

129



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

http://www.bloomfieldwpnj.com

Meeting: 08/10/15 07:00 PM

2015 RESOLUTION APPROVAL

SETTLEMENT WITH TOWNSHIP EMPLOYEE

WHEREAS, Employee No.: 24154 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 Mayor to sign and the Clerk to attest to the agreement between the Township and Employee No.: 24154.

......*

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 August 10, 2015.

Louise M. Palagano
Municipal Clerk of the Township of Bloomfield

M. J. Venezia
Mayor of the Township of Bloomfield

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 Withdrawn	Carlos Bernard	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

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

Michael J. Venezia
DIRECTOR OF LAW - TOWNSHIP ATTORNEY

NUSBAUM, STEIN, GOLDSTEIN, BRONSTEIN & KRON

LEWIS STEIN
RONALD W. BRONSTEIN
PATRICIA E. ROCHE
ROBERT D. KOBIN
SHARON L. FREEMAN+^
STEVEN J. LOEWENTHALx◇
PATRICK J. DWYER◇
SUSAN B. REED

□Member Florida Bar
+Member Pennsylvania Bar
◇Member New York Bar

A Professional Corporation
Counselors At Law

66 Sunset Strip, Suite 205
Succasunna, NJ 07876
973-584-1400
Fax: 973-584-8747
litigation.nsgb@verizon.net

PAUL R. NUSBAUM, Retired
ALAN D. GOLDSTEIN, Retired
LARRY I. KRON (1968-2014)

CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A
€Matrimonial Law Attorney
^Workers' Compensation Law Attorney
xCivil Trial Attorney

July 16, 2015
VIA UPS DELIVERY

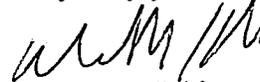
Brian J. Aloia, Esq.
Aloia Law Firm, LLC
2 Broad Street, Suite 407
Bloomfield, NJ 07003

Re: Ehrenburg Agreement

Dear Mr. Aloia:

Enclosed please find the signed Ehrenburg Agreement which was also e-mailed to you earlier today. Please provide my office with a fully executed copy. Thank you for your cooperation.

Very truly yours,



Robert D. Kobin

RDK/jeb

enc.

cc: Ted Ehrenburg

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and Release [hereinafter, the "Agreement"] is made by and between the Township of Bloomfield, Essex County, New Jersey and Ted Ehrenburg, who resides at 187 College View Drive, Hackettstown, New Jersey, 07840, both individually and in his capacity as an employee (Township Administrator, Assistant Administrator and any other position to which he may have a claim) for the Township of Bloomfield, Essex County, New Jersey.

PARTIES

"Ehrenburg" as used herein shall mean Ted Ehrenburg, who resides at 187 College View Drive, Hackettstown, New Jersey, 07840, individually and in his capacity as an employee (Township Administrator, Assistant Administrator and any other position to which he may have a claim) for the Township of Bloomfield, Essex County, New Jersey, his heirs, representatives, privies, executors, administrators, assigns, successors-in-interest and predecessors-in-interest.

"Bloomfield" or "Township" as used herein shall mean the Township of Bloomfield, Essex County, New Jersey, its elected officials, employees, attorneys, affiliates, former or current directors, officers, officials, administrators, representatives, associates, partners, servants, agents, trustees, supervisors, legal representatives, insurers, any and all benefit plans, and successors and assigns, and each of them and their successors, whether in their individual or official capacities, and all other persons, firms, corporations, associations, partnerships or any other entity connected therewith and all predecessors, successors and assigns of any and all of them.

Ehrenburg and Bloomfield are collectively referred to herein as the "Parties."

BACKGROUND

WHEREAS, Ehrenburg has indicated a willingness to transition his duties and responsibilities as Township Administrator; and

WHEREAS, the Mayor and Council believe that it is in the best interest of the Township to have Ehrenburg remain an employee of the Township during the transition period; and

WHEREAS, the Township has requested that Ehrenburg continue to perform administrative duties and take on the position of assistant administrator, or any other appropriate title as may be required by Civil Service, effective June 1, 2015 up to and including December 31, 2015; and

WHEREAS, Ehrenburg has indicated that he would be willing to perform the duties of Assistant Administrator, or any other appropriate title as may be required by Civil Service, during the transition and search for a permanent replacement at a flat rate of \$10,000 per month; and

WHEREAS, the Township and Ehrenburg have determined that it is in their best interest to enter into an agreement that spells out the terms and conditions of his employment during the transition period.

