

2011 RESOLUTION - APPOINTMENT OF SERGEANT

WHEREAS, Officer Sierchio filed a promotional appeal with the Civil Service Commission ("CSC") against the Township, CSC Docket No. 2011-4 challenging the Township's failure to promote him; and

WHEREAS, the Township and Officer Sierchio desire to settle the promotional appeal filed with the CSC, and finally settle all differences and claims between them regarding the promotional aspect of this matter; and

WHEREAS, as such, the Township has agreed to promote Officer Sierchio subject to the terms outlined in this resolution and the attached agreement.

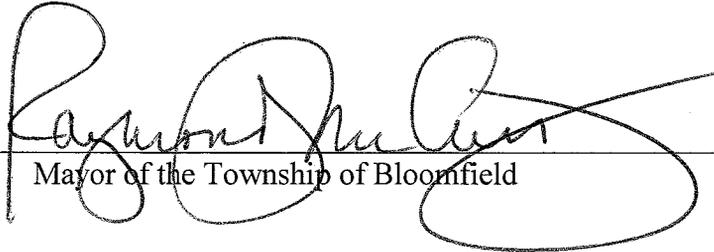
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey that Officer Sierchio is hereby promoted to Sergeant of the Bloomfield Police Department effective December 7, 2009 subject to the terms and conditions outlined in this resolution and the attached agreement.

* * *

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 January 18, 2011.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH
Bryan J. Skora
Attorney
of the Township of Bloomfield

ROLL CALL VOTE

MAYOR & COUNCIL	YES	NO	ABSTAIN	ABSENT
COUNCILWOMAN MALY		✓		
COUNCILMAN JOANOW		✓		
COUNCILMAN RUANE		✓		
COUNCILMAN VENEZIA	✓			
COUNCILWOMAN DUNIGAN	✓			
COUNCILMAN HAMILTON	✓			
MAYOR McCARTHY	✓			

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SETTLEMENT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2011, by and between JOHN G. SIERCHIO and JOSEPH KRENTZ, collectively referred to herein as the "Appellants", and the TOWNSHIP OF BLOOMFIELD "DEFENDANT".

WHEREAS, Appellants filed a promotional appeal with the Civil Service Commission ("CSC") against Defendant, CSC Docket Nos. 2011-3 and 2011-4; and

WHEREAS, vacancies in the rank of lieutenant became available in Bloomfield Township on July 1, 2009; and

WHEREAS, on July 1, 2009 Appellant Krentz was the number one ranking candidate on the lieutenant list Symbol PM2528H and Certification No. PL090708; and

WHEREAS, the lieutenant list Symbol PM2528H expired on March 2, 2010; and

WHEREAS, vacancies in the rank of sergeant became available in Bloomfield Township on December 7, 2009; and

WHEREAS, on December 7, 2009 Appellant Sierchio was the number one ranking candidate on the sergeant list Symbol PM2574H and Certification No. PL090707; and

WHEREAS, sergeant list Symbol PM2574H expired on June _____ 2010; and

WHEREAS, Appellant Krentz also filed a civil complaint against Defendant in the United States District Court, District

of New Jersey bearing Docket No. 10-0927 which is currently pending; and

WHEREAS, Appellant Sierchio also filed a civil complaint against Defendant in the United States District Court, District of New Jersey bearing Docket No. 09-5420 which is currently pending; and

WHEREAS, the Parties desire to settle the promotional appeal filed with the CSC, and finally settle all differences and claims between them regarding the promotional aspect of this matter; and

Therefore, the Parties, intending to be bound hereby, covenant and agree as follows:

1. Defendant agrees that the CSC shall revive lieutenant list Symbol PM2528H and Certification No. PL090708 for the purpose of promoting Appellant Joseph Krentz to the permanent rank of police lieutenant. Said promotion shall be effective as of July 1, 2009.
2. Defendant further agrees to pay Appellant Joseph Krentz, all back pay due and owing retroactively to July 1, 2009, as a result of the promotion to the permanent rank of police lieutenant effective July 1, 2009.
3. Defendant agrees that the CSC shall revive sergeant list Symbol PM2574H and Certification No. PL090707 for the purpose of promoting Appellant John G. Sierchio to the permanent rank of police sergeant. Said promotion shall be effective as of December 7, 2009.

4. Defendant further agrees to pay Appellant John G. Sierchio, all back pay due and owing retroactively to December 7, 2009, as a result of the promotion to the permanent rank of police sergeant effective December 7, 2009.
5. Appellants agree to waive any award for legal fees as a result of the within settlement and each party agrees to bear the cost of its own legal fees.
6. The Parties agree that this Agreement resolves all issues regarding the promotional appeals only, filed with the CSC, Docket Nos. 2011-3 and 2011-4. Accordingly, Defendant acknowledges and agrees that Appellants are not waiving and/or releasing any claims asserted in Appellants' respective lawsuits that are currently pending in the United States District Court, District of New Jersey bearing Docket Nos. 10-0927 and 09-5420.
7. The Parties acknowledge that this Agreement is subject to approval from the CSC. The Parties further agree that if the settlement is rejected by the CSC, this Agreement becomes null and void, and all parties reserve their right to proceed to a hearing on the merits in the administrative matter and no language contained herein shall be deemed a waiver of such right.
8. This Agreement is not, and shall not in any way be construed as, an admission by Defendant Township or its officials, officers, employees, agents, attorneys and representatives,

of any violation of any federal or state or local law, or violation of any other legal duty owed to Appellants, but instead constitutes the good faith settlement of a disputed claim. The Parties have entered into this Agreement for the sole purpose of resolving Appellants promotional claims and in order to avoid further litigation regarding same.

9. Appellants represent that they have carefully read and fully understand this Agreement and have thoroughly discussed all aspects of this Agreement with their attorneys. Further, Appellants certify that they are voluntarily entering into this Agreement and that no one has made any representations concerning the terms or effects of this Agreement other than those contained herein.

10. This Agreement is made and entered into in the State of New Jersey, and shall in all aspects be interpreted and governed under the laws of the State of New Jersey. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

Dated:

1/21/11

By:



Mayor, Township of Bloomfield

LAW OFFICES OF STEVEN A. VARANO, P.C.

Dated:

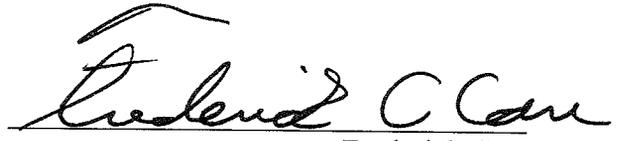
By:



Steven A. Varano, Esq.

Attorney for Appellants John G. Sierchio and Joseph Krentz

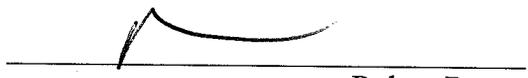
I hereby approve / disapprove of the passage of the attached Resolution.



Frederick Carr
Township Administrator

If the Township Administrator disapproves of the attached resolution the reasons are as follows:

I hereby approve / disapprove of the passage of the attached resolution.



Robert Renna
Director of Finance

If the Director of Finance disapproves of the attached resolution the reasons are as follows: