LIBRARY.**

BE IT RESOLVED that the North Arlington Public library Board of Trustees approved the settlement amount of \$200,000 to be awarded to Irene Colao.

MOTION BY Kathy Kartanowicz (Kathy Kartanowicz)

SECONDED BY Michael D. Shafrin (Michael D. Shafrin)

MOTION PASSES BY UNANIMOUS VOTE

RESO RE: APPROVAL OF SETTLEMENT AGREEMENT REGARDING IRENE COLAO V. NORTH ARLINGTON PUBLIC LIBRARY, MON-L-891-23

COUNCIL/ MAYOR	INTRODUCED	SECONDED	YES	NO	ABSTAIN	ABSENT
FITZHENRY			X			
DECICCO					X	
KARCIC		X	X			
SHEEDY			X			
DEL RUSSO			X			
BOCCHINO	X		X			
PRONTI						
ON CONSENT AGENDA <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						

WHEREAS, Irene Colao filed a lawsuit on or about March 22, 2023 entitled Irene Colao v. North Arlington Public Library, Docket # MON-L-891-23; and

WHEREAS, the insurance policy which is covering the cost of North Arlington Library Board’s defense of the aforementioned lawsuit is maintained by the Borough of North Arlington; and

WHEREAS, the Borough of North Arlington’s insurance carrier has informed the Borough and the North Arlington Library Board that it recommends entering into a settlement agreement in the amount of \$200,000.00 (“Settlement Agreement”) with Irene Colao to avoid further litigation expenses; and

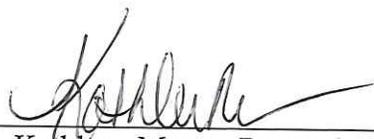
WHEREAS, insurance appointed counsel, Mary McDonnell, Esq., has recommended that the Borough of North Arlington grant authorization for the settlement agreement to be ratified and executed by the North Arlington Library Board; and

WHEREAS, based on the recommendation of insurance counsel, the Governing Body believes that authorizing the North Arlington Library Board to enter into this Settlement Agreement is in the Borough’s best interests;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council by the Mayor and Council of the Borough of North Arlington, Bergen County, New Jersey as follows:

1. That subject to final approval by the North Arlington Library Board, the above referenced Settlement Agreement is hereby ratified, to the extent required, by the Borough of North Arlington’s Mayor and Council, and all Borough officers and representatives, are hereby authorized to execute the Settlement Agreement and take any and all action required to effectuate the terms of the negotiated settlement agreement as described therein; and

2. This resolution shall take effect immediately.

ATTEST: 
Kathleen Moore, Borough Clerk

APPROVED: 
Daniel H. Pronti, Mayor

DATED: August 7, 2025

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into by and between Irene Colao (referred to throughout this Agreement as "Plaintiff") and North Arlington Public Library ("Defendant"). The term "Party" or "Parties" as used herein shall refer to Plaintiff and Defendant.

1. Recitals.

This Agreement is made with reference to the following facts:

- a. Plaintiff was formerly employed by Defendant.
- b. Plaintiff's employment with Defendant ended in or about September 2022 ("Separation").
- c. On or about March 22, 2023, Plaintiff filed a civil action in the Superior Court of New Jersey captioned *Irene Colao v. North Arlington Public Library, et al.*, proceeding under Docket No. BER-L-3288-23 (the "Action"). In the Action, Plaintiff alleged that Defendant violated the New Jersey Law Against Discrimination, *N.J.S.A. 10:5-1, et seq.* (the "LAD"), by subjecting her to harassment, discrimination, and a hostile work environment.
- d. There has been no determination on the merits of the claims asserted in the Action and Defendant denies any and all allegations of wrongdoing, but, in order to avoid additional cost and the uncertainty of litigation, Plaintiff and Defendant have agreed to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against Defendant named in the Action, and all of their respective past, present, and future parents, divisions, elected officials, trustees, officers, directors, agents, attorneys, Plaintiffs, representatives, successors, assigns, and insurers (collectively referred to throughout the remainder of this Agreement as "Releasees") as of the date of execution of this Agreement.

