



Township Council

1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

http://www.bloomfieldtwpnj.com

Meeting: 04/15/13 07:00 PM

2013 RESOLUTION AGREEMENTS

RESIGNATION OF TOWNSHIP EMPLOYEE

WHEREAS, employee no. 48169 has offered his resignation in accordance with the attached settlement and letter of resignation effective August 31, 2013; and

WHEREAS, the Mayor and Council believe it is in the best interest of the Township to except employee no. 48169's resignation.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Township Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby accepts employee no. 48169 resignation, effective August 31, 2013 in accordance with the terms and contained in the attached settlement.

......*

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 April 15, 2013.

Louise M. Palagano
Municipal Clerk of the Township of Bloomfield

Raymond J. McCarthy
Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 2684						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approved	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approved by Consensus	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed						
<input type="checkbox"/> Tabled with No Vote						
<input type="checkbox"/> Discussed						
<input type="checkbox"/> Veto by Mayor						

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

Bill Scarpa
Director of Law - Township Attorney

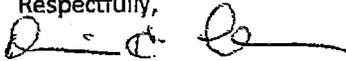
March 14th 2013

To: Chief Christopher Goul, Police Chief
Ted Ehrenburg, Town Administrator

From: Davin H. Lehman

I hereby resign from the position of Police Officer with the Township of Bloomfield as of August 31st 2013, in compliance with the AGREEMENT RELEASE AND RESIGNATION, between the Township of Bloomfield and I. This letter is final and irrevocable, terminating all employment with the Department as of the August 31st 2013. I agree not to challenge these terms before any tribunal including the Civil Service Commission or any court of law or equity. I understand that this resignation is final and irrevocable once acted upon by the Township of Bloomfield at a duly called public meeting.

Respectfully,



Davin H. Lehman

AGREEMENT RELEASE AND RESIGNATION

This Agreement and Release ("Agreement") is made this _____ day of _____, 2013, by and between ^{DAVID} ~~David~~ H. Lehman ("Lehman"), and the Bloomfield Police Department (the "Department") and the Township of Bloomfield ("Township").
_{DHL}

WHEREAS, Lehman is a Police Officer of the Department; and

WHEREAS, the Police Chief filed disciplinary charges against Lehman on or about December 20, 2012 (hereinafter "Charges"); and

WHEREAS, on or about December 20, ²⁰¹² ~~2013~~, _{DHL} Lehman was suspended without pay pending a hearing seeking his termination; and ADD

WHEREAS, the parties have agreed that Lehman will resign his position with the Department; and

WHEREAS, the Department will accept Lehman's resignation effective August 31, 2013; and

WHEREAS, the Department and Lehman desire to resolve, in good faith, all matters and issues arising out of Lehman's employment with the Department; and

WHEREAS, after careful consideration of all issues surrounding this matter, the Department believes this Agreement is in the best interests of the Township and the Department and in the public interest.

NOW, THEREFORE, in consideration of the foregoing and in consideration of their respective rights and obligations set forth herein and for other good and sufficient consideration, receipt of which is hereby acknowledged, Lehman and the Department agree as follows:

1. Resignation of Employment. Lehman hereby resigns his position effective August 31, 2013. Simultaneous with the signing of this Agreement, Lehman shall submit a final and irrevocable letter of resignation, effective August 31, 2013, terminating all employment with the Department. Lehman agrees that he will not challenge the terms of this

Agreement before any tribunal including the Civil Service Commission or any court of law or equity.

2. Final Irrevocable Resignation. Lehman recognizes that his resignation is final and irrevocable once acted upon by the Township at a duly called public meeting.

3. Consideration. As consideration for Lehman's resignation, and the promises and covenants set forth herein, the Department agrees:

i. The Charges will not be considered or acted upon by the Department and shall be withdrawn; and *IMMEDIATELY UPON RECEIPT OF IRREVOCABLE RESIGNATION TO BE HELD IN ESCROW UNTIL*

ii. The Department will accept Lehman's resignation effective August 31, 2013; and *AUGUST 31, 2013;*

iii. The Department will not contest any application Lehman may make with the Division of Pensions; and *WILL ASSIST IN FORWARDING ALL AVAILABLE INFORMATION TO FACILITATE SAME*

iv. The Department agrees to pay Lehman for his 33 earned accumulated days off which include all of Lehman's accumulated unused and earned vacation days, personal days, holiday time coming days, and any other accumulated earned time off ("Earned Days Off") excluding sick time; and

v. Earned Days Off shall be reflected as used in Lehman's attendance records for the first 33 consecutive work days that Lehman was scheduled to work beginning December 20, 2012 (the first day of his unpaid suspension); and

vi. Lehman's attendance records shall reflect and he shall be placed on an unpaid leave of absence once all Earned Days Off are used, until August 31, 2013, or until he receives a disability or other pension whichever is sooner; and

vii. Lehman shall be kept upon the Township's health insurance until August 31, 2013 or until he receives a disability or other pension whichever is sooner; and

viii. Lehman may be paid for his accumulated 32 sick days only if he is entitled to be paid for those days under the terms and conditions of the applicable collective bargaining agreement upon the final day of his employment (anticipated to be August 31, 2013 or sooner); and

ix. Lehman and the Department each expressly acknowledge and represent that he/it will neither seek nor be entitled to any further consideration from the other except as set forth in this Agreement arising out of Lehman's employment with the Department, including but not limited to any additional or further compensation which Lehman would otherwise be entitled to under the Collective Bargaining Agreement between the Department and the Union.

