

SETTLEMENT AGREEMENT

SGT. CHARLES PETERSON v. TOWN OF DOVER POLICE DEPARTMENT

OAL Docket No. CSR 10851-19

This Settlement Agreement is entered into as of the 10th day of March, 2020, by and between the TOWN OF DOVER (hereinafter "the TOWN" or "Employer") and SGT. CHARLES PETERSON (hereinafter referred to as "PETERSON" or "Employee").

WHEREAS, PETERSON is employed as a Sergeant with the TOWN's Police Department; and

WHEREAS, the TOWN was seeking [REDACTED]
[REDACTED] under OAL Docket
No. 10851-19; and

WHEREAS, PETERSON had contended [REDACTED]
[REDACTED]
[REDACTED]

WHEREAS, PETERSON and the TOWN desire to resolve all of the disputes
with respect to [REDACTED]
[REDACTED] involving PETERSON;

WHEREAS, PETERSON has been served with [REDACTED]
[REDACTED]
[REDACTED]

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The text redacted from this page was redacted because this Settlement Agreement relates to the settlement of one or more matters that are confidential. However, pursuant to Libertarians for Transparent Government v. Cumberland County, 250 N.J. 46 (2022), information that must be disclosed pursuant to N.J.S.A. 47:1A-10 is not being redacted.

[REDACTED]
[REDACTED]
[REDACTED]

WHEREAS, the TOWN hereby represents that, other than the above referenced
OAL matter [REDACTED]
[REDACTED];

NOW THEREFORE, in consideration for the promises and agreements herein,
the TOWN and PETERSON agree as follows:

1. TERMS

- a. PETERSON hereby acknowledges that, in reference to [REDACTED]
[REDACTED]
[REDACTED] OAL Docket No.
10851-19, [REDACTED]
[REDACTED]
- b. [REDACTED]
[REDACTED]
[REDACTED]
- c. [REDACTED]
[REDACTED]
[REDACTED]

- d. PETERSON acknowledges [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- e. [REDACTED]
[REDACTED]
[REDACTED]
- f. [REDACTED]
[REDACTED] dismissed with prejudice;
- g. The total ten (10) day [REDACTED] deducting such time from PETERSON's accrued back pay;
- h. PETERSON shall be returned to full active duty without undue delay and no later than 14 days from the date of final execution of this Agreement and shall otherwise immediately receive full back pay (minus the ten (10) days set forth above) along with all rights and benefits retroactive to [REDACTED] including all accrued time under the Collective Negotiations Agreement between PBA Local 107 and the TOWN as well as any other applicable Town Policies and Procedures.

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2. INADMISSABILITY/NO ADMISSION OF LIABILITY

- a. It is acknowledged and agreed that, in accordance with [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- b. It is also acknowledged that PETERSON currently has a pending civil case in which the TOWN is a defendant;
- c. It is acknowledged and agreed that, with the exception of Subsection 2a above, this Agreement shall not be considered evidential or otherwise admissible for any purpose by any of the litigants in the above referenced civil litigation;
- d. Additionally, the contents of this Agreement shall not be considered to constitute any admission of liability by the parties hereto in such civil litigation.

3. NOTIFICATION

It is agreed that [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

4. [REDACTED] AGREEMENT

This Agreement contains the entire agreement between PETERSON and the TOWN, and each of them, with respect to the subject matter and supersedes all prior agreements, understandings and/or dealings whether written or otherwise with respect to the same subject matter. There is no agreement on the part of the TOWN to do anything other than what is expressly stated in this Agreement. This Agreement shall in all respects be interpreted, enforced and governed by the Laws of the State of New Jersey. It is understood between and among all parties herein that the terms of this settlement shall not have any precedential affect or constitute binding practice.

5. ATTESTATION

PETERSON represents and warrants that he has carefully read each and every provision of this Agreement and that he fully understands all of the terms and conditions contained in each provision of this Agreement. PETERSON represents and warrants that he enters into this Agreement voluntarily, of his own will, without any pressure or coercion from any person or entity including, but not limited to, the TOWN.

6. **CONSULTATION WITH ATTORNEY AND/OR PBA LOCAL 107**

PETERSON has consulted with his attorney and/or PBA Local 107 representative with respect to this Agreement and has reviewed with his attorney and/or PBA Local 107 representative all of the terms and conditions of this Agreement prior to executing this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I SGT. CHARLES PETERSON, executed the foregoing Agreement this 11th day of MARCH, 2020.

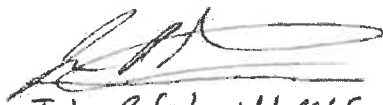

SGT. CHARLES PETERSON

TOWN OF DOVER

ATTEST

Carolyn Blackman
By: Carolyn Blackman, Mayor

Dated: 3-10-2020


John P. Schmidtmeyer
Acting Municipal Clerk
3-10-2020