WHEREAS, as part of the transition agreement, the Parties desire to settle with prejudice all claims, disputes or causes of action which may exist between them, known or unknown, asserted or unasserted, based on any facts, events, acts or omissions, whether now known or unknown, occurring on or before the effective date of this Agreement, without any judicial, administrative, or arbitral resolution of them and without any admission with respect to any issues presented or capable of being presented.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, and intending to be legally bound, the Parties agree as follows:

1. **Non-Admission.** This Agreement is not, and shall not in any way be considered or construed as an admission by Ehrenburg or Bloomfield of any violation of any law, common law, or federal, state or local statute or regulation, or of any employment policy, practice, contract or agreement, or of any alleged duty owed by Bloomfield or Ehrenburg to one another, or of any unlawful or wrongful acts whatsoever by either of the Parties. The payments and acts described hereunder are made solely to ensure appropriate compensation to Ehrenburg for performance of the work described herein and to resolve completely any and all of Ehrenburg's claims against Bloomfield, and Bloomfield's claims against Ehrenburg, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 8, below.

2. **Cooperation.** The Parties agree to cooperate fully with each other in connection with any steps required to be taken as part of their obligations under this Agreement and to act in good faith toward the other in light of their ongoing employment relationship.

3. **Ehrenburg Agreement not to Sue.** Ehrenburg agrees that neither he, nor any person, organization, agency, or other entity on his behalf, will file, charge, claim or sue, or cause to be filed, charged, claimed or sued, any lawsuit, legal proceeding, grievance, administrative complaint, action or claim of any nature with any court, administrative agency, judicial or quasi-judicial forum (including any action for damages, attorney's fees, injunction, declaratory, monetary, equitable or other relief) against Bloomfield, based on any matter, fact or event occurring prior to the effective date of this Agreement, whether now known or unknown, or involving any continuing effects of any acts or practices which may have arisen or occurred

prior to the effective date of this Agreement, whether now known or unknown. The Parties understand and agree that neither party will be considered a prevailing party under any statute, common law, or otherwise as a result of this Agreement.

4. Township Agreement not to Sue. Bloomfield agrees that neither it, nor any person, organization, agency, or other entity on his behalf, will file, charge, claim or sue, or cause to be filed, charged, claimed or sued, any lawsuit, legal proceeding, grievance, administrative complaint, action or claim of any nature with any court, administrative agency, judicial or quasi-judicial forum (including any action for damages, attorney's fees, injunction, declaratory, monetary, equitable or other relief) against Ehrenburg, based on any matter, fact or event occurring prior to the effective date of this Agreement, whether now known or unknown, or involving any continuing effects of any acts or practices which may have arisen or occurred prior to the effective date of this Agreement, whether now known or unknown. The Parties understand and agree that neither party will be considered a prevailing party under any statute, common law, or otherwise as a result of this Agreement.

5. Attorneys' fees. The Parties hereby acknowledge that they will be responsible for any all attorneys' fees they may have incurred negotiating the terms and conditions of this agreement.

6. Appointment to Assistant Administrator. In exchange for the promises, agreements, and legal releases stated herein, and other good and valuable consideration, Ehrenburg shall be paid \$10,000 per month (prorated for any partial month worked) to hold the position of Assistant Administrator up to and including December 31, 2015. Execution of this Agreement shall act as Ehrenburg's irrevocable resignation from the position of Township Administrator, irrevocable waiver of the right to sue and irrevocable general release of all claims

based on events occurring before the effective date of this Agreement. As Assistant Administrator, Ehrenburg shall be paid a salary based upon \$120,000/annum to be paid bi-weekly in equal installments. As Assistant Administrator, Ehrenburg's benefits shall not change and he shall continue to receive vacation days, personal days and sick days. All of Ehrenburg's unused accumulated vacation, personal, and sick accrued while employed as the Township Administrator shall be carried over to his position as Assistant Administrator. Upon his separation from employment on or before December 31, 2015, as Assistant Administrator Ehrenburg shall be entitled to be paid for any unused accumulated time in the following manner: (1) he shall not be paid accumulated unused sick time; and (2) he will be paid for unused accumulated vacation time up to and including 50 vacation days. He will not be entitled to compensation for any other accrued time. Ehrenburg's duties and obligations shall be to provide guidance to the Acting Administrator and help transition his previous duties. He shall also attend insurance meetings, negotiations sessions, Department of Environmental Protection meetings and handle all other duties and responsibilities assigned to him from the employee performing the duties and responsibilities of Administrator. In addition, at the conclusion of his employment on or before December 31, 2015, Ehrenburg shall return to Bloomfield any and all equipment, including files, computers, and any identification issued to him by Bloomfield in connection with his employment. The appointment shall be for an irrevocable term ending on December 31, 2015; thereafter, Bloomfield may, in its sole discretion, decide to renew or not renew this agreement but unless Bloomfield affirmatively takes action Ehrenburg's employment with Bloomfield will automatically terminate on December 31, 2015, unless terminated earlier under the terms of this agreement. Ehrenburg acknowledges that his appointment as Assistant

Administrator does not create any right or expectation to future employment with the Township for more than the term set forth in this Agreement.

