

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Stipulation"), is entered into this _____ day of November, 2015, by and between Harold Valentine ("Valentine") and the Town of Dover ("Town") (together, the "Parties"). For purposes of this Stipulation, the term the "Town" shall mean and include the Town, its current and former elected officials, officers, directors, agents/administrators, employees, agents, insurers, independent contractors and benefit plans, and all of their predecessors and successors. The parties hereby agree as follows:

#1

[REDACTED]

2.

[REDACTED]

LAW OFFICES
APRUZZESE, McDERMOTT,
MESTRO & HUBERT
A PROFESSIONAL CORPORATION
15 INDEPENDENCE BOULEVARD
PO BOX 110
LIBERTY CENTER, N.J. 07938
(609) 540-1770

#2

3.

4.

5.

[REDACTED]

6. Concomitant with the execution of this Stipulation, Valentine will submit to the Town Administrator his letter of resignation in good standing with an effective date of December 1, 2015. The Town agrees to accept Valentine's resignation in good standing concomitant with the execution of this Stipulation. Valentine will be paid his regular salary through November 5, 2015, at which point his salary will no longer be paid by the Town

[REDACTED] The Town will deem

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & HURLEY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
PO BOX 416
LIBERTY CORNER, N.J. 07938
(609) 262-1776

Valentine to be on an unpaid leave of absence but without accrual of any other benefits for the period between November 6, 2015 and December 1, 2015. Valentine's health insurance benefits will continue to be provided at Town expense through November 30, 2015.

7. Valentine's employment with the Town spanned 35 years, and he had completed 25 years of service with the Town prior to January 1, 2009. Due to his length of service, the completion of 25 years of service prior to January 1, 2009 and his resignation in good standing, Valentine will, if and when he retires with the New Jersey Division on Pensions, receive health insurance benefits at the Town's expense pursuant to and consistent with Article XIII of the Dover SOA collective bargaining agreement. Relevant pages of the Dover SOA collective bargaining agreement are attached hereto as Exhibit A for reference.

8. The parties acknowledge there are civil lawsuits currently pending against the Town Dover. Currently, Valentine is not named in any lawsuit pending against the Town. Should Valentine subsequently be named to these lawsuits or if additional lawsuits are filed against the Town and/or the Dover Police Department wherein Valentine is named as a party or witness as a result of his employment by the Town and/or the Dover Police Department, the Town agrees to defend him and pay for counsel mutually agreed upon by the Town and Valentine to represent him in the matters at an hourly rate mutually agreed upon by the parties which shall be no less than \$175.00 per hour or the Town's standard hourly rate, whichever is higher, at the time Valentine becomes a party to or witness to the lawsuit, as well as, any expenses incurred related to the lawsuit(s). The Town and Valentine agree that they shall have no right to choice and/or payment of counsel for any matter covered by this paragraph if the matter is within the purview of the Morris County Joint Insurance Fund. The Town

further agrees to indemnify Valentine for any judgment entered against him and to pay any settlement to resolve any lawsuit before or after trial.

9. This Stipulation contains the entire agreement and complete settlement between the Parties and supersedes any and all previous agreements of any kind whatsoever between them, whether written or oral. All prior and contemporaneous discussions and negotiations have been and are merged and integrated into, and are superseded by, this Stipulation.

10. This Stipulation constitutes the good faith settlement and release of all disputed claims, and it is acknowledged and agreed by the Parties that this Stipulation is being entered into by the Parties solely to avoid the burden, expense, delay and uncertainty of further litigation and to fully and finally resolve, settle and dismiss with prejudice, any and all claims of any kind whatsoever, whether known or unknown, which the Town has against Valentine, up to the date this Stipulation is executed by both parties and ratified by the Town, arising out of or relating to his employment, discipline and resignation from the Town.

11. The parties acknowledge and agree that they have, concomitant with the execution of this Stipulation, exchanged mutual Releases. Consideration for these Releases exists in the provisions of this Stipulation, and the terms and provisions of said Releases are hereby incorporated into and are an integral part of this Stipulation.

