

RESOLUTION 23-204A

RESOLUTION AUTHORIZING SETTLEMENT AND RELEASE AGREEMENT TO RESOLVE A PENDING PERSONNEL MATTER

WHEREAS, the Township employs Jill Tripodi as Human Resources Administrator in the Manager's Office of the Township; and

WHEREAS, on or about April 24, 2023, the employee was provided with notice of a completed personnel investigation based upon alleged actions of the employee occurring in January 2023; and

WHEREAS, prior to issuing any action, the parties agreed to resolve all outstanding issues pertaining to this event; and

WHEREAS, the parties wish to fully resolve any and all issues arising out of this event, and any related claims and defenses, pursuant to the terms and conditions set forth in a settlement and release agreement; and

WHEREAS, under the circumstances, the Township has determined that it is in the Township's best interests to resolve the matter amicably, and is taking this action solely as a matter of business judgment and at the recommendation of its legal counsel.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Howell, County of Monmouth, hereby approves the attached Settlement and Release Agreement with Human Resources Administrator Jill Tripodi and accepts her resignation; and

BE IT FURTHER RESOLVED that the Mayor or appropriate Township Officials are hereby authorized to sign any documents necessary to implement and effectuate this settlement; and

BE IT FURTHER RESOLVED the Township's Finance and Payroll Department are hereby authorized to issue checks as directed within the settlement document.

COUNCIL	MOTION	2 ND	AYES	NAYS	ABSTAIN	ABSENT
Councilwoman Fischer			X			
Councilman Gasior		X	X			
Councilman Nadel			X			
Deputy Mayor O'Donnell	X		X			
Mayor Berger			X			

I, Diane Festino, Municipal Clerk of the Township of Howell, in the County of Monmouth, State of New Jersey, hereby certify this to be a true copy of the action of the Mayor and Township Council, at its Meeting held May 9, 2023. WITNESS my hand this 10th day May 2023.

Diane Festino

Diane Festino, RMC
Municipal Clerk
Township of Howell

SETTLEMENT AND RELEASE AGREEMENT

In re Jill Tripodi

This Settlement and Release Agreement (hereinafter referred to as the "Agreement") is entered into this 9th day of 2023, by and between the employee, Jill Tripodi (hereinafter referred to as "Jill Tripodi," Tripodi," or "Employee") and the Township of Howell (hereinafter referred to as "the Township," or the "Employer").

WHEREAS, the Township employs Jill Tripodi as Human Resources Administrator in the Mange's Office of the Township; and

WHEREAS, on or about April 24, 2023, Employee was provided with notice of a completed personnel investigation based upon alleged actions of Employee occurring in January 2023; and

WHEREAS, prior to issuing any action, the parties agreed to resolve all outstanding issues pertaining to this event; and

WHEREAS, the Parties wish to fully resolve any and all issues arising out of this event, and all related claims and defenses, including any and all grievances by and between them pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the Parties hereby agree to the following terms as full and final settlement of the above matters:

1. This Agreement sets forth all of the terms and conditions of the Parties' agreement for good and valuable consideration, the receipt of which is hereby acknowledged.
2. In lieu of the Employer pursuing formal actions against the Employee, the Employee will resign in good standing, and be immediately relieved of all duties relative to the position of Human Resources Administrator. The Township of Howell will certify any request for retirement through the pension in good standing.
3. Upon execution of this agreement, the employee will serve an irrevocable letter of resignation to the Township Manager effective April 25, 2023.
4. The Township will pay Jill Tripodi one month of salary based upon the annual pensionable salary of \$91,019.00 to be paid in two separate payroll checks in May 2023 less normal payroll deductions and employee health benefit contributions for the calendar month of May 2023. The Employee understands that no part of this payment is going to be withheld or directed towards the employee's pension.
5. The Employee shall be compensated for accrued but unused vacation, and accrued compensatory time, if any. Payment for compensatory time and unused vacation time will be paid in a supplemental check to the employee.