7. **Full and Complete Settlement.** The Parties agree that the appointment to Assistant Administrator and other consideration described in this Agreement will be received by Ehrenburg in full and complete settlement, as more fully described in Paragraph 8 below, of all known or unknown claims, asserted or unasserted, by Ehrenburg allegedly arising out of any and all conduct or actions of Bloomfield and/or allegedly arising out of Ehrenburg's employment or relationship with Bloomfield from the beginning of time up to and including the effective date of this Agreement.

8. **General Release and Waiver.** In consideration for the promises described in Paragraphs 4 and 6 and elsewhere in this Agreement, the Parties fully release and forever discharge the other of and from any and all claims, actions, causes of action, back pay, front pay, contracts, agreements, compensation, pay, promises, charges, judgments, grievances, obligations, rights, demands, debts, sums of money, salaries, wages, benefits, physical injury, pain, suffering, emotional distress, compensatory damages, or accountings of whatever nature, whether known or unknown, disclosed or undisclosed, asserted or unasserted, in law or equity, contract or tort or otherwise [herein collectively designated "Claim" or "Claims"] through the effective date of this Agreement, including, but not limited to, any and all Claims of retaliation, and any and all tort Claims or contract Claims or Claims for general damages, and any and all Claims arising under, made, regarding, or invoking: any federal, state or local laws or under the common law, violations of any federal, state or local fair employment practices or civil rights laws or ordinances, Claims for personal injury, defamation, wrongful conduct, or wrongful discharge, the Civil Rights Acts of 1866 and 1871, as amended; 42 U.S.C. §§1981 -1988; the

Civil Rights Act of 1964, as amended, including Title VII, the Americans with Disabilities Act ("ADA"); the Age Discrimination in Employment Act ("ADEA"), as amended; the Older Workers Benefit Protection Act ("OWBPA"); the Employee Retirement Income Security Act ("ERISA") (except for any claim for vested pension or savings plan benefits); the Fair Labor Standards Act ("FLSA"); the Rehabilitation Act of 1973; Executive Order 11246; the Family and Medical Leave Act ("FMLA"); the National Labor Relations Act, as amended; the Immigration Reform and Control Act, as amended; the Worker Adjustment and Retraining Notification Act ("WARN"); the Occupational Safety and Health Act, as amended; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the Rehabilitation Act; the Uniformed Services Employment and Reemployment Rights Act of 1994; the Sarbanes-Oxley Act of 2002; the Fair Credit Reporting Act; the Equal Pay Act; the False Claims Act, 31 U.S.C. §3729; the Employee Polygraph Protection Act; the New Jersey Law Against Discrimination ("LAD"); the Conscientious Employee Protection Act ("CEPA"); the New Jersey Family Leave Act ("NJFLA"); New Jersey Wage Payment Law ("NJWPL"); New Jersey Wage and Hour Law ("NJWHL"); the New Jersey Temporary Disability Benefits Law ("NJTDB"); the New Jersey Civil Rights Act ("NJCRA"); the New Jersey Computer Related Offenses Act ("CROA"), and the United States and New Jersey Constitutions; collective bargaining agreements, contracts, benefits or understandings; any Claims arising out of any relationship, including employment relationship, between Ehrenburg and the Bloomfield predating the effective date of this Agreement; any and all grievances, or demands for mediation or arbitration; or Claims or demands under Bloomfield's policies and procedures; and any and all Claims asserted, or which could have been asserted, in the NOTC referenced above, including any Claims against any current or former agents or employees of Bloomfield.

Ehrenburg hereby specifically waives, releases, and gives up all Claims and rights, as described in the preceding Paragraph, whether now known or unknown, which he has or may have, against Bloomfield based on any fact, act, event or omission, whether now known or unknown, occurring before the effective date of this Agreement. Ehrenburg understands that he is waiving, releasing and giving up all Claims and rights about which he knows and all Claims and rights about which he may not know. This release does not apply to Claims based on facts occurring after the effective date of this Agreement nor does it affect Ehrenburg's right to sue to enforce any term of this Agreement or for a breach of any term of this Agreement.

