

**AGREEMENT BETWEEN THE BOROUGH OF GLEN ROCK
AND GLEN ROCK POLICE CHIEF FREDERICK P. STAHMAN**

THIS AGREEMENT made and entered into this 2nd day of December

2015, between the Borough of Glen Rock, New Jersey, hereinafter referred to as
"Borough", and Glen Rock Police Chief Frederick P. Stahman, hereinafter referred to as
"Chief".

WITNESSETH

WHEREAS, the Chief and the Borough recognize that it will be beneficial to
both parties if all benefits and conditions of retirement are mutually agreed to by the
parties and are memorialized in the form of this contract prior to the Chief's
announcement of retirement; and,

WHEREAS, the parties desire hereby to record these benefits and conditions on
retirement into a contract that deals with the financial rights and other retirement rights,
privileges and obligations which arise out of the service of Chief Stahman to the Borough
of Glen Rock; and,

NOW THEREFORE, in consideration of the promises and the covenants
contained herein, the Borough and the Chief hereto further agree as follows:

I
INSURANCE COVERAGE

Upon retirement, or separation from service with the Borough, the Borough shall
provide, at no cost to the Chief, medical insurance coverage for the Chief and his
dependents and such coverage shall not be less than the coverage enjoyed by other
members of the Borough's Police Department and said insurance coverage shall be
provided as though the Chief were still employed by the Borough. At no time during the

Chief's period of retirement shall the Chief receive less medical coverage than is received by any other member, or members, of the Glen Rock Police Department.

The Borough shall maintain dental coverage for the Chief and his dependents at levels not less than those given to other members of the police department. The Chief shall maintain this benefit upon and during retirement from the Borough's police department. However, upon retirement, the Chief shall contribute an amount that is equal to fifteen (15%) percent of the cost of the dental plan's premium.

Life Insurance shall be maintained at current levels as provided by PFRS during the course of his active employment.

II **UNUSED SICK TIME, VACATION TIME and TERMINAL LEAVE PAYMENTS** **and OTHER PAYMENTS**

Prior to the beginning of the Chief's retirement, the Chief shall be eligible for, and permitted to take as paid time off, sixty (60) days of paid terminal leave. During the period of terminal leave the Chief shall not report for duty. During such period of terminal leave the Chief shall be paid bi-weekly at his current rate of daily pay and enjoy all the benefits that are currently provided to the Chief as if the Chief were reporting to duty.

The Chief shall be paid the current balance of eighteen (18) vacation days for the calendar year of 2015. This payment shall be received on or before December 31, 2015.

As per past practice the Chief shall also be paid for the three (3) remaining holidays for calendar year 2015 and payable in the last payroll period of 2015.

The Chief shall be compensated for twenty-five (25) days of vacation for the calendar year 2016. The payment for the 2016 vacation days shall be received on or before March 1, 2016.

The Chief shall be paid the total amount of his earned education credits for the year 2016. This payment shall be received on or before March 1, 2016.

The Chief shall be paid for six (6) holidays for the calendar year 2016. This payment shall be received on or before March 1, 2016.

The Chief shall be paid for three (3) personal days for the 2016 calendar year. This payment shall be received on or before March 1, 2016.

The Chief shall be paid his annual uniform allowance in the amount of nine hundred and fifty (\$950.00) dollars. This payment shall be received on or before March 1, 2016.

III

PROCEDURE AND SCHEDULE OF CHIEF'S SEPARATION FROM SERVICE

Upon the execution of this agreement the Borough and the Chief agree that the Chief shall immediately initiate his retirement process through the New Jersey Police and Firemen's Retirement System (hereinafter the "PFRS"). The Chief's official retirement date shall be March 1, 2016.

The parties acknowledge that the Chief is currently out on sick leave. The parties agree that the Chief shall be permitted to return to full duty on December 15, 2015 and perform the duties of the Chief of Police up to the Borough's re-organization meeting date. Upon that date the Chief shall begin his period of terminal leave.

Prior to the Chief's March 1, 2016 retirement date the parties agree that the Chief shall go on terminal leave beginning on the date of the Borough's re-organization

meeting in 2016. The use of said terminal leave shall continue up to and include February 29, 2016.

The Chief's retirement date shall be March 1, 2016.

IV ADDITIONAL PROVISIONS

Each party acknowledges that he or she has read the Agreement in its entirety prior to signing. Each party further acknowledges being fully informed as to his or her legal rights and obligations.

It is expressly understood that, notwithstanding the provisions of this Agreement, there have been no collusive agreements whatsoever made either orally or in writing, or any representations by one party to the other with respect to the enforcement of the terms of this Agreement.

The Borough shall supply the Chief with necessary legal advice and counsel in the defense of any charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney may be made by the Chief, subject to the approval of the Borough, and such approval shall not be unreasonably withheld by the Borough. The Borough shall similarly be responsible for indemnification and counsel in connection with any and all claims, except those claims arising out of intentional acts or omissions, including compensatory and punitive damages, for any and all actions that arise out of the Chief's service to the Borough of Glen Rock that have been filed prior to, or subsequent to, the execution of this agreement.

The Borough of Glen Rock and Chief Stahman each acknowledge they are entering into this Agreement voluntarily, without threat, force, coercion or duress being placed upon their informed consent by any person or entity.

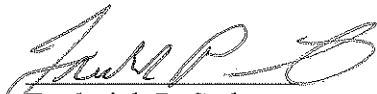
The parties acknowledge that they have each been represented by counsel with respect to the drafting and execution of this Agreement. Chief Stahman has been represented by Patrick J. O'Dea, Esq., of the Maneri Law Firm, L.L.C., 30 Two Bridges Road, Suite 260, Fairfield, NJ 07004 and the Borough of Glen Rock has been represented by Dennis Calo, Esq., Hartmann Doherty Rosa Berman & Bulbulia, 65 Rt. 4 East River Edge, N.J. and Robert L. Garibaldi, Jr., Esq., Garibaldi & Garibaldi, L.L.C., 266 Harristown Road - Suite 306, Glen Rock, NJ 07452. Both parties specifically indicate their satisfaction with the services of counsel, and further state that they have had an adequate opportunity to discuss this Agreement, its provisions, and the effects thereof with respective counsel, and that all questions regarding the same have been answered to their satisfaction.

V LENGTH OF AGREEMENT

This Agreement shall be effective beginning from when signed by all parties and continuing through and including March 1, 2016.

Upon the retirement of the Chief the provisions for the Chief's health care coverage and all other rights and privileges and benefits called for herein shall then be implemented.

This Agreement shall take effect as of the last date upon which any party to this Agreement executes such.


Frederick P. Stahman,
Chief of Police

12-02-15
Date


Lenora Benjamin
Glen Rock Borough Administrator

12-2-15
Date