



Township Council  
1 Municipal Plaza  
Bloomfield, NJ 07003

Louise M. Palagano  
Municipal Clerk

http://www.bloomfieldtwpnj.com

Meeting: 03/07/16 07:00 PM

**2016 RESOLUTION APPROVAL**

**LITIGATION SETTLEMENT**

WHEREAS, Brian Aloia has signed the attached agreement with the Township of Bloomfield.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Township Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby authorizes the Township Administrator to sign the agreement between the Township and Brian Aloia.

\*...\*...\*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on March 07, 2016.

*Louise M. Palagano*  
Municipal Clerk of the Township of Bloomfield

*M. J. G.*  
Mayor of the Township of Bloomfield

✓ Vote Record – Resolution					
	Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt					
<input type="checkbox"/> Deny					
<input type="checkbox"/> Withdrawn					
<input type="checkbox"/> Table					
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> First Reading					
<input type="checkbox"/> Table with no Vote					
<input type="checkbox"/> Approve					
<input type="checkbox"/> Veto by Mayor					
<input type="checkbox"/> Discussion					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Discussion No Vote					
Elias N. Chalet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED AS TO FORM AND PROCEDURE ON BASIS OF FACTS SET FORTH

*[Signature]*  
DIRECTOR OF LAW - TOWNSHIP ATTORNEY

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (hereinafter referred to as the "Agreement") is entered into this 8<sup>th</sup> day of March 2016 between the Township of Bloomfield (hereinafter referred to as the "Township") and Brian J. Aloia, Esq. (hereinafter referred to as "Aloia").

**WHEREAS**, Aloia was employed with the Township in the position of Township Attorney from 2007 through 2015; and

**WHEREAS**, the Township reappointed Aloia, by resolution, as Township Attorney on an annual basis beginning in 2007 through 2015; and

**WHEREAS**, on or about February 1, 2016, the Township appointed, by resolution, the Law Firm of Bevan, Mosca & Giuditta, P.C. (hereinafter referred to as the "Bevan Firm") to the position of Township Attorney; and

**WHEREAS**, on or about February 25, 2016 Aloia filed a Verified Complaint in Lieu of Prerogative Writs (hereinafter referred to as the "Verified Complaint") in the action entitled: Brian J. Aloia, Esq. v. Township of Bloomfield, et als. Docket No.: L-1406-16; and

**WHEREAS**, Aloia submitted with the Verified Complaint a Proposed Order to Show Cause seeking: a preliminary injunction against implementation of the February 1, 2016 resolution appointing the Bevan Firm as Township Attorney, and Aloia's reinstatement to the position of Township Attorney pending final disposition of the case; and

**WHEREAS**, each of the parties hereto wishes to resolve all obligations, disputes and liabilities among each of them, arising out of or which may arise out of the Verified Complaint, without any admission of liability by any party.

**NOW, THEREFORE**, in consideration for the promises and conditions set forth herein, the Township and Aloia agree as follows:

1. **TERMS.**

a. Aloia agrees to withdraw, with prejudice, his Verified Complaint in the action entitled: Brian J. Aloia, Esq. v. Township of Bloomfield, et als.

b. The Township agrees to pay to Aloia a lump sum payment of \$9,015.00, as back pay, with the same payroll and pension deductions that were previously in effect (hereinafter referred to as "Back Pay Compensation"), which Aloia agrees to accept.

c. Aloia agrees to waive any and all claims to further back pay, benefits, and any and all other monetary claims including, but not limited to, attorney's fees with respect to the Verified Complaint.

d. The Township and Aloia agree that Aloia is free to submit a proposal in response to any request for proposals issued by the Township.

2. **COMPLETE RELEASE.**

In further consideration of the settlement hereinabove, Aloia, his heirs, assigns and agents (hereinafter referred to collectively as "Releasor") voluntarily enter into this Agreement, and certify that Releasor has not been threatened or coerced into signing this Agreement, on the terms which follow:

a. Releasor hereby releases, waives and discharges the Township, its affiliated departments, and its officers, trustees, agents, employees, successors and assigns (hereinafter collectively referred to as the "Releasees") from each and every claim, demand, cause of action, obligation, damage, complaint, expense, compensation or action or writ of any kind, nature, character or description that Releasor had, now has, or may in the future have against the Releasees on account of or arising out of the Verified Complaint and/or Aloia's employment with the Township. Both the Township and Aloia are presently unaware of any other claims that they may have against each other which are not related to the verified Complaint. This Complete Release includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expense, compensation, or action or writ of any kind, nature, character or description arising out of or under Federal, State or municipal statute or ordinance and any other law (whether such be common law, decisional law or statutory law), rule, regulation, executive order or guideline, and any and all claims for attorneys' fees and costs arising from the above acts including, but not limited to:

i. Any claim, cause of action, demand or complaint arising out of or under the New Jersey Law Against Discrimination (NJLAD) which, among other things, prohibits discrimination in employment on the basis of an individual's race, creed, color, religion, sex, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, handicap, atypical hereditary cellular or blood trait or liability for service in the Armed Forces of the United States.

