



YORKTOWN CENTRAL SCHOOL DISTRICT

2725 Crompond Road  
[www.yorktown.org](http://www.yorktown.org)

Yorktown Heights, New York 10598-3129  
Telephone: (914) 243-8000 Fax: (914) 245-5566

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**MICHAEL J. MAGNANI**

February 7, 2011


Blair S. Bailey  
Tax Title Attorney  
City of New Bedford  
133 William Street  
Room 203  
New Bedford, MA 02740-6163

Dear Mr. Bailey,

Enclosed please a copy of the settlement agreement between the Yorktown Central School District and Monsanto Company.

If I can be of further assistance please do not hesitate in contacting me at 914-243-800 ext. 18529.

Sincerely,

  
Rebecca Narvaez  
District Clerk

Enc (1)

**RECEIVED**

**FEB 18 2011**

**LAW DEPARTMENT  
CITY OF NEW BEDFORD**

## GENERAL RELEASE AND SETTLEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That, the Yorktown Central School District, its past, present and future employees, agents, and servants (hereinafter, "Releasor"), for and in consideration of the sum of [REDACTED] Thousand Dollars US (\$ [REDACTED]), to be paid within sixty (60) days after execution of this General Release and Settlement Agreement (hereinafter "Agreement"), do hereby remise, release and forever discharge Monsanto Company, Pharmacia Corporation, and Pecora Corporation, together with all of said companies' past, present and future employees, agents, servants, officers, directors, shareholders, related corporations (including all past, present and future parents, subsidiaries and affiliates, whether direct or indirect), predecessors, insurers and reinsurers, including their respective assigns, successors, heirs, executors, and administrators, whether or not named herein (hereinafter "Releasees"), of and from all, and all manner of, liability, actions and causes of action, liens, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including any claim for contribution or indemnity, especially from any and all claims, including but not limited to those for negligence, recklessness, strict products liability, alleged violations of New York General Business law, and indemnity arising by reason of matters related to the allegations in Releasor's Complaint and First Amended Complaint in a civil action commenced in the United States

District Court for the Southern District of New York at Civil Action No. 07-CIV-8648 (hereinafter, the "Action"), against the Releasees, its past, present and future employees, agents, servants, officers, directors, shareholders, related corporations (including all parents, subsidiaries and affiliates, whether direct or indirect), predecessors and insurers, and their assigns, successors, heirs, executors and administrators, which the Releasor ever had with respect to the French Hill Elementary School located in Yorktown Heights, New York, now has, or which the Releasor's heirs, executors, administrators, successors or assigns, or any of them, hereafter can, shall or may have, for, or by reason of any cause, matter or thing whatsoever, from the beginning of the world onward.

This Agreement concerns allegations in the Complaint and First Amended Complaint regarding the French Hill Elementary School located in Yorktown Heights, New York and shall not be construed as prohibiting Releasor from taking any necessary action of filing any claims against Releasees in the future with respect to other property it may own. Releasees do not waive any defenses they may have under applicable law (including, but not limited to, defenses relating to the passage of time, statute of limitations, and laches) to claims or suits by Releasor, any individual, or any entity, including, but not limited to, any claims or suits arising out of the alleged presence of PCBs or PCB-containing products.

In further consideration of the above-stated payment by Releasees and the general release given by Releasor, Releasor and their counsel (including all individuals within their employ and all consultants, experts and other persons retained by Releasors and/or their counsel for purposes of developing and/or documenting claims and/or demands against Releasee), have agreed that this Agreement, including its existence and terms, shall be and remain strictly confidential. To

that end, they have agreed:

a) That the existence and terms of this Agreement, including but not limited to the amounts paid thereunder and otherwise in settlement of the Releasor's claims, are confidential information and are not to be revealed or publicized in any manner, for any purposes whatsoever by Releasor and/or its counsel.

b) By way of example, but without limitation, this Agreement forbids any disclosure of the settlement terms and/or the amount of the settlement to the news media, other claimants, attorneys representing other claimants, investigators and witnesses retained on behalf of other claimants, any publication including websites, web pages and blogs, any advocacy groups, including by way of example but without limitation PCB In Schools or similar groups and organizations, any legal or quasi-legal organization, including by example but without limitation the American Association for Justice, or any of its state or local organizations, any legal publications or newsletters, or any other association, individual, corporation, organization, or entity not a party to this Agreement.

c) Releasor and its counsel will not consent to be interviewed by the media, nor will they comment in any manner, regardless of the form of communication, regarding the claims which gave rise to the Action, and/or the existence and terms of this Agreement.

d) Releasor and its counsel, including all individuals within their employ and

all consultants, experts and other persons retained by Releasors and/or their counsel for purposes of developing and/or documenting claims and/or demands and/or damages against Releasee, will not provide any video, film, DVD, photograph or any other image prepared, generated or obtained in connection with the Action, to any member of the news media (including any newspaper, journal, periodical, website, web page, blog, advocacy group, etc.).

e) If asked about the settlement, Releasor and its counsel will respond that the Action has been resolved and the amount is confidential. The amount of the payments received in consideration and described above, cannot be referred to implicitly or indirectly, for example but without limitation, by describing the settlement as "substantial" or by using other words, numbers, ranges or comparisons, which give or may give an indication of any amount of this settlement.

f) Releasor further agrees that no information pertaining to this Agreement or Action, including but not limited to the existence and terms of the Agreement, will be placed on any website, made a matter of presentation, made the subject of any article or written material, and/or used in any advertisement or promotion, whether or not specifically referring to the Action or any of Releasor and Releasees by name.

