

AGREEMENT

THIS AGREEMENT, made this 11 day of August, 2022 BY and BETWEEN CHRISTOPHER LEMAY, Lieutenant, (hereinafter referred to as "Lieutenant" and the Borough of Haledon, (hereinafter referred to as the "Borough"); and

WHEREAS, the Lieutenant is desirous of resigning from his office of Lieutenant, due to retirement, upon the terms hereinafter enumerated; and

WHEREAS, the Borough is agreeable to the terms hereinafter enumerated.

NOW THEREFORE, in consideration of the mutual covenants hereinafter expressed, it is hereby agreed by the parties as follows:

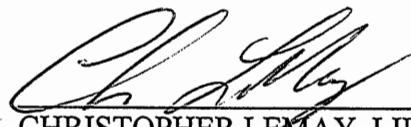
1. The Lieutenant hereby agrees that upon the execution of this agreement, he will submit his resignation as Lieutenant of the Borough of Haledon, due to his retirement, effective June 1, 2023.
2. In consideration of the Lieutenant's accumulated, unused sick, vacation, holiday and compensatory time, the Borough of Haledon will compensate the Lieutenant a total of \$109,480. This sum shall be paid in full to the Lieutenant within 90 days of his separation. Any paid leave used by the Lieutenant between the date of this agreement and the date of his separation shall serve as a credit against the \$109,480, thereby reducing the Borough's remaining obligation to the Lieutenant.
3. It is understood by the parties that in the event of the death of the Lieutenant prior to the payment of the sum described in paragraph 2, entitlement to such payment shall pass to his estate.
4. The Lieutenant agrees and understands that he will assume fully all tax and pension obligations, if any, on the compensation conferred under this Agreement and that he shall be exclusively liable for the payment of all federal, state and local taxes which may be determined to be due in connection with this Agreement.
5. The Lieutenant agrees and understands that his resignation, by reason of retirement, shall be irrevocable unless this Agreement is deemed to be invalid by any court of law or is not approved by the State of New Jersey or subdivision thereof within one hundred twenty (120) days of the date of this Agreement.
6. The Lieutenant understands that this agreement may require approval from the State of New Jersey and/or the Haledon PBA in order to be implemented. If such approval is required and denied, this approval will be null and void.
7. The resignation and terms of this agreement shall not be affected by any determination of the Pension Board. The Lieutenant acknowledges that he has been independently advised

by his counsel as to pension and tax matters and the Borough makes no representation with respect thereto.

8. The parties agree that up until the effective date of the Lieutenant's resignation that he shall continue to be an employee of the Borough.
9. The Lieutenant shall not commence, institute or engage in any lawsuit against the Borough arising out of his employment except for the enforcement of the terms of the within agreement.
10. The parties agree that each has had the benefit of independent counsel in connection with negotiations and the execution of the within agreement and neither of the parties has been under any constraint or duress and the within agreement constitutes and arm's length transaction between the parties.
11. The parties agree that the benefits contained in the within agreement constitute the entire agreement between the Borough and the Lieutenant, and the Lieutenant does hereby release the Borough of any and all claims of whatsoever kind other than enforcement of the within agreement.
12. The parties understand that this agreement is premised upon the payments set forth in this agreement being considered by the State of New Jersey as outside of the Borough of Haledon's budgetary spending caps. In the event that the payments set forth in this agreement must be included in the Borough of Haledon's budgetary spending caps then this agreement will be null and void and neither party will be bound by its terms.

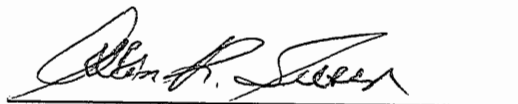
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or cause these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed, the day and year first above written.

WITNESS



CHRISTOPHER LEMAY, LIEUTENANT

ATTEST:



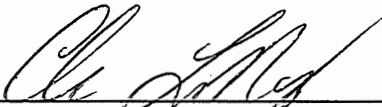
ALLAN SUSEN, CLERK



DOMENICK STAMPONE, MAYOR

RESIGNATION

I, CHRISTOPHER LEMAY, Lieutenant in the Borough of Haledon Police Department, do hereby tender my resignation effective June 1, 2023. I would like to thank the Haledon Mayor and Council, Haledon Police Department and the residents of the Borough of Haledon for the opportunity to serve them.


CHRISTOPHER LEMAY, LIEUTENANT
HALEDON POLICE DEPARTMENT

Date: 8-18-22