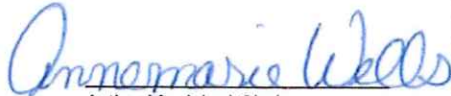


**TOWNSHIP OF ROCHELLE PARK
RESOLUTION NO. 024-158**

**RESOLUTION TO PROMOTE POLICE OFFICER
DOUGLAS ARENDACS
TO THE RANK OF LIEUTENANT**

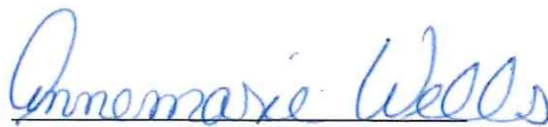
	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN	
Deputy Mayor Appice	X		X				I hereby certify that the above Resolution was duly adopted by the Township Committee of the Township of Rochelle Park at a meeting held On July 24, 2024  Acting Municipal Clerk Annemarie Wells
Comm. Artola		X	X				
Comm. Judge Cravello			X				
Comm. Miller			X				
Mayor Bessetti			X				

WHEREAS, the Mayor and Township Committee of the Township of Rochelle Park have recognized the benefit of promoting Sergeant Douglas Arendacs to the rank of Lieutenant with the Rochelle Park Police Department retroactive to June 27, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Rochelle Park, County of Bergen, State of New Jersey that Sergeant Douglas Arendacs is promoted to the rank of Lieutenant with the Township of Rochelle Park Police Department, and the Mayor be and he is hereby authorized and directed to execute, and the Township Clerk to attest, to any and all documents necessary to effectuate the afore mentioned promotion according to Township Committee, Township policy and the applicable collective bargaining agreement; and

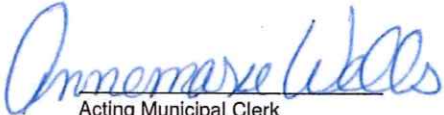
BE IT FURTHER RESOLVED, that a copy of the within resolution and the governing collective bargaining agreement be available for public inspection during regular business hours and pursuant to the laws of the State of New Jersey, County of Bergen and Township of Rochelle Park.

Attest:


Annemarie Wells,
Acting Municipal Clerk

**TOWNSHIP OF ROCHELLE PARK
RESOLUTION NO. 024-161**

**RESOLUTION APPROVING RETIREMENT AGREEMENT BETWEEN THE
TOWNSHIP OF ROCHELLE PARK
AND
DOUGLAS ARENDACS
POLICE LIEUTENANT**

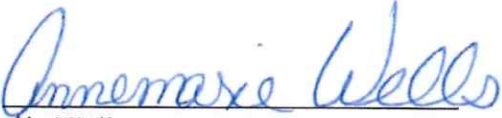
	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN	
Deputy Mayor Appice		X	X				I hereby certify that the above Resolution was duly adopted by the Township Committee of the Township of Rochelle Park at a meeting held On July 24, 2024  Acting Municipal Clerk Annemarie Wells
Comm. Artola	X		X				
Comm. Judge Cravello			X				
Comm. Miller			X				
Mayor Bessetti			X				

WHEREAS, Mayor and Township Committee deem it prudent and necessary to approve the retirement agreement with Douglas Arendacs to cover the terms of his retirement for his service as Lieutenant and Police Officer with the Township of Rochelle Park Police Department after 26 years of service, effective August 1, 2024, a copy of such contract is attached hereto and made a part of this resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Rochelle Park, County of Bergen, State of New Jersey that the Mayor and Township Administrator is hereby authorized and directed to execute, and the Township Clerk is directed to attest to, any documents necessary in pursuance of the above; and

BE IT FURTHER RESOLVED, that a copy of the within resolution together with a copy of the reference employment agreement shall be on file in the Office of the Township Clerk and be available for public inspection during regular business hours and pursuant to the laws of the State of New Jersey, County of Bergen and the Township of Rochelle Park.

Attest:


Annemarie Wells
Acting Municipal Clerk

THIS AGREEMENT, made this 24 Day of July, 2024, by and between the Township of Rochelle Park, hereinafter referred to as "Township", and Lieutenant, Douglas Arendacs of the Rochelle Park Police Department, hereinafter referred to as "Arendacs":

WITNESSETH:

WHEREAS, Douglas Arendacs has been employed as a Police Officer with the Township of Rochelle Park Police Department since July 15, 1998 and

WHEREAS, Lieutenant Arendacs is preparing to retire from his position of Police Officer after 26 years on August 1st 2024: and

WHEREAS, the parties are desirous of entering into this agreement out of a desire to effectuate a smooth and efficient transition from his employment with the Township of Rochelle Park Police Department: and

WHEREAS, Lieutenant Arendacs and the Township of Rochelle Park are entering into this agreement out of desire to fully and permanently settle any issues which may arise out of Arendacs's employment by the Township:

NOW, THEREFORE, in consideration of the promise and mutual agreements herein, contained, Lieutenant Arendacs and the Township of Rochelle Park agree to the Following:

I. DEFINITIONS

1. The "Agreement" Shall mean this agreement.
2. The "Parties" shall mean Arendacs and the Township of Rochelle Park collectively.