12. In the event that it is subsequently determined that Valentine owes any taxes with respect to any of the payments to him described in this Stipulation, Valentine expressly acknowledges and agrees that he or his heirs, executors, administrators, successors and

assigns, and not the Town, will be responsible for any such taxes, liabilities, payments or costs, interests and penalties.

13. By the effective date of his resignation, Valentine will return all town property. The Town agrees and specifically represents that Valentine has already returned his firearms, holster and ammunition, two badges (a chest badge and a hat badge) and a portable radio and that these items were in good condition and not damaged. The Town agrees and specifically represents the only town property in the possession of Valentine consists of one police badge (a chest badge), police identification card, Town laptop computer, office keys and keys to the Town. Valentine will return the remaining property to the Town's designee, Donald J. Travisano, who will provide him with a written receipt for all returned property at the time the property is returned to the Town. The designee shall make himself available to Valentine during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday) to effectuate the return of the town property. If the Town claims that any property has not been returned or that any piece of property was damaged, the Town must notify Valentine in writing within 3 days of the property being returned. Upon surrender of Valentine's Police Identification Card, pursuant to past practice, the Town will issue a retired officer's (Chief of Police) identification card to Valentine by the effective date of his resignation.

14. The Parties agree that each is responsible for their own attorneys' fees and costs. Associated with the aforementioned disciplinary actions and this agreement or any agreement fully executed and incorporated by reference herein. The Parties warrant both that they and their Counsel waive and release any claims against the other Party for attorneys' fees and costs, statutory or otherwise, related to the matters covered by this Stipulation, and

LAW OFFICES
SERUZZESE, McDERMOTT,
MASTRO & HURPHY
A PROFESSIONAL CORPORATION
15 GREENWICH BOULEVARD
FID, NEW YORK
JERSEY COUNTRY, N.J. 07030
(908) 590-0770

covenant not to sue or otherwise proceed against the other Party with respect to any such claims for attorneys' fees and/or costs unless otherwise set forth herein.

15. The Parties shall not now or in the future issue any communication, written, verbal or otherwise, that disparages, criticizes or otherwise reflects adversely upon the other regarding the subject matter of this Stipulation.

16. This Stipulation is executed and all consideration is given in final settlement of any and all disputed claims and shall not be construed as an admission of any allegation or of liability by either party.

17. This Stipulation may not be changed orally and no modification, amendment or waiver of any provision contained in this Stipulation, or any future representation, promise or condition in connection with the subject matter of this Stipulation shall be binding upon the Parties hereto unless made in writing and signed by both Parties.

18. In the event that any provision of this Stipulation or the application thereof should be held to be void, voidable, unlawful or, for any reason, unenforceable, the remaining portion shall remain in full force and effect, and, to that end, the provisions of this Stipulation are declared to be severable.

19. This Stipulation is made and entered into, and shall be subject to, governed by and interpreted in accordance with the laws of the State of New Jersey, without regard to principles of conflict of laws.

LAW OFFICES
ANTHONY J. McDERMOTT
MASTRO & HUNTER
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
ED. BOX 119
LUXEMBOURG, N.J. 07000
(908) 262-1110

20. The Parties agree that each is responsible for their own attorneys' fees and costs. The Parties warrant both that they and their Counsel waive and release any claims against the other Party for attorneys' fees and costs, statutory or otherwise, related in any way to the matters covered by this Stipulation, and covenant not to sue or otherwise proceed against the other Party with respect to any such claims for attorneys' fees and/or costs unless otherwise set forth herein.

21. The parties agree that neither this Stipulation nor any portion hereof is assignable. The parties represent, warrant and covenant to each other that he/they have not previously assigned or transferred, or purported to assign or transfer, to any individual or entity, any of the rights, claims, demands or causes of action being released herein, and agree that no such assignment or transfer may occur without a written consent executed by both parties, and any attempt to do so shall be void.