4. Release and Hold Harmless. (a) In return for the obligations set forth herein, Lehman hereby releases and discharges the Department and the Township and any of their former and current members, officers, employees, agents, contractors, representatives, predecessors, successors and assigns, as well as their heirs, executors and administrators, and attorneys from liability on or for all claims, demands, causes of action, damages, costs, expenses, accounts, contracts, agreements, promises, compensation and all other liabilities of any kind or nature whatsoever, direct or indirect, known or unknown, which he may have had, now has or may hereafter have for any reason whatsoever on account or arising out of or in consequence of his employment relationship, including, but not limited to:

i. Any claims or actions under Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act, the Worker Adjustment and Retraining

Notification Act, the Public Employee Relations Act, the Employee Retirement Income Security Act, the Older Worker's Benefit Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the New Jersey Public Employment Relations Act, the Fair Labor Standards Act, Section 1981-1988 of Title 42 of the United States Code, the Equal Pay Act of 1963, the Vocational Rehabilitation Act of 1973, the Occupational Safety and Health Act of 1977; and any and all implementive regulations;

- ii. Any other claims or actions under the New Jersey Equal Pay Act, the New Jersey Law Against Discrimination, the New Jersey Wage-Hour and Wage-Payment Laws, the New Jersey Worker Health and Safety Act, the New Jersey Family Leave Act, and the New Jersey Conscientious Employee Protection Act; or any other laws and regulations of the State of New Jersey.
- iii. Any claims arising out of the terms and conditions of Lehman's employment with the Department, the termination of such employment, and/or any of the events relating directly or indirectly to or surrounding that termination;
- iv. Any and all claims for damages of any kind;
- v. Any and all claims for attorney's fees, costs, disbursements or the like which Lehman has hereafter can, shall or may have against the Department for, upon or by reason of any act, omission, transaction or occurrence up to and including the effective date of this Agreement.

5. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements relating thereto. There are no other understandings or agreements between or among the parties with respect to the subject matter hereof, except as specifically set forth

herein. No condition or provision of this Agreement may be modified, waived or revised in any way except in writing executed by all parties and referring specifically to this Agreement.

6. No Admission. Nothing contained in this Agreement shall be construed to constitute an admission or acknowledgment by any party hereto of any wrongful or improper conduct, nor of any liability to any other party.
7. Binding Effect. This Agreement and all rights and duties set forth herein shall be binding upon and inure to the benefit of the parties hereto, as well as their respective successors and assigns.
8. Governing Law and Choice of Forum. This Agreement and its interpretation and performance shall be governed by the laws of the State of New Jersey, without giving effect to its conflicts of law rules.
9. Right of Review. Lehman represents that he has had an opportunity to consult with his attorney, Anthony Pope, an attorney of his choosing, before signing this Agreement. Lehman acknowledges that he understands that he has seven (7) days to revoke this Agreement after execution and that the Agreement will not become binding on the Department until acted upon by it at a duly called public meeting.
10. Headings. The headings set forth in this Agreement are intended solely for the parties' convenience and ease of reference and are not intended to modify, limit, describe or affect in any way the scope, content or intent of this Agreement.

11. Signature in Counterpart. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

12. Authorization. This Agreement shall not be binding until acted upon by the Township at a duly called public meeting.

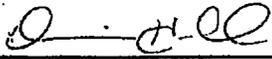
13. Acknowledgement. The parties to this Agreement acknowledge and agree that they have entered into this Agreement and have executed it without duress or coercion, and have done so with the opportunity to consult legal counsel. Each party further acknowledges and agrees that no other party has made any binding representations, warranties, promises or agreements not specifically set forth herein and no party relies in any way upon any representation, warranty, statement of fact or opinion, understanding, disclosure or non-disclosure not specifically set forth herein in entering into this Agreement and executing it, and no party has induced in any way, except for the consideration, representations, warranties, statements and covenants specifically recited herein, to enter into this Agreement.

14. Construction and Enforcement. The terms of this Agreement are the product of negotiations between the parties, each having retained legal counsel, and shall be construed without regard to any presumption or other rule requiring construction against drafter of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

DAVID
DAVID H. LEHMAN
DHL

Dated: 2/19/13



David H. Lehman
DAVID
DHL

Dated: 2/19/13



Anthony J. Pope, Esq.
Attorney for David H. Lehman

TOWNSHIP OF BLOOMFIELD

Dated: 3-4-13

By: 
Christopher Goul, Police Chief

Dated: 2/26/13

By: 
Ted Ehrenburg, Administrator