2. Consideration/Indemnification for Tax Consequences and Liens.

a. In consideration for Plaintiff signing this Agreement, and complying with its terms and subject to the revocation language below, if any, Defendant agrees to pay the total gross sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) in good funds (the "Settlement Payment"), to be paid as follows:

- i. One payment by check made payable to "Irene Colao" in the amount of ONE HUNDRED FOURTEEN THOUSAND, TWO HUNDRED FIFTY-ONE AND 24/100 DOLLARS (\$114,251.24) for which Defendant shall issue an IRS Form

1099-MISC to Plaintiff, to be delivered to Plaintiff's Counsel within thirty (30) days of Plaintiff's execution of this Agreement; and

- ii. One payment by check made payable to "Sattiraju & Tharney, LLP" in the amount of EIGHTY-FIVE THOUSAND, SEVEN HUNDRED FORTY-EIGHT AND 76/100 DOLLARS (\$85,748.76), for which Defendant shall issue an IRS Form 1099-MISC, to be delivered to Plaintiff's Counsel within thirty (30) days of Plaintiff's execution of this Agreement; and

b. Plaintiff agrees that she shall pay any attorney's fees, costs and expenses incurred by her attorneys in connection with this lawsuit out of the total settlement sum. Plaintiff is responsible for all applicable taxes, if any, as a result of the receipt of these monies in Paragraph 2(a)(i). Plaintiff understands and agrees that Defendant is providing Plaintiff with no representations regarding tax obligations or consequences that may arise from this Agreement. Plaintiff, for Plaintiff and Plaintiff's dependents, successors, assigns, heirs, executors, and administrators, agrees to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority's determination that Defendant or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff or Plaintiff's Counsel pursuant to Paragraph 2(a) of this Agreement.

c. Any settlement payments made by check set forth in this paragraph will be delivered to Plaintiff's Counsel at 50 Millstone Road, Building 300, Suite 202, East Windsor, New Jersey 08520.

3. No Consideration Absent Execution of this Agreement.

Plaintiff understands and agrees that Plaintiff would not receive the monies specified in Paragraph 2(a) above, except for Plaintiff's timely execution of this Agreement and the fulfillment of the promises contained herein.

4. Disbursal of Settlement Funds/Dismissal of Action.

a. The settlement payments described in Paragraph 2(a) will be sent only after the following have occurred:

- i. counsel for Defendant receives a copy of the Agreement signed by Plaintiff;
- ii. counsel for Defendant receives an executed IRS Form W-9 from Plaintiff's Counsel, Sattiraju & Tharney, LLP;

- iii. counsel for Defendant receives an executed IRS Form W-9 from Plaintiff;
- iv. counsel for Defendant receives a clear Charles Jones search;
- v. counsel for Defendant receives an executed CMS Claimant information form;
- vi. the seven (7) day revocation period following the signing of this Agreement has expired without Plaintiff having revoked this Agreement;
- vii. counsel for Defendant receives a signed Stipulation of Dismissal with Prejudice, dismissing all claims in the Action against all Releasees; and
- viii. Upon confirmation that the Settlement Payment has cleared and been received by Plaintiff's Counsel, the Parties agree that the Stipulation of Dismissal with Prejudice shall be promptly filed by Defendant's counsel with the Superior Court of New Jersey, Law Division, Bergen County to dismiss the Action in its entirety with prejudice and without costs to any party.

5. General Release, Claims Not Released, and Related Provisions.

a. General Release of All Claims. In consideration of the Settlement Payment detailed in Paragraph 2, Plaintiff and Plaintiff's heirs, executors, administrators, successors, and assigns (collectively "Releasors") knowingly and voluntarily release and forever discharge Releasees of and from any and all claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever, known and unknown, asserted or unasserted, which Releasors have or may have against Releasees as of the date of Plaintiff's execution of this Agreement. This general release includes, but is not limited to, any claims arising out of or in any way related to Plaintiff's employment with Defendant or the Separation, and any alleged violation of the following, as amended:

