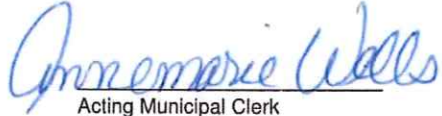


**TOWNSHIP OF ROCHELLE PARK
RESOLUTION NO. 024-159**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT
AGREEMENT BETWEEN THE TOWNSHIP OF ROCHELLE PARK AND
DOUGLAS ARENDACS**

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN	
Deputy Mayor Applce	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, on or about April 28, 2023, Douglas Arendacs filed a Complaint against the Township of Rochelle Park, et al., Bergen County Docket number BER-L-000384-24 and

WHEREAS, the Complaint alleges various violations, including but not limited to: violations of the New Jersey Law Against Discrimination; and

WHEREAS, Defendant has filed an Answer denying and contesting each of the allegations asserted in the Complaint; and

WHEREAS, Defendant believes it acted lawfully and properly in all respects and specifically denies any and all liability for the claims alleged by Plaintiff; and

WHEREAS, the Parties having negotiated and settled this matter on July 24, 2024;

WHEREAS, the Parties desire to settle fully, permanently and finally all differences, actual or potential claims between them, related to or arising out of Plaintiff's Complaint, which settlement shall constitute the good faith settlement of all claims and causes of action which may exist in favor of Plaintiff against Defendant, except as expressly stated in this Agreement; and

WHEREAS, a Settlement Agreement has been prepared setting forth the terms and conditions of the Settlement Agreement and General Release between the Township of Rochelle Park, et al and Douglas Arendacs; and

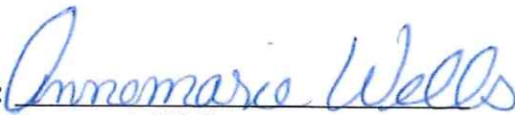
WHEREAS, the execution of the within Settlement Agreement has been recommended by the Township's insurance counsel and

WHEREAS, This Agreement constitutes the complete and final settlement of any and all disputes arising from or relating to Arendacs employment with the Township and any claims or actions Arendacs have brought or could have brought against the Township, its officers, employees, agents, professionals, former officers or former employees

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 Clerk are hereby authorized and directed to execute the Settlement Agreement between the Township of Rochelle Park and Douglas Arendacs and

FINALLY, BE IT RESOLVED, a copy of this Resolution shall be placed on file in the Municipal Clerk Office, the Office of the Township Administrator and a copy be transmitted to the Township Attorney.

Attest:



Annemarie Wells
Acting Municipal Clerk

SETTLEMENT AGREEMENT AND GENERAL RELEASE

2471 This Settlement Agreement and General Release (the "Agreement") is entered into this day of July 2024 (the "Effective Date") by and between the **Township of Rochelle Park**, a Municipal Corporation of the State of New Jersey with offices at 151 West Passaic St. Rochelle Park, NJ 07662 (hereinafter the "**Township**") and **Douglas Arendacs**. For purposes of this Agreement, the term "the Township" shall mean and include the Township of Rochelle Park and the Township of Rochelle Park Police Department and its past, present and future elected officials, officers, directors, agents, administrators, managers, employees, insurers, independent contractors and benefit plans, and all of their predecessors and successors, and any and all of their respective executors, administrators, successors, assigns, agents and representatives. The term "**ARENDACS**" shall mean and include Douglas Arendacs, and any and all of his executors, administrators, successors, assigns, heirs, agents and representatives. Arendacs and the Township are hereinafter jointly referred to as the "**Parties**." This Agreement constitutes the complete and final settlement of any and all disputes arising from or relating to **Arendacs** employment with the Township and any claims or actions **Arendacs** have brought or could have brought against the Township, its officers, employees, agents, professionals, former officers or former employees.

WITNESSETH:

WHEREAS, **ARENDACS** filed suit in the matter of **Arendacs v. Township of Rochelle Park, et al.**, in Bergen County, Docket number BER-L-000384-24

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the Parties hereby agree as follows:

1. The Township shall pay the sum of \$67,417.61 (which is inclusive of \$7,417.61 representing retro-active pay) to **ARENDACS** in full and final settlement of this claim, and the separate sum of \$27,500.00 to The Toscano Law Firm, LLC, as and for statutory attorney's fees, in the form of two (2) separate settlement checks. The Township shall retroactively promote **DOUGLAS ARENDACS** to the position of lieutenant effective June 27, 2023, and will promptly make all pension payment contributions necessary to the NJ Division of Pensions and Benefits to effectuate said retroactive promotion. **ARENDACS** shall file his retirement papers with the pension division on or before the Effective Date and shall retire on the first day of the month of August 2024, or as soon thereafter as allowable. He shall return all equipment, key fobs, handbooks and any/all other property of the Township of Rochelle Park or the Township of Rochelle Park Police Department.