9. Resignation – Termination of Employment. If Ehrenburg resigns from the position of Assistant Administrator on or before August 31, 2015, because he has obtained other employment he shall be paid in a lump sum payment the amount he would have earned had he remained working for the Township up to and including August 31, 2015. If Ehrenburg resigns from the position of Assistant Administrator on or before August 31, 2015, for any other reason other than his obtaining employment he shall not be entitled to any payment. Furthermore, if Ehrenburg resigns from his position of Assistant Administrator on or after September 1, 2015, regardless of the reason he shall only be paid up to the date of his separation from employment. The Township's appointment of Ehrenburg to the position of Assistant Administrator up to and including December 31, 2015, is irrevocable and the Township cannot remove Ehrenburg from his employment for any reason other than a major disciplinary action warranting removal under the Civil Service guidelines taking into account progressive discipline before December 31, 2015.

10. Applicable Law and Severability. This Agreement shall be governed by and construed in accordance with the laws of New Jersey, except where federal law controls.

Should any provision of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

11. **Ehrenburg's Certification.** Ehrenburg agrees, certifies, acknowledges, and represents: (a) that he has been and is hereby advised in writing to consult with an attorney of his choice and at his expense, prior to signing this Agreement; (b) that he has had adequate time and opportunity to review and discuss, and has reviewed and discussed, all of the terms and sections of this Agreement thoroughly with his attorney; (c) that his attorney has explained this entire Agreement to him; (d) that he does not waive any rights or claims that may arise after the date this Agreement becomes effective; (e) that he shall have and was given at least twenty-one (21) days to consider the terms and conditions of this Agreement before signing it; (f) that his waiver of Claims and this Agreement shall not become effective until the effective date of this Agreement; and (g) that, in accordance with the Older Workers Benefit Protection Act, he understands that he will have an additional seven (7) day period following the date of the signing of this Agreement by all Parties to revoke or cancel this Agreement. To be effective, any such revocation must be in writing and delivered to Bloomfield's attorney, Brian Aloia, Esq., by hand or by mail within the seven-day period. If sent by mail, the revocation must be (1) postmarked within the seven (7) day period; (2) properly addressed; and (3) sent by certified mail, return receipt requested. Ehrenburg understands that, if he revokes this Agreement, Bloomfield will not be required to perform any of the actions outlined in this Agreement, and he will not be entitled to the appointment to the position of Assistant Administrator.

If Ehrenburg decides to sign this Agreement before the expiration of the 21-day period, Ehrenburg specifically acknowledges that he has had sufficient time and opportunity

to review and understand the terms of this Agreement and specifically waives and gives up any rights for additional time or opportunity to review it.

12. Contingency. The Parties acknowledge that the effectiveness of this Agreement is contingent on and subject to its approval and passage of the necessary ordinances, resolutions establishing the Assistant Administrator position and the salary for same, and the acceptance of this Agreement by the governing body of the Township of Bloomfield and that, if those conditions are not satisfied, then this Agreement shall be null and void, as if this Agreement had never existed.

13. Breach of Agreement/Attorneys' Fees. In the event that either party brings an action to enforce the terms of this Agreement or as a result of a breach of the Agreement by the opposite party, in addition to any remedies available at law or in equity, the non-breaching party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with that enforcement or breach action in the event that any such breach is found by a court of competent jurisdiction.

14. Full Knowledge. Ehrenburg further warrants, represents, and agrees that, in signing this Agreement, he does so with full knowledge of any and all rights which he may have with respect to Bloomfield.

15. Headings. The headings of the Paragraphs in this Agreement are for convenience only and shall not control or affect the meaning or construction of, or limit the scope or intent of, any of the provisions of this Agreement:

16. Effective Date. The effective date of this Agreement shall be the next day following the end of the seven (7) day revocation period, unless this Agreement is revoked properly within such revocation period.

EHRENBURG FURTHER CERTIFIES, ACKNOWLEDGES, AND REPRESENTS THAT HE IS ABLE TO READ AND UNDERSTAND ENGLISH, THAT HE UNDERSTANDS ALL OF THE PROVISIONS HEREIN, WITH THE ADVICE AND ASSISTANCE OF HIS ATTORNEY, AND THAT HE MAKES THIS AGREEMENT KNOWINGLY AND VOLUNTARILY. HE ACKNOWLEDGES THAT HE HAS NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND WHICH HAS INTERFERED WITH HIS ABILITY TO READ AND UNDERSTAND THE MEANING OF THIS AGREEMENT OR ITS TERMS. EHRENBURG FURTHER REPRESENTS THAT, IN SIGNING THIS AGREEMENT, HE DOES NOT RELY ON ANY PROMISES OR REPRESENTATIONS MADE BY ANYONE OTHER THAN THOSE STATED SPECIFICALLY HEREIN.

Witness: Jane E. Beckhewer

TED EHRENBURG

Ted M. Ehrenburg

Dated: 7/16/15

Witness: Traci M. Balaguer

TOWNSHIP OF BLOOMFIELD

MEV 29

By:

Dated: