

**AGREEMENT BETWEEN THE BOROUGH OF GLEN ROCK
AND GLEN ROCK POLICE OFFICER-IN-CHARGE DANIEL DOUR**

THIS AGREEMENT made and entered into this 27th day of October, 2016,
between the Borough of Glen Rock, New Jersey, hereinafter referred to as "Borough", and
Glen Rock Police Officer-in-Charge Daniel Dour, hereinafter referred to as "OIC Dour".

WITNESSETH

WHEREAS, OIC Dour 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 OIC Dour'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 OIC Dour to the Borough of
Glen Rock; and,

NOW THEREFORE, in consideration of the promises and the covenants
contained herein, the Borough and OIC Dour 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 OIC Dour, medical insurance coverage for OIC Dour 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 OIC Dour were still employed by the Borough. At no time during OIC
Dour's period of retirement shall OIC Dour 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 OIC Dour and his dependents at levels not less than those given to other members of the police department. OIC Dour shall maintain this benefit upon and during retirement from the Borough's police department. However, upon retirement, OIC Dour 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 OIC Dour's retirement, OIC Dour shall be eligible for, and permitted to take as paid time off, one (1) day of paid terminal leave.

OIC Dour shall be paid the current balance of twenty-two (22) vacation days for the calendar year of 2016. This payment shall be received on or before November 1, 2016.

As per past practice, OIC Dour shall also be paid for seven (7) holidays for calendar year 2016 and payable in the last payroll period of 2016.

OIC Dour shall be paid for three (3) personal days for the 2016 calendar year. This payment shall be received on or before November 1, 2016.

OIC Dour shall be paid his annual uniform allowance in the amount of six hundred and ninety-four (\$694.00) dollars. This payment shall be received on or before November 1, 2016.

III. PROCEDURE AND SCHEDULE OF OIC DOUR'S SEPARATION FROM SERVICE

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

Lt. Dour is eligible to work traffic details from August 31, 2016 until October 31, 2016. These include Department traffic overtime details.

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 OIC Dour 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 OIC Dour, 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 OIC Dour'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 OIC Dour 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. OIC Dour has been represented by Ravinder Bhalla, Esq., of Florio Perrucci Steinhardt & Fader, LLC, 218 Route 17N, Rochelle Park, New Jersey 07662, and the Borough of Glen Rock has been represented by Douglas Bern, Esq., of Rubenstein, Meyerson, Fox, Mancinelli, Conte & Bern, P.A., 90 West Palisade Avenue, Englewood, New Jersey 07601. 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 OIC Dour's retirement date.

Upon the retirement of OIC Dour, the provisions for OIC Dour'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.

[SIGNATURE PAGE TO FOLLOW]



Lt. Daniel Dour
Officer-in-Charge

10/27/16

Date



Bruce Packer, Mayor
Borough of Glen Rock

10/27/16

Date