22. Valentine certifies that he has read the terms of this Stipulation, he has been advised to consult with an attorney of his choice and at his expense about the terms of this Stipulation and that he understands them in full.

23. Likewise, the Town certifies that it has read the terms of this Stipulation, has consulted with its attorney, at the Town's expense, about the terms of this Stipulation and that the Town understands them in full.

EXHIBIT A

AGREEMENT

BETWEEN

THE TOWN OF DOVER

and

THE POLICEMEN'S BENEVOLENT ASSOCIATION
DOVER NO. 107
(SUPERIOR OFFICERS ASSOCIATION)

January 1, 2012 through December 31, 2014

COHEN, LEDER, MONTALBANO & GROSSMAN, LLC
Attorneys for The Policemen's Benevolent
Association Dover Local No. 107
(Superior Officers Association)
1700 Galloping Hill Road
Kenilworth, N 07033
(908) 298-8800

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ARTICLE XIII - HOSPITALIZATION

Section 1. Hospitalization, Medical-Surgical, Major-Medical (\$250.00 deductible for single; \$500.00 deductible for family), a Prescription Drug Plan and Dental Plan are provided to all employees, and their dependents, working twenty-five (25) hours or more per week. (See Appendix A and B). An employee becomes eligible for enrollment on the 1st day of the month following sixty (60) days of service. The premiums for the above plan are paid for in full by the Town of Dover subject to the mandatory legislation (Chapter 78, Pt. 2011). If an employee retires after fifteen (15) years of service, he/she is eligible for the same coverage with the employee paying the premium to the Town. For the purpose of determining years of service for this Article only, it shall be deemed equivalent to the credited years of service of the employee under the retirement system.

Section 2. When retiring and after twenty-five (25) years of service and was hired prior to January 1, 2009, the Town will continue to pay the premium for an employee and his family's insurance coverages specified above. Additionally, a police officer with at least ten (10) years of police service who becomes disabled and retires on a disability pension as is defined by the Police and Fire Retirement System shall be allowed to remain a member of the group insurance programs maintained by the Town of Dover at the sole cost and expense of the Town of Dover during the period of the former officer's retirement. For the purpose of determining years of service for this Article only, it shall be deemed equivalent to the credited years of service of the employee under the retirement system.

Where a retiree is reemployed and said other employer maintains a program of medical insurance for its employees, the Town of Dover shall not be obligated to maintain hospitalization during the period of such other employment only.

Section 3. The Employer shall have the right to change insurance carriers during the term of this agreement so long as substantially similar benefits are provided. If the Association does not believe that the change is substantially similar, the parties have the right to discuss the possibilities of agreeing to conditions which would make the plan substantially similar. If the parties cannot agree on the issue of "substantially similar benefits", this issue shall be immediately submitted to arbitration under the provisions set forth in Article XVI of this agreement.

Section 4. The surviving spouse of a retired employee who retires with at least twenty-five (25) years of accredited service who is covered by the Town of Dover hospitalization, medical-surgical and prescription drug plans, may continue to maintain the Town of Dover employees health coverage provided that said spouse pays the cost of such coverage.

Section 5. In the event of your death while insured, Medical Care Benefits will be continued for your family members who are insured at that time. The benefits continued will be the same as those in force at the time of your death and will be provided without payment of premium. The insurance of all family members will be continued for the two (2) years from the date of your death but not beyond a period of 180 days after your death, if your surviving spouse remarries within that period, or beyond the date your surviving spouse remarries within that period, or beyond the date your surviving spouse remarries if the remarriage takes place more than 180 days after your death.

A) Beyond the period as outlined above, elder spouse and their eligible dependents may continue coverage, if they make required contribution and have no other coverage available to them.

Section 6. The Town agrees to pay the cost of Medicare, Part B for all retirees. The

payment by the Town shall be at a rate based upon the member's police pension only.