The New Jersey Law Against Discrimination (LAD);
 The New Jersey Conscientious Plaintiff Protection Act (CEPA);
 The New Jersey Family Leave Act;
 The New Jersey State Wage and Hour Law and Wage Payment Law;
 The New Jersey Equal Pay Act;
 The New Jersey Millville Dallas Airmotive Plant Job Loss Notification Act;
 The New Jersey Constitution;
 Title VII of the Civil Rights Act of 1964;
 The Age Discrimination in Employment Act of 1967 ("ADEA");
 Sections 1981 through 1988 of Title 42 of the United States Code;
 The Americans with Disabilities Act of 1990 (ADA);
 The Family and Medical Leave Act (FMLA);
 The Plaintiff Retirement Income Security Act of 1974 ("ERISA");

The Equal Pay Act;
The Worker Adjustment and Retraining Notification Act (WARN);
any other federal, state, or local law, rule, regulation, or ordinance;
any public policy, contract (express or implied), tort, or common law (including but not limited to claims for wrongful discharge, retaliation, defamation, infliction of emotional distress, fraud, or negligence); or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters, except as expressly provided for in this Agreement.

b. Claims Not Released. Plaintiff is not waiving any rights or claims that Plaintiff may have to: (i) Plaintiff's own vested or accrued Plaintiff benefits under Defendant's qualified retirement benefit plans as of the Separation date; (ii) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; or (iv) enforce the terms of this Agreement.

c. Governmental Agencies. Nothing in this Agreement prohibits or prevents Plaintiff from filing a charge or complaint with, or from participating, testifying, or assisting in an investigation, hearing, or proceeding conducted by the Equal Employment Opportunity Commission (EEOC), the New Jersey Division on Civil Rights, or any other federal, state, or local agency charged with the enforcement of any laws. However, by signing this Agreement, Plaintiff understands and agrees that Plaintiff is waiving any right to recover any personal monetary damages, equitable relief, or other individual relief in connection with any such charge, complaint, or proceeding.

6. Governing Law and Interpretation.

This Agreement shall be governed and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Plaintiff agrees to sign a replacement release in a form provided by Defendant.

7. Nonadmission of Wrongdoing.

Plaintiff hereby agrees that this Defendant has not admitted to any liability, nor has any person, elected official, officer, agent, or employee of this Defendant admitted to any wrongdoing or to any violations of any federal or state laws or statutes or regulations or any North Arlington Public Library Rules or Regulations or caused any loss of income or future income to Plaintiff, and Plaintiff hereby acknowledges that it is the intention of the parties to this Release and settlement to enter into said settlement solely for the purpose of amicably resolving any and all matters in controversy or in dispute, and to avoid the further expenditure of attorney's fees and other costs that would result from continued and protracted litigation in this complex employment-related matter.

8. Amendment.

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

9. Entire Agreement.

This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any prior agreements or understandings between the Parties. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Agreement, except for those set forth in this Agreement.

10. Counterparts and Signatures.

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

11. Mutual Negotiation.

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

12. Third Party Beneficiaries.

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Plaintiff or any of the other Releasers.

13. OWBPA/ADEA Acknowledgements

PLAINTIFF IS ADVISED THAT PLAINTIFF HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. PLAINTIFF ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO PLAINTIFF'S SIGNING OF THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY PLAINTIFF'S COUNSEL SATTIRAJU & THARNEY, LLP, AND SO DOING, ENTERS INTO THIS AGREEMENT.

PLAINTIFF MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY ON WHICH PLAINTIFF SIGNS OR ENTERS INTO THIS AGREEMENT AND THE AGREEMENT IS NOT ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO: MARY C. MCDONNELL, ESQ. AT MMCDONNELL@PFUNDMCDONNELL.COM THE REVOCATION MUST BE RECEIVED BY DEFENDANT'S COUNSEL WITHIN SEVEN (7) CALENDAR DAYS AFTER PLAINTIFF SIGNS OR ENTERS INTO THIS AGREEMENT.

PLAINTIFF AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.

PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

IRENE COLAO

NORTH ARLINGTON PUBLIC LIBRARY

By: 
Irene colao (Sep 11, 2025 17:47:00 EDT)
Irene Colao

By: 

Name: Leo Bellino

Title: Director

Date: 9/15/2025

Date: 9/11/2025