

THE BOROUGH OF WOODBURY HEIGHTS

AND

JOSHUA MOLINE

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between the Borough of Woodbury Heights (the "Borough") and Joshua Moline ("Moline") (collectively, the "Parties").

WHEREAS, Moline is currently employed by the Borough as Chief of Police for the Woodbury Heights Police Department; and

WHEREAS, on December 30, 2022, the Gloucester County Prosecutor's Office served Moline with a Preliminary Notice of Disciplinary Action (the "PNDA") seeking to impose discipline for a Sustained allegation of Inappropriate Access of ProPhoenix Module; and

WHEREAS, on December 30, 2022 the Borough amended the PDNA to include the proposed penalty of termination;

WHEREAS, Moline requested an administrative hearing on the charge;

WHEREAS, throughout the administrative process, the parties have engaged in extensive discovery and case management and have agreed that it is in the best interests of the Borough and Moline to resolve the discipline;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intended to be legally bound hereby, the Parties agree that this matter shall be settled and compromised pursuant to the following terms and conditions:

1. Penalty. The Borough agrees to impose and Moline agrees to accept discipline in the form of three (3) days' suspension. For purposes of this settlement, a day shall mean eight (8) hours. The parties agree that the total of twenty-four (24) hours shall be deducted from Moline's comp or PTO bank in lieu of serving the suspension.

2. Record Keeping. The Borough will take all necessary steps to amend its personnel records to reflect the discipline as per this Agreement.

3. Waiver. Moline waives any and all rights and claims related to the PNDA or his right to a trial regarding the charges contained in the PNDA;

4. Final Notice of Disciplinary Action: The Borough will issue a Final Notice of Disciplinary Action consistent with the terms of this Agreement.

5. No Admission: Nothing in this Agreement shall be construed to be an admission by the Borough of any wrongdoing, improper action, or violation of any law, rule, or regulation.

The Borough specifically disclaims and denies any wrongdoing or liability to Moline in relation to the PNDA.

6. Knowing and Voluntary Execution of Agreement: Moline acknowledges and agrees that he freely and voluntarily agreed to all of the terms and conditions contained in this Agreement, including the waiver, after consulting with the legal counsel he chose and after considering all of his options.

7. No Past Practice: The Borough and Moline agree and recognize that this Agreement does not constitute, in whole or in part, any past practice or precedent.

8. Entire Agreement: The Agreement represents the entire agreement between the Parties. This Agreement supersedes all prior agreements, representations, or understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

9. Modification and Waiver: No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed by each party with the same formality as this Agreement.

10. Rules of Construction: Moline agrees and acknowledges that, as Moline has carefully read, reviewed, and considered the terms of this Agreement and has had the full opportunity to obtain legal advice from counsel of his choice in connection with this Agreement, the normal principle of contract construction whereby all ambiguities are to be construed against the drafting party shall not be employed in the interpretation and construction of this Agreement. Any heading contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. Severability: If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, or enforceable only if modified, such finding shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect and continue to be binding on the Parties. The Parties further agree that any such court is expressly authorized to modify any such invalid, illegal, or unenforceable provision of this Agreement instead of severing the provision from this Agreement in its entirety, whether by rewriting, deleting, or adding to the offending provision, or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied in this Agreement to the maximum extent permitted by law. Any such modification shall become a part of and treated as though originally set forth in this Agreement. If such provision or provisions are not modified, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth in it. The Parties expressly agree that this Agreement as so modified by the court shall be binding on and enforceable against each of them.

12. Choice of Law and Venue: This Agreement, and all matters arising out of or relating to it, shall be governed and construed with the law of New Jersey, without regard to any conflicts

of laws principles that would require the laws of any other jurisdiction to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state court located in the State of New Jersey, County of Gloucester. The Parties hereby irrevocably submit to the exclusive jurisdiction of such court and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

13. Counterparts: The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

14. Borough Council Approval: The Borough and Moline acknowledge that this Agreement is subject to the approval of Borough Council, and shall not be deemed final and binding upon any party until after it has been formally approved by Council and executed by the Mayor.

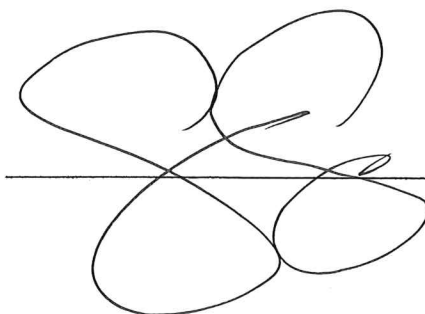
IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement intending it to be effective on the dates indicated below:

[SIGNATURE PAGE TO FOLLOW]

THE BOROUGH OF WOODBURY HEIGHTS

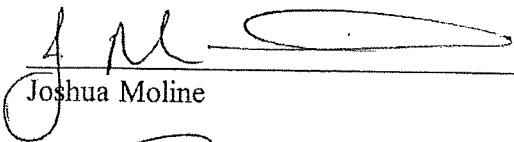
By: 

Dated: 4/21/2023

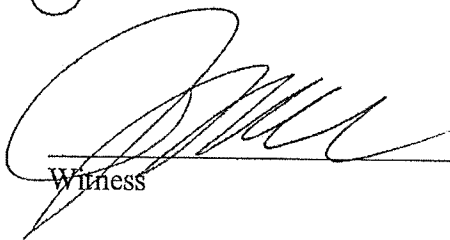
By: 

Dated: 4 | 21 | 23

JOSHUA MOLINE

By: 
Joshua Moline

Dated: 4/20/2023

By: 
Witness

Dated: 4/20/23

Print Name: _____

4859-8471-6291, v. 1