ARTICLE XXII - TERM AND RENEWAL OF AGREEMENT

This Agreement shall have a term from January 1, 2012 through December 31, 2014, then this Agreement shall continue in full force and effect until a successor agreement is executed.

ATTEST:

Margaret J. Veiga

THE POLICEMEN'S BENEVOLENT
ASSOCIATION, DOVER LOCAL NO. 107
(SUPERIOR OFFICERS ASSOCIATION)

[Signature]
Frank Copping
[Signature]
Barry Young

ATTEST:

Margaret J. Veiga

TOWN OF DOVER

By: *[Signature]*
James Dodd, Mayor

ATTEST:

APPENDIX "A"

APPENDIX “B”

The prescription co-pays shall be:

Date	Name Brand	Generic	Formulary
Effective 1/1/04	20	6	20
Effective 1/1/05	25	8	20
Effective 1/1/06	25	8	20
Effective 1/1/07	35	10	25
Effective 1/1/08	40	15	30

The co-pays under the Aetna Plan shall be:

Date	Co-Pay
Effective 1/1/04	5
Effective 1/1/05	10
Effective 1/1/06	15
Effective 1/1/07	15
Effective 1/1/08	20

The co-pays under the Section 20 plan shall be:

Date	Co-Pay
1/1/04	20
1/1/05	25
1/1/06	30
1/1/07	30
1/1/08	35

WHEREFORE, intending to be legally bound, the Parties have agreed to the
aforesaid terms and indicate their agreement by signing same below.

Harold Valentine

Harold Valentine

Subscribed and sworn to before me
this 16 day of Nov, 2015.

Claudia Palermo-Ardila

A Notary Public of the State of New Jersey
CLAUDIA PALERMO-ARDILA
A Notary Public of New Jersey
My Commission Expires AUG 10, 2019

The authority to execute this document by the Town Administrator can only be
provided to him by Resolution of the governing body. By executing this document below, the
Town represents that Donald J. Travisano, Town Administrator of the Town, has been duly
authorized by resolution of the governing body to execute this document.

Town of Dover

By:

[Signature]
Donald J. Travisano Town Administrator

Subscribed and sworn to before me
this 13 day of November, 2015.

Tara Pettoni

A Notary Public of the State of New Jersey

TARA PETTONI
Notary Public, State of New Jersey
No. 50002461
My Commission Expires 8/29/19

GENERAL RELEASE AND WAIVER

The TOWN OF DOVER ("Dover"), having agreed to settle all outstanding claims against HAROLD VALENTINE ("Valentine"), hereby provides the following General Release and Waiver ("Release"). The terms of the Release are as follows:

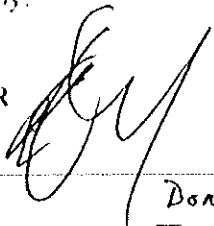
1. Dover acknowledges and agrees that specific consideration for this Release is provided by the provisions of the attached Stipulation of Settlement, which is hereby integrated into this Release. Dover's Release includes the Town of Dover, its current and former elected officials, officers, directors, agents/administrators, employees, agents, insurers, independent contractors and benefits plans, and all of their predecessors and successors.
2. Dover agrees to immediately dismiss with prejudice any claims which Dover has already brought and which are currently pending or contemplated against Valentine.
3. Without limiting the scope of the foregoing provision in any way, Dover specifically releases any and all claims known and unknown arising out of any aspect of Valentine's employment with Dover. This Release shall apply to all known and unknown claims the Town has against Valentine up to and including the day of the Stipulation or execution of this document by all parties and ratification by the Town, whichever is later.

LAW OFFICES
AFRUTZESE McDERMOTT
HASTED & RURENY
A PROFESSIONAL CORPORATION
111 INDEPENDENCE BOULEVARD
FLORENCE, AL 37603
TEL: 615-262-1111
FAX: 615-262-1111

This page reviewed by:

TOWN OF DOVER

By: _____


Donald J. Trivisano
Town Administrator

Dated: 11/13/15

4. Dover acknowledges and agrees that Valentine may initiate a legal action to enforce the provisions, or any one of them, of this Release.