2. **ARENDACS** agrees not to appeal the terms and conditions of this Agreement to any agency or court, including, but not limited to, the New Jersey Civil Service Commission and/or any other New Jersey State Court or agency and/or to any United States Federal Court or agency.

fees and costs payable to his own attorneys, and **ARENDACS** hereby agree that none of the parties to this settlement is considered to be a "prevailing party" under state law, such that each party herein, including **ARENDACS**, hereby waives and releases their claim against the TOWNSHIP for attorney's fees and costs pursuant to any state law or pursuant to the Court Rules, and hereby agrees to be responsible, upon signing of this RELEASE, for the payment of his own attorney's fees and expenses.

5. **No Admissions as to Liability or Damages.** **ARENDACS** hereby agrees that the TOWNSHIP has not admitted to any liability, nor has any person, elected official, officer, agent, or employee of THE TOWNSHIP admitted to any wrongdoing or to any violations of any federal or state laws or statutes or regulations or any Rules or Regulations or the TOWNSHIP'S POLICE DEPARTMENT'S policies or procedures or caused any loss of income or future income to **ARENDACS** and he hereby acknowledges that it is the intention of the parties to this RELEASE and settlement to enter into said settlement solely for the purpose of amicably resolving any and all matters in controversy or in dispute, and to avoid the further expenditure of attorney's fees and other costs that would result from continued and protracted litigation in this complex employment-related matter.

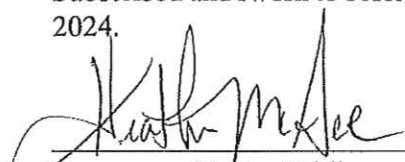
6. **ARENDACS** acknowledge that this Agreement precludes him from bringing any type of legal or contractual action in any forum including, but not limited to arbitration, filing a Complaint with the New Jersey Civil Service Commission, the New Jersey Superior Court or United States Federal Court, any State or Federal agency, that is in any manner grounded upon, stems from, or is related to the terms covered in this agreement.

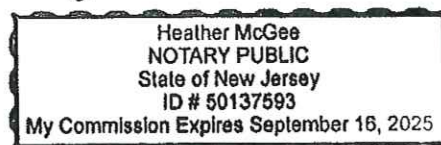
7. **ARENDACS** irrevocably and unconditionally releases, remises, waives and forever discharges and covenants not to sue the Township, its officers, employees, agents, professionals, former employees, and former officers from all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages and expenses of any nature arising out of his employment, discipline, the investigation or this Agreement, in law or equity, known or unknown, suspected or unsuspected, fixed or contingent against the Township from the beginning of time to the date of this Agreement, including but not limited to : (i) any claim for breach of contract or implied contract, whether such contract is written or oral; (ii) any common law claim under federal, state or local common law; (iii) any claim that the Township dealt with **ARENDACS** wrongly or in bad faith; and (iv) any and all claims arising from any alleged violation of any federal, state or local statute, law, rule, regulation or ordinance, including, without limitation, any rights or claims **ARENDACS** may have under N.J.S.A. 26:3-25.1, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, and state and federal wage and hour laws. This release covers all claims that **ARENDACS** knew about and those he may not know about.

ACKNOWLEDGES AND AFFIRMS THAT HE IS COMPETENT, THAT HE HAS BEEN AFFORDED TIME TO REVIEW AND CONSIDER THIS AGREEMENT AND HAS BEEN ADVISED TO DO SO WITH AN ATTORNEY OF HIS CHOICE, THAT HE HAS READ AND UNDERSTANDS AND ACCEPTS THIS DOCUMENT AS FULLY AND FINALLY WAIVING AND RELEASING ANY AND ALL CLAIMS, DEMANDS, DISPUTES AND DIFFERENCES OF ANY KIND WHATSOEVER WHICH HE MAY HAVE HAD OR NOW HAS AGAINST THE TOWNSHIP ARISING OUT OF YOUR DISCIPLINE, THE INVESTIGATION OR THIS AGREEMENT IN ACCORDANCE WITH THIS AGREEMENT, SUBJECT TO THE LIMITATIONS AND EXCEPTIONS SET FORTH IN THIS AGREEMENT, THAT NO REPRESENTATIONS, PROMISES OR INDUCEMENTS HAVE BEEN MADE TO HIM EXCEPT AS SET FORTH IN THIS AGREEMENT, AND THAT HE HAS SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY, INTENDING TO BE LEGALLY BOUND BY ITS TERMS, AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.


DOUGLAS ARENDACS

Subscribed and sworn to before me this 24th day of July
2024.


Notary Public



I hereby acknowledge and affirm that I have full authority to act on behalf of and to bind the Township to the terms set forth in this Agreement.


MAYOR VINCENT BESSETTI