



2012 RESOLUTION RESIGNATION

RESIGNATION

WHEREAS, the Township Administrator has offered his resignation; and

WHEREAS, majority of the Council had determined to accept his resignation.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council hereby accept the resignation of the Township Administrator and agrees to compensate him in accordance with N.J.S.A. 40A:9-138; and

BE IT FURTHER RESOLVED, that the Council agrees to provide an additional three months compensation if the Township Administrator executes a waiver waiving any and all claims he may have against the Township arising from or related to his employment.

......*

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 July 02, 2012.

Signature of Louise M. Palagano
Acting Municipal Clerk of the Township of Bloomfield

Signature of Raymond McCarthy
Mayor of the Township of Bloomfield

Table with 5 columns: Action, Name, Yes/Aye, No/Nay, Abstain, Absent. Rows include Elias Chalet, Nicholas Joanow, Carlos Bernard, Michael Venezia, Peggy O'Boyle Dunigan, Bernard Hamilton, and Raymond McCarthy.

Signature of Brian J. Acosta

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereafter “Agreement”) is made between by and between Yoshi Manale (“Manale”) and the Township of Bloomfield (“Township”). This Agreement is made pursuant to the following terms and conditions.

RECITALS

WHEREAS, Manale was an employee of the Township and worked as the Township’s Administrator; and

WHEREAS, a majority of the Council requested Manale’s resignation or indicated they would take the appropriate steps to remove him from his position; and

WHEREAS, Manale opines that the request for his resignation was inappropriate; and

WHEREAS, the Council majority believes it had just cause to request Manale’s resignation; and

WHEREAS, the parties have reached an agreement to fully and finally settle all of the outstanding issues.

NOW AND THEREFORE, in consideration of Manale’s decision to resign from his employment with the Township of Bloomfield, waive his right to a hearing, execute this waiver and for other good and valuable consideration and for the promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. The **“Township”**, as used herein, shall at all times mean the Township of Bloomfield Authority, its affiliates, predecessors, successors and assigns of any and all of them, their

present and former directors, officials, officers, representatives, associates, partners, servants, employees, agents and attorneys.

2. **“Manale”**, as used herein, shall mean Yoshi Manale, his heirs, representatives, privies, executors, administrators, assigns, successors-in-interest and predecessors-in-interest.
3. The Township hereby agrees to pay Manale the equivalent of three months’ pay for executing this waiver. This provision does not affect any rights Manale has to payment for any other accumulated time or to the pay the Township agreed to provide him in accordance with N.J.S.A. 40A:9-138 (that payment is being made notwithstanding the Township’s position that it is not required to follow the provisions of N.J.S.A. 40A:9-138). Furthermore, this Agreement does not provide Manale with the right to payment for any accumulated time other than that contained within the terms and conditions of his employment.
4. The Township acknowledges that Manale’s record will reflect a resignation in good standing effective July 5, 2012.
5. Manale acknowledges that he is voluntarily entering into this Agreement and certifies that he has not been threatened or coerced into signing this Agreement.
6. Manale certifies that he has been given sufficient time to consult with an attorney before signing this Agreement.
7. Manale certifies that he has had all of his questions concerning this Agreement answered to his satisfaction by his attorney before its execution.
8. Manale agrees not to institute any appeal or challenge of this matter in any court of law, administrative agency, arbitration, or before any governmental body.

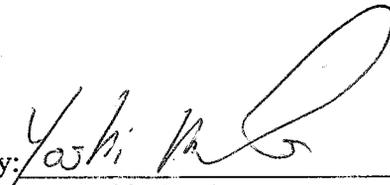
9. If any section, subsection, clause or phrase of this Agreement is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portion of the Agreement.
10. This Agreement will not serve as a precedent in any other proceeding involving any other employee.
11. Manale for himself, his heirs, executors, administrators and assigns, does irrevocably and unconditionally release and forever discharge the Township, from the beginning of time to the date this Agreement is executed by Manale of and from any and all debts, obligations, grievances, claims, charges, demands, suits, judgments, or causes of action of any kind whatsoever, whether known or unknown, seen or unforeseen, which are raised or could have been raised against the Township in any federal, state, county, local or municipal court or administrative agency or in any other forum, or in any other cause of action of any kind whatsoever in tort, contract, by statute or on any other basis for compensatory, punitive or other damages, expenses, reimbursements, disbursements, attorneys' fees, past and/or continuing medical/psychological treatment, damages and interest or costs of any kind including, but not limited to, all rights and claims, whether in law or in equity, in any federal, state, county, local or municipal court or administrative agency, which Manale or anyone acting through him, his estate or on behalf of Manale or his estate or otherwise, have had, have asserted or could have asserted including, but not limited to, claims under the Constitutions of the United States and the State of New Jersey, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family Medical Leave Act, the New Jersey Family Leave Act, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Civil Rights Act of 1866, and all federal, state and

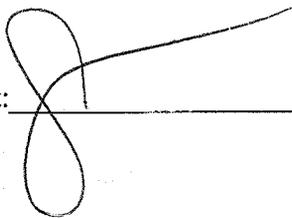
local claims, whether constitutional, statutory or common law including, but not limited to, claims of personal injury, emotional distress, humiliation, embarrassment, discrimination, unlawful discharge of employment, disparate treatment, unlawful employment practice, hostile work environment, retaliation, harassment, violation of any collective bargaining agreement, breach of and/or interference with contract, employee manual and/or Township policies, non-renewal of contract, breach of implied covenant of good faith and fair dealing, violation of any collective bargaining agreement, employment agreement, loss of prospective economic benefit, which are raised or could have been raised against the Township in any federal, state, county, local or municipal court or administrative agency or in any other forum. Nothing contained herein shall constitute a release by Manale of any vested pension rights, vested §403(b) rights or workers compensation claims which Manale may have.

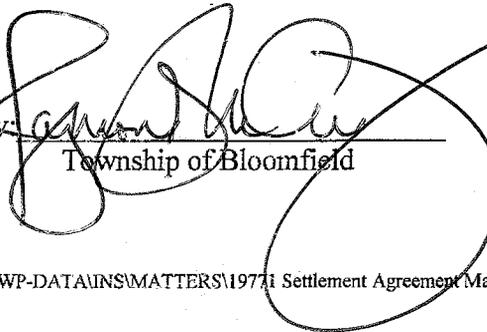
12. Manale covenants and promises that he will not hereafter file or cause to be filed on his behalf any charge, complaint, legal or administrative action of any nature before any court or administrative agency to assert any claim against the Township arising out of Manale's employment or retirement/resignation of employment with the Township, except as may be necessary to enforce this Agreement.
13. This Agreement shall be binding upon and inure to the benefits of the parties and any of their respective heirs, legal or personal representatives, employees, officers, directors, successors and assigns.
14. This Agreement shall be constructed in accordance with the laws of the State of New Jersey, without regard to its conflict or choice of law rules.

15. Manale represents that he is fully authorized to execute this Agreement and that all formalities attendant to the execution of this Agreement have been satisfied.

16. Manale acknowledges that he has carefully read and fully understands all of the terms of this Agreement, including the general release contained herein, that he had a reasonable amount of time to consider the terms of the Agreement, and that he enters into this Agreement voluntarily and with the advice of his attorney.

By: 
Yoshi Manale

Attest: 

By: 
Township of Bloomfield

Attest: 