6. The Township will maintain the Employee's health benefits for May of 2023. The employee's contribution to her health benefits will be deducted from the payroll checks identified in paragraph 4. Employee's health benefits shall terminate on May 31, 2023 unless extended through COBRA at the sole expense of the employee.
7. The employee has elected not to continue her supplemental health coverage through Colonial; therefore, no deductions to the payment in paragraph 4 will be made by the Township for this plan.
8. The Township agrees not to contest unemployment benefits if the employee applies for the same.
9. Employee waives any right to challenge in any forum whatsoever the possible disciplinary action or the resignation specified in paragraph #2 under any applicable appeal procedure. Employer waives any right to take any action against Employee in any forum whatsoever.
10. In the event that a potential employer contacts Employer regarding the employment of Employee, Employer will verify the employee's name, dates of employment, job title, department and final salary. No other information will be released by Employer, unless required by law.
11. In further consideration of this Agreement and the mutual promises made herein, both parties hereby agree that they shall not make any disparaging statements (oral, written, or electronic), whether direct or implied, about each other.
12. In exchange for the consideration set forth in Paragraphs 4, 5, 6, and 7, the sufficiency of which is hereby acknowledged, employee hereby waives, releases and discharges any and all claims or rights that she has or may have against Employer, Township of Howell, and any and all other officers, employees, representatives, agents, successors and assigns of Township (collectively, the "Released Parties"), including any claim for attorneys' fees, costs or other monetary relief, relating to the facts and circumstances of her employment with the Township. This waiver, release and discharge includes, without limitation all claims which Employee may have regarding discrimination on any basis, any federal or state civil rights law, any alleged violation of the Age Discrimination in Employment Act, as amended; the Older Worker Benefits Protection Act; Title VII of the Civil Rights Act of 1964, as amended; Sections 1981 through 1988 of Title 42 of the United States Code; the Civil Rights Act of 1991; the Equal Pay Act; the Americans with Disabilities Act; the Rehabilitation Act; the Family and Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act of 1974, as amended; the Worker Adjustment and Retraining Notification Act; the National Labor Relations Act; the Fair Credit Reporting Act; the Occupational Safety and Health Act; the Uniformed Services Employment and Reemployment Act; the Employee Polygraph Protection Act; the Immigration Reform Control Act; the retaliation provisions of the Sarbanes-Oxley Act of 2002; the False Claims Act; the New Jersey Law Against Discrimination; the New Jersey Conscientious Employee Protection Act; the New Jersey Family Leave Act; the New Jersey Wage and Hour Law; the New Jersey Equal Pay Law; the New Jersey Occupational Safety and Health Law; the New Jersey Smokers' Rights Law; the New Jersey Genetic

Privacy Act; the New Jersey Fair Credit Reporting Act; New Jersey Wages and Hours Law, disability benefits laws, the United States Constitution, the New Jersey Constitution; and/or any other alleged violation of any federal, state or local law, regulation or ordinance; any claim based on contract, implied contract, collective bargaining agreement, tort law, personal injury, or public policy, including but not limited to any claim for wrongful discharge, back pay, vacation pay, sick pay, personal day pay, wages, attorneys' fees, costs, and/or future wage loss. Employee does not waive or release any claim that cannot be waived or released as a matter of law.

13. At the same time she executes this agreement, Employee agrees to return to the Township any Township property in her possession including any files, keys, and issued equipment and uniforms.

14. Employer will provide employee with a copy of her personnel file within 15 days of signature of this agreement.

15. This Agreement is executed and all consideration is given in final settlement of disputed claims and shall not be construed as an admission of an allegation or of liability by the Township or by Jill Tripodi. Any such liability is expressly denied by the parties. It is understood between and among all parties hereto that the terms of this Agreement shall not have any precedential effect or constitute binding practice by the township. 15. This Agreement may not be modified, altered, changed, discharged, terminated, or waived, except upon express written consent of the Parties.

16. The Parties agree that if any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall be fully enforceable.

17. The Parties acknowledge that they have entered into this Agreement voluntarily and hereby sign it without duress or coercion.

18. This Agreement shall be governed by the laws of the State of New Jersey.

19. This Agreement contains the entire agreement between Employee and the Township with respect to the subject matter of Human Resources Administrator and supersedes all prior agreements or understands dealing with the same subject matter.

The Parties hereby acknowledge their agreement to the terms and conditions set forth above by signing below.

Employee

Jill Tripodi

By: 

Dated: 5/5/23

Witness: _____

Employer

Township of Howell

By: _____

Dated: _____

Witness: _____

Privacy Act; the New Jersey Fair Credit Reporting Act; New Jersey Wages and Hours Law, disability benefits laws, the United States Constitution, the New Jersey Constitution; and/or any other alleged violation of any federal, state or local law, regulation or ordinance; any claim based on contract, implied contract, collective bargaining agreement, tort law, personal injury, or public policy, including but not limited to any claim for wrongful discharge, back pay, vacation pay, sick pay, personal day pay, wages, attorneys' fees, costs, and/or future wage loss. Employee does not waive or release any claim that cannot be waived or released as a matter of law.

13. At the same time she executes this agreement, Employee agrees to return to the Township any Township property in her possession including any files, keys, and issued equipment and uniforms.

