

RESOLUTION NO. 2018 – 139

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG
HARBOR, COUNTY OF OCEAN, STATE OF NEW
JERSEY, ACCEPTING THE RETIREMENT OF
GARRETT LOESCH AND AUTHORIZING
EXECUTION OF A SETTLEMENT AGREEMENT
AND RELEASE WITH SAME**

WHEREAS, Garrett Loesch has submitted a request for retirement from the Township as of November 2, 2018 with leave to be used as of July 1, 2018; and

WHEREAS, the retirement of Garrett Loesch is accepted and the execution of a Retirement Agreement and Release, in a form acceptable to the Township Attorney, hereby authorized.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby acknowledge the retirement of Garrett Loesch as of November 2, 2018.
2. That the governing body does hereby authorize the payment to Garrett Loesch of sums for unused accumulated time, to be paid in the amounts and on the time schedule as established in the Retirement Agreement and Release.
3. That a certified copy of this resolution shall be forwarded to Garrett Loesch.

Motion to Approve:

Second:

Roll Call:

Crea	<u>Yes</u>
Gormley	<u>Recuse</u>
Kehm	<u>Absent</u>
Schlick	<u>Yes</u>
Stevens	<u>Yes</u>

CERTIFICATION

I, **DIANA K. MCCRACKEN, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **24th** day of **May, 2018**.


DIANA K. MCCRACKEN, Township Clerk
Little Egg Harbor Township

AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made this 13 day of June 2018, by and between the employee, Garrett Loesch, (employee) and Employer, Township of Little Egg Harbor (employer).

WHEREAS, Garrett Loesch is currently employed with the Township of Little Egg Harbor as the Administrator and Chief Financial Officer; and

WHEREAS, Mr. Loesch has indicated to the Township that he desires to retire from both positions on November 2, 2018; and

WHEREAS, the Parties wish to enter into this agreement to establish the terms and conditions of Mr. Loesch's retirement; and

NOW THEREFORE, the Parties hereby agree to the following terms as full and final settlement of the above matter:

1. This Agreement sets forth all of the terms and conditions of the Parties' agreement.
2. Employee's last day of presence at work will be June 30, 2018.
3. The Township shall pay employee all accumulated vacation leave in the total amount of \$50,320.37 per the employment agreement. The payment of this sum shall be made in 24 monthly installments commencing November 15, 2018.
4. The Township shall pay employee accumulated sick leave in the amount of \$28,749.41/19,166.27 in accordance with the practice and language established in the current Township Collective Bargaining Agreements and \$9583.14 in consideration for waiver of terminal leave beyond that provided for herein and claims as provided for herein. The payment of this sum shall be made in 24 monthly installments commencing November 15, 2018.
5. The Employee will be granted 90 days of terminal leave which must be used beginning July 1, 2018 and will end on November 2, 2018.
6. While on terminal leave, the employee expressly agrees he will come to the Township Municipal Building and train the new Administrator and/or Chief Financial Officer for a total of 10 half days upon reasonable notice from the Township. It is further agreed that the Employee shall not be required to have contact with Michael Fromosky, the plaintiff in Superior Court, Law Division – Ocean County, Docket No. OCN-L-723-17 during such training sessions.
7. In exchange for the consideration set forth in Paragraphs 2, 3 and 4, the sufficiency of which is hereby acknowledged, employee hereby waives, releases and discharges any and all claims or rights that he has or may have against Employer, Township of Little Egg Harbor, and any and all other officers, employees, representatives, agents, successors and

assigns of Township (collectively, the "Released Parties"), including any claim for attorneys' fees, costs or other monetary relief, relating to the employee's employment with the Township, except that claims previously filed, or arising from the pleadings or motions filed under, Superior Court, Law Division – Ocean County, Docket No. OCN-L-723-17 are expressly preserved. This waiver, release and discharge includes, without limitation, all claims which Employee may have regarding discrimination on any basis, any federal or state civil rights law, any alleged violation of the Age Discrimination in Employment Act, as amended; the Older Worker Benefits Protection Act; Title VII of the Civil Rights Act of 1964, as amended; Sections 1981 through 1988 of Title 42 of the United States Code; the Civil Rights Act of 1991; the Equal Pay Act; the Americans with Disabilities Act; the Rehabilitation Act; the Family and Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act of 1974, as amended; the Worker Adjustment and Retraining Notification Act; the National Labor Relations Act; the Fair Credit Reporting Act; the Occupational Safety and Health Act; the Uniformed Services Employment and Reemployment Act; the Employee Polygraph Protection Act; the Immigration Reform Control Act; the retaliation provisions of the Sarbanes-Oxley Act of 2002; the False Claims Act; the New Jersey Law Against Discrimination; the New Jersey Conscientious Employee Protection Act; the New Jersey Family Leave Act; the New Jersey Wage and Hour Law; the New Jersey Equal Pay Law; the New Jersey Occupational Safety and Health Law; the New Jersey Smokers' Rights Law; the New Jersey Genetic Privacy Act; the New Jersey Fair Credit Reporting Act; New Jersey Wages and Hours Law, disability benefits laws, the United States Constitution, the New Jersey Constitution; and/or any other alleged violation of any federal, state or local law, regulation or ordinance; any claim based on contract, implied contract, collective bargaining agreement, tort law, personal injury, or public policy, including but not limited to any claim for wrongful discharge, back pay, vacation pay, sick pay, personal day pay, wages, attorneys' fees, costs, and/or future wage loss. Employee does not waive or release any claim that cannot be waived or released as a matter of law.

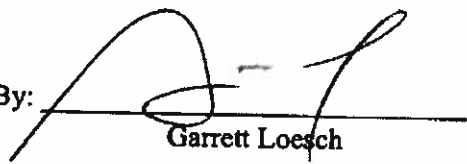
8. To comply with the Older Workers Benefit Protection Act, if applicable, this Agreement advises Employee of the legal requirements of the Act and fully incorporates the legal requirements by reference into this Agreement. Accordingly, by executing this Agreement, Employee acknowledges that he: (i) fully understands the terms and conditions of this Agreement; (ii) has consulted with an attorney to review the Agreement; (iii) specifically waives his right to pursue any current claims he may have under the Age Discrimination in Employment Act; (iv) has been given twenty-one (21) days within which to consider this Agreement; and (v) has 7 days from the date of the execution of this Agreement to revoke it. Employee understands that he may rescind this Agreement within 7 calendar days of signing it, and such rescission must be in writing and delivered to counsel for the Township either by hand or by certified mail within the 7 day period.
9. This Agreement may not be modified, altered, changed, discharged, terminated or waived, except upon express written consent of the Parties.
10. The Parties agree that if any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall be fully enforceable.

11. The Parties acknowledge that they have entered into this Agreement voluntarily and hereby sign it without duress or coercion.

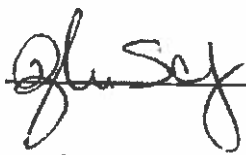
12. This Agreement shall be governed by the laws of the State of New Jersey.

The Parties hereby acknowledge their agreement to the terms and conditions set forth above by signing below.

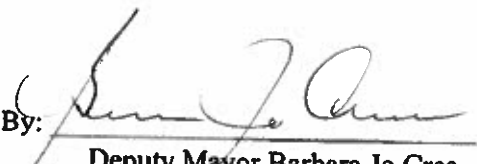
Employee

By: 
Garrett Loesch
Dated: 06-13-18

Witness

By: 
Dated: 6-13-18

Township of Little Egg Harbor

By: 
Deputy Mayor Barbara Jo Crea
Dated: July 2, 2018

Witness

By: 
Dated: July 2, 2018