II. SCOPE OF SETTLEMENT

1. The parties to this agreement desire to settle all claims and causes of any action of any kind whatsoever which arise out of Arendacs's' employment by the Township and the termination of that employment.
2. The parties intend that the full terms and conditions of such settlement be set forth in this agreement.

III. REPRESENTATIONS AND WARRANTIES

The following representations and warranties shall survive the execution of this agreement and the completion of this settlement provided below:

AUTHORITY

1. Arendacs warrants and represents that he has the authority to enter into and carry out the terms of this agreement and that no consent, approval, authorization or order of, or notice to, or filing with any court, government authority, person or entity is required for the execution, delivery and performance of this agreement.

2. The Township warrants and represents that it has full and complete authority to enter into and carry out the terms of this agreement and that it is valid, binding and enforceable upon the Township.

3. Arendacs warrants and represents that no right, claim or cause of action covered by this agreement has been assigned, transferred, or given to someone else.

SETTLEMENT PAYMENTS AND AGREEMENTS

The parties agree that as a result of his employment as a Police Lieutenant with the Township Police Department, and as provided in the SOA collective bargaining agreement the following:

1. Arendacs shall be paid for all UNUSED VESTED TIME: as provided in the collective bargaining agreement. Vacation days (15), Personal days (1), Pitman day (3), Compensatory Time Off (35.25 hours). All time shall be calculated based on a 12 hour day for a total of 239.25 vested hours. Calculated at an hourly rate of \$90.03
For a total of \$21,541.87 Vested time
2. The Township shall pay six (6) months retirement benefits of, **\$90,039.15** to Arendacs, which shall be computed upon his salary for the year of 2024. The 6 months retirement benefits will be paid in full no later than 90 days from the retirement date as provided in the collective bargaining agreement.
For a total of combine vested & terminal leave of \$111,581.02

3. The Parties further agree that \$37,700 of the above will be deposited tax free in Arendacs' existing Equitable Deferred Compensation Account # 205-935-186 which full payment shall be due and owing to Arendacs as of September 1, 2024 and shall be paid to him within thirty (30) days of the date of his retirement.
4. The Parties further agree the remaining balance of \$73881.02 will be paid in full and owing to Arendacs as of August 1, 2024 and shall be paid to him within thirty (30) days of the date of his retirement.
5. Upon his retirement becoming effective, Arendacs shall continue to receive full medical benefits paid by the Township, as are provided at the time of his retirement under the SOA collective bargaining agreement. As per the State Statute Chapter 78, Lieutenant Douglas Arendacs is required to pay to the Township of Rochelle Park the retiree's Medical contribution of 1.5% of his pensionable salary.

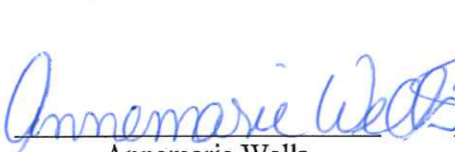
Douglas Arendacs is required to make one yearly payment prior to January 1st of each year to the Clerk of the Township of Rochelle Park. .

6. Upon retirement, Arendacs shall receive any other employee benefit to which he is entitled under law and under the collective negotiations agreement between the Township of Rochelle Park and PBA Local No. 102, which is in effect at the time of his retirement.
7. The existing benefit of the Monthly Medicare cost reimbursement for retired members shall continue for Arendacs upon his eligibility for Medicare. The reimbursement shall be paid once each year, normally in December.
8. The Township agrees to continue to provide competent legal representation and indemnification for Arendacs for any current or future litigation arising out of his official capacity while employed as Police Officer.
9. Arendacs acknowledges that payment of the foregoing represents retirement benefits to which he is entitled upon retirement.
10. Arendacs will retire from his position with the Township of Rochelle Park effective August, 1st 2024.
11. In the event of the untimely demise of Arendacs prior to his retirement, all benefits herein shall inure to his estate.
12. This agreement is binding upon the parties hereto, their successors, representatives and/or assigns.
13. Any changes in this agreement must be given in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date first above written.

ATTESTED:

TOWNSHIP of ROCHELLE PARK


Annemarie Wells


Mayor

WITNESS:

_____ 
Douglas Arendacs