14. Employer will provide employee with a copy of her personnel file within 15 days of signature of this agreement.

15. This Agreement is executed and all consideration is given in final settlement of disputed claims and shall not be construed as an admission of an allegation or of liability by the Township or by Jill Tripodi. Any such liability is expressly denied by the parties. It is understood between and among all parties hereto that the terms of this Agreement shall not have any precedential effect or constitute binding practice by the township. 15. This Agreement may not be modified, altered, changed, discharged, terminated, or waived, except upon express written consent of the Parties.

16. The Parties agree that if any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall be fully enforceable.

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18. This Agreement shall be governed by the laws of the State of New Jersey.

19. This Agreement contains the entire agreement between Employee and the Township with respect to the subject matter of Human Resources Administrator and supersedes all prior agreements or understands dealing with the same subject matter.

The Parties hereby acknowledge their agreement to the terms and conditions set forth above by signing below.

Employee
Jill Tripodi

By: _____

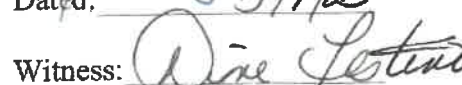
Dated: _____

Witness: _____

Employer
Township of Howell

By:  _____

Dated: 5/9/23

Witness:  _____

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (hereinafter referred to as the "Agreement") is entered into this 15 day of May 2022 between the Township of Howell (hereinafter referred to as "the Township" or "the Employer") and Charles Gimbel (hereinafter referred to as "Charles Gimbel," "Gimbel," or "Employee").

WHEREAS, the Township employs Charles Gimbel as the Sub Code Official in the Department of Community Development; and

WHEREAS, the terms and conditions of Gimbel employment are governed by a labor contract between the Township and the TWU; and

WHEREAS, after negotiations with the Township of Howell and respect to Charles Gimbel's employment as Sub Code Official and the suspension therefrom.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **TERMS.** The Parties agree to the following terms:

a. Gimbel shall resign in lieu of termination effective immediately from the position of Sub Code Official, and shall immediately be relieved of all duties relative to the position of Sub Code Official. The Township of Howell will certify any request for retirement through the pension in good standing. Gimbel shall not be charged for any overage of prorated PTO time that was paid out. The Township will not contest any claims to unemployment. Gimbel shall supply the Township with the signed copy of this agreement, and an irrevocable letter of resignation effective immediately.

b. Non-compliance by either party to this agreement shall release both parties from all obligations set forth herein.

2. **COMPLETE RELEASE.**

a. Charles Gimbel and his heirs, assigns and agents in consideration of the terms described in Paragraph 1 of this Agreement, hereby release, waive and discharge the Township, its affiliated departments, and its officers, elected officials, directors, trustees, agents, employees, attorneys, successors and assigns (hereinafter collectively referred to as "the Releasees") from each and every claim, demand, cause of action, obligation, damage, complaint, expense, compensation or action or writ of any kind, nature, character of description that had, now has, or may in the future have against the Releasees on account of or arising out Charles Gimbel's employment with the Township and his resignation therefrom.

b. Mayor and Council will not, nor will any of its employees or officers, refer or pursue any criminal actions against Charles Gimbel arising from the common nucleus of operative facts occurring from the allegations of Charles Gimbel working a secondary job while on FMLA and a leave of absence or allegations of utilizing Township time and

equipment while working for another municipality.

c. If an independent charging authority becomes aware of any allegations against Mr. Gimbel, and notifies the Township of impending or issued criminal charges stemming from the events referenced in (a) above, the Township or a duly appointed assignee, in hard copy and pursuant to the Victims' Rights Act (N.J.S.A. 52:4B-36, et seq.), shall advise the charging authority:

- i. Of the agreement;
- ii. The matter has been amicably resolved or is in the process of being amicably resolved;
- iii. The Mayor & Council on behalf of the Township, its departments, and divisions, have no desire to pursue criminal charges against Mr. Gimbel; and
- iv. Request that the charging authority dismiss or not pursue any criminal or quasi-criminal charges.

d. This Complete Release includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expense, compensation, or action or writ of any kind, nature, character or description arising out of or under Federal, State or municipal statute or ordinance and any other law (whether such be common law, decisional law or statutory law), rule, regulation, executive order or guideline, collective negotiations agreement and any and all claims for attorneys' fees and costs arising from the above acts, and known to him up and through the date of this Separation Agreement and Release, including, but not limited to any claim, cause of action, demand or complaint arising out of or under:

