



Township Council

1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 09/24/12 07:00 PM

2012 RESOLUTION AGREEMENTS

SETTLEMENT - EMPLOYEE NO. 93461

WHEREAS, the Township of Bloomfield Police Department served Employee No. 93461 with a Final Notice of Discipline terminating his employment; and

WHEREAS, the Employee filed an appeal of his termination with the Office of Administrative Law, under OAL Docket No. 06237-2011N; and

WHEREAS, the Employee has agreed that in lieu of continuing to process his appeal, resigning from his position with the Township of Bloomfield's Police Department; and

WHEREAS, the Township has agreed to withdraw the disciplinary charges, the final notice of discipline, and accept the Employee's resignation.

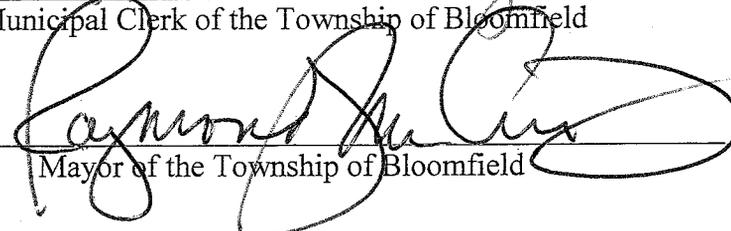
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council, County of Essex, State of New Jersey that the Administrator/Director of Personnel, working with the Township Attorney, may take the appropriate steps to withdraw the disciplinary charges, the final notice of discipline, and accept the resignation of Employee NO. 93461 as outlined in this Resolution.

......*...*

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 September 24, 2012.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

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



Director of Law - Township Attorney

✓ Vote Record - Resolution 2126					
		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" 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 Withdrawn	Michael Venezia	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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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					

THE LAW OFFICE OF
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Bloomfield, New Jersey 07003
(973) 337-6626/(973) 337-6535(fax)

Brian J. Aloia, Esq.
NJ, NY BARS
brian@aloialawfirm.com

October 10, 2012

VIA FACSIMILE & REGULAR MAIL

Office of Administrative Law
Attention: Judge Imre Karaszegi, Jr.
33 Washington Street, 7th Floor
Newark, New Jersey 07102

RE: Varano v. Township of Bloomfield
Docket No.: CSR06237-2011

Dear Judge Karaszegi:

As you know, this office represents the Township of Bloomfield in the above referenced matter. Enclosed please find a Settlement Agreement as it relates to this matter.

Thank you for your attention to this matter. If you should have any questions or comments, please feel free to contact me. It has been a pleasure working with you.

Very truly yours,

BRIAN J. ALOIA LLC

By: 
Brian J. Aloia, Esq.
For the Firm

BJA/js
Encl.

cc: Annette Verdesco, Esq., The Anthony Pope Law Firm, P.C. (via facsimile & regular mail, w/encl.)
Linda Milone, Township of Bloomfield (via email only, w/encl.)
Louise Palagano, Township of Bloomfield (via email only, w/encl.)

THE ANTHONY POPE LAW FIRM, P.C.
60 Park Place, Suite 703
Newark, New Jersey 07102
(973) 344-4406
Attorneys for Daniel Varano

IN THE MATTER OF
DANIEL VARANO

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE
LAW

v.

TOWNSHIP OF BLOOMFIELD,
and BLOOMFIELD POLICE DEPARTMENT

CIVIL ACTION
DOCKET NUMBER: CSR06237-2011

SETTLEMENT AGREEMENT

It is hereby agreed to by and between the parties hereto that this matter is hereby settled upon the following terms and conditions:

1. In reference to Docket Number: CSR 06237-2011N, the Township of Bloomfield has agreed to withdraw/dismiss all pending disciplinary charges, which are the subject of the above appeal, more specifically described as follows: The Preliminary Notice of Disciplinary Action dated February 4, 2011, wherein Varano was charged with the following offenses: Inability to Perform Duties in violation of NJAC 4a:2-2.3(a)(3); Conduct Unbecoming a Public Employee, in violation of NJAC 4a:2-2.3(a) and other Sufficient Cause, which includes alleged violations of Bloomfield Police Rules and Regulations-- Incompetency, in violation of 8:1.6 B; Insubordination--Lying to a Supervisor, in violation of 8:1.6D; Repeated Violations of Departmental Rules and Regulations, in violation of 8:1.21 and Refusal to Obey proper orders from a Superior, in violation of 8:1.28. The specification was as follows:

Varano allegedly violated a "Last Chance Settlement Agreement" by failing to attend an inpatient rehabilitation plan for substance abuse. Also, Varano allegedly failed a fitness for duty psychological examination on December 15, 2010.

2. In exchange of said withdrawal/dismissal of said charges by the Township of Bloomfield, Varano agrees to Resign in Good Standing from his employment with the Township of Bloomfield. Also, by way of this Settlement Agreement, Varano hereby withdraws his appeal to the Office of the Administrative Law of the Final Notice of Major Disciplinary Action ("FNDA") (dated March 31, 2011) or any charges and/or specifications contained therein. The Township will prepare a FNDA, which will include the terms of the Settlement.