This page reviewed by:

TOWN OF DOVER

By:



Donald J. Travisano
Town Administrator

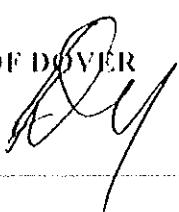
Dated: 11/13/15

Law Offices
AFRIZZESE McDERMOTT
MASTRO & BURNETT
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
PO BOX 118
DUNELLEN, NJ 07828
(908) 563-1778

ACKNOWLEDGEMENT

DOVER HAS CAREFULLY READ AND FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF THIS RELEASE. BY THE ADMINISTRATOR'S SIGNATURE BELOW DOVER DEMONSTRATES ITS ACKNOWLEDGEMENT OF AND AGREEMENT TO EACH AND EVERY TERM OF THIS RELEASE. DOVER ACKNOWLEDGES THAT IT HAD THE OPPORTUNITY TO REVIEW THIS RELEASE WITH LEGAL COUNSEL AND/OR ANYONE ELSE OF ITS CHOOSING, AND TO DISCUSS WITH EACH SUCH PERSON THE TERMS AND CONDITIONS OF THIS RELEASE AND ITS RIGHTS UPON EXECUTION. NO REPRESENTATIONS CONCERNING THE TERMS OR EFFECT OF THIS RELEASE AND NO PROMISES, INDUCEMENTS, AGREEMENTS OR UNDERSTANDINGS OF ANY KIND WERE MADE TO DOVER OR WITH DOVER BY VALENTINE OR HIS ATTORNEYS TO CAUSE DOVER TO AGREE TO THE TERMS OF THIS RELEASE OTHER THAN AS SET FORTH IN THE DOCUMENT. THE AUTHORITY TO EXECUTE THIS DOCUMENT BY THE TOWN ADMINISTRATOR CAN ONLY BE PROVIDED TO HIM BY RESOLUTION OF THE GOVERNING BODY. BY EXECUTING THIS DOCUMENT BELOW, THE TOWN REPRESENTS THAT DONALD J. TRAVISANO, TOWN ADMINISTRATOR OF DOVER, HAS BEEN DULY AUTHORIZED BY RESOLUTION OF THE GOVERNING BODY TO EXECUTE THIS DOCUMENT.

TOWN OF DOVER

By: 

TOWN ADMINISTRATOR

Dated: 11/13/15

Law Offices
APRUZZESE, McDERMOTT,
HASERO & HURPHY
A PROFESSIONAL CORPORATION
25 Independence Boulevard
PO Box 119
Lewiston, Maine 04201
Tel: 207.564.1774

STATE OF NEW JERSEY :
:SS:
COUNTY OF MORRIS :

I CERTIFY that on November _____, 2015, DONALD J. TRAVISANO, THE ADMINISTRATOR OF TOWN OF DOVER personally came before me and acknowledged under oath, to my satisfaction that:

1. This person is the Town Administrator of TOWN OF DOVER, the municipal corporation named in this document.
2. This person is the attesting witness to the signing of this document by Donald J. Travisano, the proper corporation officer who is the Town Administrator of the municipal corporation.
3. This document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution to Town Council.
4. This person knows the proper seal of the municipal corporation which was affixed to this document.
5. This person signed this proof to attest to the truth of these facts.

TOWN OF DOVER

By: _____

TOWN ADMINISTRATOR

Signed and Sworn to
before me this 13 day
of November, 2015.

Tara Pettoni

Notary Public of the State of New Jersey

4

TARA PETTONI
Notary Public, State of New Jersey
No. 50002461
My Commission Expires 8/29/19

Law Offices
ANTHONY MCDERMOTT
MASTRO & HUBERT
A PROFESSIONAL CORPORATION
20 Independence Boulevard
PO Box 119
Liberty Corner, N.J. 07938
(908) 980-1118