- i. The New Jersey Law Against Discrimination ("NJLAD") which, among other things, prohibits discrimination in employment on the basis of an individual's race, creed, color, religion, sex, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, handicap, atypical hereditary cellular or blood trait or liability for service in the Armed Forces of the United States.
- ii. Title VII of the Civil Rights Act of 1964 ("Title VII") or the Civil Rights Act of 1991, as amended, which, among other things, prohibits discrimination in employment on account of a person's race, color, religion, sex or national origin.
- iii. The Federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), which, among other things, prohibits discrimination in employment on account of a person's age.
- iv. The Federal Americans with Disabilities Act ("ADA") which, among other things, prohibits discrimination in employment on account of a person's disability or handicap.
- v. The Federal Family and Medical Leave Act ("FMLA") which, among other things, entitles an employee to take reasonable leave for medical reasons for the birth or adoption of a child, and for the care of a child, spouse or parent who has a serious health condition, and any claim, cause of action, demand or

complaint arising under the New Jersey Family Leave Act ("NJFLA").

vi. The Federal Rehabilitation Act of 1973, as amended, which, among other things, prohibits discrimination in employment by Federal contractors against individuals with disabilities.

vii. Any CEPA claim;

viii. The Federal Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which, among other things, regulates pension and welfare plans and prohibits interference with individual rights protected under that statute.

ix. The Federal Older Workers Benefit Protection Act ("OWBPA") which, among other things, amends provisions of ADEA and prohibits discrimination in employment and employment benefits on account of a person's age.

x. The Consolidated Omnibus Budget Reconciliation Act, as amended ("COBRA"), which, among other things, permits employee-funded continuation of health benefits through a group health insurance plan after termination of employment.

xi. The Constitutions of the United States or of the State of New Jersey.

xii. Any Employee Handbook, Personnel Policy, individual contract or collective negotiations agreement.

c. Employee has not filed any claim, charge or complaint of any nature with the New Jersey Division of Civil Rights, the U.S. Equal Employment Opportunity Commission ("EEOC") or with any Federal, State or local court or agency against the Releasees concerning Employee's employment and/or the separation therefrom. Charles Gimbel hereby forfeits and waives any monetary recovery against the Township and/or Releasees which may be ordered by any aforementioned administrative agency and further agrees to pay all costs and expenses incurred by the Township and/or the Releasees, including reasonable attorneys' fees in defending against any action instituted on her behalf in either forum.

3. **RETURN OF TOWNSHIP PROPERTY.** At the same time he executes this agreement, Charles Gimbel agrees to return to the Township any Township property in his possession including any files, keys and issued equipment and uniforms.

4. **COMPLETE AGREEMENT.** This Agreement contains the entire agreement between Charles Gimbel and the Township with respect to the subject matter of Sub Code Official and supersedes all prior agreements or understandings dealing with the same subject matter. There is no agreement on the part of the Township to do anything other than as is expressly stated in this Agreement.

5. **CHOICE OF LAW.** This Agreement shall in all respects be interpreted, enforced and governed by the Laws of the State of New Jersey without regard to its choice of law or conflict of law principles. It is the intent of the Parties that the substantive law of the State of New Jersey shall apply to this Agreement.

5. **MODIFICATION.** No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by the party to be charged.

6. **SEVERABILITY.** Should any provision, except as described in Section 1, of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

7. **EMPLOYEE ATTESTATION.** Charles Gimbel 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. Gimbel represents and warrants that he enters into this Agreement voluntarily, of his own free will, without any pressure or coercion from any person or entity including, but not limited to, the Township and/or the Releasees.

8. **NON-ADMISSION OF LIABILITY.** This Agreement is executed and all consideration is given in final settlement of disputed claims and shall not be construed as an admission of an allegation or of liability by the Township or by Charles Gimbel and any such liability is expressly denied by the parties. It is understood between and among all parties hereto that the terms of this Agreement shall not have any precedential effect or constitute binding practice by the Township.

9. **PRECATORY PHRASES.** The Precatory Phrases ("Whereas Clauses") are not mere recitals but are specifically agreed to by the Parties and are incorporated into this Agreement as if set forth at length herein.

10. **REASONABLE PERIOD OF TIME.** Charles Gimbel agrees that he has been given a reasonable period of time within which to review and consider this Agreement prior to executing this Agreement.

11. **DISPARAGEMENT.** In further consideration of this Agreement and the mutual promises made herein, both parties hereby agree that they shall not make any disparaging statements (oral, written, or electronic), whether direct or implied, about each other.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT EACH HAS READ AND UNDERSTANDS THIS AGREEMENT AND INTENDS TO BE LEGALLY BOUND BY ITS PROVISIONS. ADDITIONALLY, THE PARTIES ARE SIGNING BELOW VOLUNTARILY AND WITHOUT THREAT OR COERCION OF ANY KIND.


Witness


Charles Gimbel

TOWNSHIP OF HOWELL


Brian Geoghegan, Township Manager

05/20/2022
Date