ii. Any claim, cause of action, demand or complaint arising out of or under Title VII of the Civil Rights Act of 1964 (Title VII) or the Civil Rights

Act of 1991, as amended, which, among other things, prohibit discrimination in employment on account of a person's race, color, religion, sex or national origin.

iii. Any claim, cause of action, demand or complaint arising out of or under the Federal Age Discrimination in Employment Act of 1967, as amended (ADEA), which, among other things, prohibits discrimination in employment on account of a person's age.

iv. Any claim, cause of action, demand or complaint arising out of or under the Federal Americans with Disabilities Act (ADA) which, among other things, prohibits discrimination in employment on account of a person's disability or handicap.

v. Any claim, cause of action, demand or complaint arising out of or under the Federal Family and Medical Leave Act (FMLA) which, among other things, entitles an employee to take reasonable leave for medical reasons for the birth or adoption of a child, and for the care of a child, spouse or parent who has a serious health condition, and any claim, cause of action, demand or complaint arising under the New Jersey Family Leave Act.

vi. Any claim, cause of action, demand or complaint arising out of or under the Federal Rehabilitation Act of 1973, as amended, which, among other things, prohibits discrimination in employment by Federal contractors against individuals with disabilities.

vii. Any claim, cause of action, demand or complaint arising out of or under the Federal Employee Retirement Income Security Act of 1974, as

amended (ERISA), which, among other things, regulates pension and welfare plans and prohibits interference with individual rights protected under that statute.

viii. Any claim, cause of action, demand or complaint arising out of or under the Federal Older Workers Benefit Protection Act (OWBPA) which, among other things, amends provisions of ADEA and prohibits discrimination in employment and employment benefits on account of a person's age.

ix. Any claim, cause of action, demand or complaint arising out of or under the Conscientious Employee Protection Act (CEPA) which, among other things, prohibits retaliatory action by an employer against an employee who objects to practices that he/she reasonably believes are incompatible with a clear mandate of law or public policy concerning the public health, safety or welfare.

The aforesaid list shall not be deemed exhaustive but by way of example and the recitation of a release of all claims as set forth in 2.a. shall not be diminished thereby.

b. Releasor has not and shall not hereafter seek money damages against the Township or the Releasees in any matter lodged within the New Jersey Division of Civil Rights, the U.S. Equal Employment Opportunity Commission (EEOC) or with any Federal, State or local court or agency which has been settled herein. Nothing herein shall be construed as limiting any individual's right to file a charge of discrimination should s/he feel that s/he was a victim of unlawful discrimination.

c. If Releasor violates this Complete Release by filing any claim, charge or complaint as prohibited above, Releasor agrees to pay all costs and expenses of defending against the suit incurred by Township and/or the Releasees, including reasonable attorney's fees.

3. **NON ADMISSION**

This Agreement is executed and all consideration is given in final settlement of disputed claims, and shall not be construed as an admission of any allegation or of liability by the Township, by whom any such obligation or liability is expressly denied.

4. **CONSULTATION WITH ATTORNEY.**

Aloia has consulted with his attorney with respect to this Agreement and reviewed with his attorney all the terms and conditions of this Agreement prior to executing this Agreement.

5. **COMPLETE AGREEMENT.**

This Agreement contains the entire agreement between Aloia and the Township, and each of them, with respect to the subject matter and supercedes all prior agreements or understandings dealing with the same subject matter. There is no agreement on the part of the Township to do anything other than as is expressly stated in this Agreement. This Agreement shall in all respects be interpreted, enforced and governed by the Laws of the State of New Jersey.

6. **MODIFICATION.**

No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by the parties.

7. **SEVERABILITY.**

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby

and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

**8. ALOIA ATTESTS.**

Aloia represents and warrants that he has carefully read each and every provision of this Agreement and that he fully understands all of the terms and conditions contained in each provision of this Agreement. Aloia represents and warrants that he enters into this Agreement voluntarily, of his own free will, without any pressure or coercion from any person or entity including, but not limited to, the Township and the Releasees.

**9. REASONABLE PERIOD OF TIME.**

Aloia agrees that he has been given a reasonable period of time of at least 21 days within which to review and consider this Agreement prior to executing this Agreement, but Aloia may waive this 21 day period by signing the space provided at the end of this Agreement.

**10. REVOCATION.**

Aloia may revoke this Agreement within seven (7) days after the date this Agreement is signed by Aloia. This revocation must take the form of written notice by Aloia that Aloia intends to revoke this Agreement. This revocation must be provided directly to Ramon E. Rivera, Esq., Labor Counsel for the Township. This seven (7) day revocation period may not be waived by Aloia.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Brian J. Aloia, and the Township of Bloomfield executed the foregoing Agreement this \_\_\_\_ day of March 2016.

  
BRIAN J. ALOIA

Sworn and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
State of New Jersey

ATTORNEY FOR ALOIA

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

TOWNSHIP OF BLOOMFIELD

BY:   
ADMINISTRATOR

Dated: 3-8-2016

WAIVER

By signing below, the undersigned hereby irrevocably elects to waive the 21 day period referred to in the 9<sup>th</sup> recital on page 7 of this Agreement.

  
BRIAN J. ALOIA