g) Notwithstanding the foregoing, Releasor is authorized to disclose, only if necessary, the Agreement in conjunction with the performance of its legal duties as a public entity, and shall take all actions necessary to limit the dissemination of such information to those

required to receive it by law. If such disclosure is necessary, the Releasor making the disclosure must instruct the person(s) to whom the disclosure is made that the information is confidential, disclosed for a limited and necessary purpose, and is not to be further disclosed to anyone. Notwithstanding the foregoing, this Agreement should not be construed to prevent or prohibit disclosure required pursuant to the New York Freedom of Information Law (Public Officers Law, sections 84-90).

h) Releasor and its counsel further agree not to bring to the attention of any third party, directly or indirectly, the fact that court filings regarding the Action and Agreement exist.

j) To the extent allowed by law, Releasor and its counsel hereby expressly and knowingly waive any rights they may have had to disclose the terms and conditions of this Agreement, to the extent those rights exist under any laws of the United States or any law of any state, including statutory and/or constitutional law.

k) The confidentiality provisions of this Agreement are a substantial inducement to Releasees to participate in settlement.

l) Any breach of the confidentiality portions of this Agreement does constitute a breach of the entire Agreement, and Releasor and its counsel intend that these confidentiality provisions shall not be and are not severable from the other terms of this

Agreement.

m) In the event of disclosure of any confidential information, whether intentional or inadvertent, and except as permitted under this Agreement, Releasor and/or its counsel shall notify Releasees within 24 hours of said disclosure and fully cooperate in the mitigation of said disclosure.

In consideration of this Agreement, Releasor will authorize that a stipulation of dismissal, with prejudice, be signed for the purpose of effecting a dismissal, discontinuance, and/or termination of the Action.

It is further understood and agreed that this Agreement is the compromise of a disputed claim and that neither the payment of the consideration herein nor any other term, obligation or condition of this Agreement is to be construed as an admission of liability on the part of any of the persons and/or firms herein released, which liability is expressly denied.

It is declared and represented that the undersigned have read this document and consulted with their attorney concerning the settlement and accept it, believing its terms to be fair and reasonable under all circumstances. It is further understood and agreed that this Agreement is to be interpreted and construed by and under the laws of the State of New York.

This Agreement contains the entire agreement between the parties herein referenced and the terms of this Agreement are contractual and not mere recitals. This Agreement may not be

changed orally. This Agreement may be executed in counterparts.



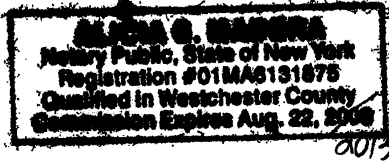
WHEREFORE, the undersigned have set their hand and seal on the date(s) set forth below, intending to be fully and legally bound.

Raymond Napalkund (SEAL)

On Behalf of the Yorktown Central School District

SWORN TO AND SUBSCRIBED before me this 20<sup>th</sup> day of November, 2009

Alissa G. Madona  
Notary Public



Kevin J. Madonna (SEAL)  
Kevin J. Madonna, Esquire  
Kennedy & Madonna, LLP  
Counsel for plaintiff, Yorktown Central School District

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of November, 2009

Victoria E. Madonna  
Notary Public

VICTORIA E. MADONNA  
Notary Public, State of New York  
No. 02MA6003117  
Qualified in Columbia County  
Commission Expires Feb 23, 2010

\_\_\_\_\_ (SEAL)

On Behalf of the Monsanto Company

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Notary Public

*[Faint, illegible text]*

Robert P. Fawn CFO (SEAL)

On Behalf of Pecora Corporation

SWORN TO AND SUBSCRIBED before me this 3<sup>rd</sup> day of Dec., 2009

Connie E. Class



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This Agreement contains the entire agreement between the parties herein referenced and the terms of this Agreement are contractual and not mere recitals. This Agreement may not be

changed orally. This Agreement may be executed in counterparts.

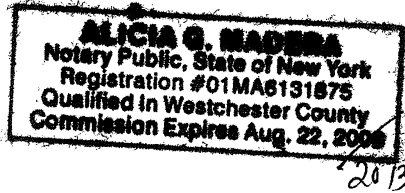
WHEREFORE, the undersigned have set their hand and seal on the date(s) set forth below, intending to be fully and legally bound.

Raymond Napolitano (SEAL)

On Behalf of the Yorktown Central School District

SWORN TO AND SUBSCRIBED before me this 20<sup>th</sup> day of NOVEMBER, 2009

Alicia G. Madera  
Notary Public



Kevin J. Madonna (SEAL)  
Kevin J. Madonna, Esquire  
Kennedy & Madonna, LLP  
Counsel for plaintiff, Yorktown Central School District

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of November, 2009

Victoria E. Madonna  
Notary Public

**VICTORIA E. MADONNA**  
Notary Public, State of New York  
No. 02MA6003111  
Qualified in Columbia County  
Commission Expires Feb. 23, 2010

Martin S. Zorn (SEAL)  
On Behalf of the Monsanto Company

SWORN TO AND SUBSCRIBED before me this 3<sup>rd</sup> day of December, 2009

Michelle L. Weber  
Notary Public

" NOTARY SEAL "  
Michelle L. Weber, Notary Public  
St. Louis County, State of Missouri  
My Commission Expires 8/13/2012  
Commission Number 08394707

\_\_\_\_\_(SEAL)  
On Behalf of Pecora Corporation

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_