

**TOWNSHIP OF DELRAN
RESOLUTION 2017-162**

**RESOLUTION OF THE TOWNSHIP OF DELRAN
AUTHORIZING THE EXECUTION OF THE AGREEMENT AND GENERAL
RELEASE BETWEEN MICHAEL BOHN AND THE TOWNSHIP OF DELRAN**

WHEREAS, The Township of Delran and Michael Bohn desire to resolve issues regarding Mr. Bohn's expenses incurred for COBRA medical insurance coverage and payment of an annual payment for disability retirement; and

WHEREAS, the parties have mutually agreed to resolve the issue with one another through the execution of an Agreement and General Release attached hereto as Exhibit "A";

NOW THEREFORE BE IT RESOLVED that:

1. The Township Council has approved the terms and language of the Agreement and General Release attached hereto as Exhibit "A";
2. The Township Administrator and/or his designee are authorized to execute the Agreement and General Release attached hereto as Exhibit "A" on behalf of Delran Township.
3. The Township Administrator and/or his designee, and any other necessary Township employee, are authorized to take any actions as necessary to satisfy the terms of the Agreement and General Release attached hereto as Exhibit "A"

DATED: 9/5/17


Jamey Eggers
Township Clerk


Gary Catrambone
Council President

**AGREEMENT AND GENERAL RELEASE BETWEEN THE TOWNSHIP OF DELRAN
AND MICHAEL BOHN**

THIS AGREEMENT ("Agreement") is made as of the ~~6th~~ day of September, 2017, by and between the Township of Delran, a Municipal Corporation of the State of New Jersey, with an address at 900 Chester Avenue, Delran, New Jersey 08075 ("Township"), and Michael Bohn with an address of 802 Colby Avenue, Delran, NJ 08075 ("Bohn").

WHEREAS, Bohn was employed by the Township as a Sewer Operator; and

WHEREAS, Bohn has submitted an application for disability retirement;

WHEREAS, due to an administrative error, Bohn incurred expenses for COBRA medical insurance coverage from May 2017 to June 2017 in the amount of \$5,329.20; and

WHEREAS, Bohn is entitled to a payment as an annual payment for disability retirement in the amount of \$4,500.00;

WHEREAS, the Township and Bohn desire to enter into this agreement to resolve all outstanding medical billing issues and annual disability retirement payment obligations between them;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises of the Township and Bohn herein provided, the Township and Bohn agree as follows:

1. Payment. The Township shall pay Bohn a lump sum payment in the amount of \$9,829.20 representing expenses incurred by Bohn for COBRA medical insurance coverage from May 2017 to June 2017 and the amount of Bohn's annual payment for disability retirement.

2. Release. In consideration of the payment referenced in paragraph 1 and the execution of this Agreement, and for other good and valuable consideration set forth herein, Bohn does hereby, for himself, his successors and assigns release, acquit and forever discharge the Township, and any other person, firm or corporation charged or chargeable with responsibility or ability on behalf of the party so released, its successors and assigns from any and all claims, actions, causes of action, demands, damages, costs, loss of service, expenses, compensation and all consequential damages, including any claim for expenses of any kind known or unknown, existing or to come, which arise from Bohn's medical expenses for COBRA medical insurance up to the date of the execution of this Agreement and for Bohn's 2017 Disability Retirement Annual Benefits Payment.

3. Miscellaneous.

A. This Agreement contains the entire agreement between the Township and Bohn regarding Bohn's medical expenses for COBRA medical insurance to the date of the execution of this Agreement and for Bohn's 2017 Disability Retirement Annual Benefits Payment and there are no other terms, obligations, covenants, representations or conditions of any kind

concerning the subject of this Agreement. This Agreement may not be changed or terminated orally. Any amendments to this Agreement shall be made in writing and executed by the parties hereto or their successors in interest.

B. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. All parties hereto have carefully read the foregoing Agreement and understand the meaning and intent of this document, and have signed this Agreement voluntarily and knowingly, and intend to be bound by the promises contained in this Agreement for the within-stated consideration.

C. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of New Jersey.

D. The titles of the Paragraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

E. Any delay or waiver by the Township to enforce its rights hereunder at any time or for any violation hereof shall not be deemed a waiver of the Township's rights hereunder.

F. This Agreement shall be construed without regard to any presumption or the rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken or otherwise eliminated, this Agreement shall be construed as if the words or phrases so stricken or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken or otherwise eliminated.

G. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by facsimile or e-mail shall be as effective as delivery of a manually executed counterpart of this Agreement, and each party hereto shall be entitled to rely on a facsimile or e-mail signature of each other party hereto as if it were an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Township and Bohn, intending to be legally bound hereby, have caused this Agreement to be executed and their seals to be affixed the day and year first above written.

Witness/Attest:

TOWNSHIP OF DELRAN

Jennifer A. Dias
9-6-17

By: [Signature]

Jennifer A. Dias
9-6-17

By: [Signature]
MICHAEL BOHN