3. Varano's Resignation in Good Standing will be effective for the date of March 31, 2011, which is the date that Varano was terminated from the Township of Bloomfield. The Township will prepare a Final Notice of Disciplinary Action, which reflects the Resignation in Good Standing as of said date. Both parties acknowledge that Varano has an application for disability retirement pending with the State of New Jersey. Varano hereby acknowledges that irrespective of the outcome of the disability application with the State of New Jersey, his decision to Resign in Good Standing is not conditioned upon same, and is valid, enforceable and a voluntary decision on his part.

4. Varano acknowledges that he is waiving any claim for back pay, vacation, sick and personnel time, along with any

seniority rights from the date of suspension on the above charges until the operative date of the Resignation in Good Standing.

5. This Stipulation of Settlement is not, and shall not in any way be constructed, as an admission by the Township of any violation of any federal or state constitutional prohibition or any federal or state or local law or ordinance or regulation, or any express or implied contract of employment, or in violation of any other legal duty owed to Varano, but instead constitutes the good faith settlement of a disputed claim and the Township specifically disclaims any liability to Varano or any other person. The parties have entered into this Stipulation of Settlement for the sole purpose of resolving Varano's claims concerning his employment with the Township, both asserted and unasserted, in order to avoid the burden, expense, delay and uncertainties of litigation. No findings of any kind have been made or issued by any court and Varano does not purport to be the prevailing party in any threatened or pending litigation.

6. Both parties agree and shall operate that this Stipulation of Settlement is a complete and final disposition of this matter. In consideration for resolving the disciplinary offenses, Varano agrees to release and forever discharge the Township, its agents, officials, employees, attorneys, administrators, representatives, elected officials, departments, boards, officers and all persons acting, by through, under or in concert with, both in their official and

individual capacities, from any and all claims he has now, up to the date of the execution of this Agreement, to any relief of any kind from the Township, whether or not he now knows about those rights, arising out of his employment from date of hire to date of this agreement leading up to the issuing of the above-referenced disciplinary actions, including, but not limited to, claims for breach of contract, fraud or misrepresentation, violation of Title VII of the Civil Rights Acts of 1964, or other federal, state or local civil rights law based on age or other protected class status including, sex, race, color, national origin; the Americans with Disabilities Act; defamation, slander; libel; invasion of privacy; intentional or negligent infliction of emotional distress; breach of covenant of good faith and fair dealings; promissory estoppel; negligence; violation of public policy; Conscientious Employment Protection Act; New Jersey Law Against Discrimination; Equal Pay Act; New Jersey Employer-Employee Relation Act; New Jersey Family Leave Act and any other claims for unlawful employment practices.

7. Varano represents and certifies that he has carefully read and fully understands all of the provisions of and effects of this Stipulation and further, certifies that he is voluntarily entering into this Stipulation and that the Township has not made any representations concerning the terms or effects of this Stipulation of Settlement other than those contained herein.

8. This Stipulation of Settlement is made and entered

into in the State of New Jersey and shall in all respects be interpreted, enforced and governed under laws of the State of New Jersey. The language of all parts of this Stipulation of Settlement shall, in all cases, be constructed as a whole, according to its fair meaning and not strictly for or against any of the parties.

9. Should any provision of this Stipulation of Settlement be declared or determined by any court except the Civil Service Commission to be illegal or invalid, the illegality of the remaining part(s)/term(s) or provision(s) shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Stipulation of Settlement.

10. The foregoing constitutes a full and final disposition of this matter.

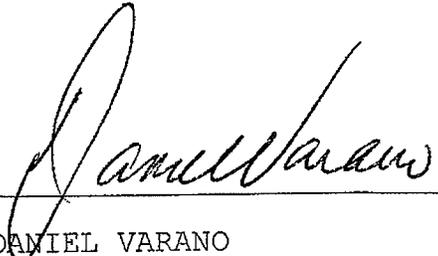
11. This Stipulation of Settlement may not be modified, altered or changed, except upon the prior express written consent of the parties.

12. This Stipulation of Settlement is the result of negotiations with Varano's attorney and Employer's attorney with whom Varano had an opportunity to consult prior to signing same.

13. This settlement is fully and finally disposes of all issues in controversy. It is reached by way of compromise.

14. This agreement will become effective upon execution. Any disapproval by the Civil Service Commission shall cause all the terms and conditions of this Agreement to be null and

void and shall not interfere with the rights of either party to pursue this matter further.



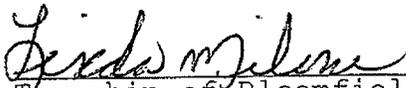
DANIEL VARANO

DATED: 9-28-12



ANNETTE VERDESCO, ESQ.
Attorney for Daniel Varano

DATED: 9/28/12



Township of Bloomfield

DATED: 10/9/12



BRIAN J. ALOIA, ESQ.
Attorney for Township of Bloomfield

DATED: 10/10/12