

RETIREMENT AGREEMENT

This Retirement Agreement ("Agreement") is made by and between **JOSHUA MOLINE** ("Moline") and the **BOROUGH OF WOODBURY HEIGHTS** ("Borough") (collectively, the "Parties" or, individually, a "Party").

WHEREAS, Moline is employed by the Borough as its Chief of Police; and

WHEREAS, Moline desires to retire from the Borough effective July 1, 2023; and

WHEREAS, the Parties wish to memorialize the terms and conditions of Moline's retirement from the Borough;

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the Parties agree as follows:

1. RETIREMENT AND TERMS OF PAYMENT.

- (a) **Retirement.** Effective July 1, 2023, Moline will retire from his position of Chief of Police for the Borough of Woodbury Heights in good standing. Within ninety (90) days of same, the Borough will assist Moline, to the extent necessary, with obtaining a retirement badge and ID card. The Borough will cooperate with the retirement process by promptly responding to all requests made by the Police and Fire Retirement System for information or records. From the date of execution of this Agreement until its effective date, Moline shall remain on terminal leave with pay.
- (b) **Payment.** Within thirty (30) days of the Effective Date of this Agreement, the Borough shall pay Moline the sum of one hundred fifty thousand dollars (\$150,000.00). It is understood and agreed that Moline shall be entitled to no other payments or benefits from the Borough except as otherwise provided in this Agreement.
- (c) **Tax Indemnification.** The Borough shall issue a 1099 to Moline for the payment set forth above and shall not make any withholdings. Moline agrees that he is solely responsible for all applicable taxes, if any, as a result of the receipt of these monies. Moline understands and agrees that the Borough is providing no representation for any tax obligations or consequences that may arise from the payment being made under this Agreement. If any action or proceeding shall be instituted against the Borough related to any alleged failure to make withholdings on such monies, the Borough will within five (5) days provide written notice to Moline of the action or proceeding. Moline hereby specifically agrees to defend, indemnify and hold the Borough harmless of and from any such action and for any judgment which may be entered against the Borough for taxes owed by Moline, including costs, penalties, interests, and fees.

2. **RELEASE**. In exchange for the valuable consideration provided in this Agreement, including, but not limited to, the payment described in Section 1(b) hereof, Moline, personally and for his estate and his heirs and/or assigns, waives, relinquishes and forever releases the Borough, its agents, servants, employees, elected officials and/or representatives (present and former) of and from any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that he may have against the Borough, its agents, servants, employees, elected officials and/or representatives (present and former). This general release and waiver includes, but is not limited to, all matters related to and/or arising out of Moline's employment and/or cessation of employment with the Borough, including, but not limited to, any alleged violation of the following:

- The National Labor Relations Act;
- Title VII of the Civil Rights Act;
- Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- the Employee Retirement Income Security Act;
- the Fair Credit Reporting Act;
- the Immigration Reform Control Act;
- the Americans with Disabilities Act;
- the Rehabilitation Act;
- the Fair Labor Standards Act;
- the Occupational Safety and Health Act;
- the Family and Medical Leave Act;
- the Equal Pay Act;
- the Uniformed Services Employment and Reemployment Rights Act;
- Worker Adjustment and Retraining Notification Act;
- Employee Polygraph Protection Act;
- the New Jersey Law Against Discrimination;
- the New Jersey Family Leave Act;
- the New Jersey State Wage and Hour law;
- The New Jersey Conscientious Employee Protection Act;
- the New Jersey Equal Pay Law;
- The New Jersey Occupational Safety and Health Laws;
- the New Jersey Smokers' Rights Law;
- The New Jersey Genetic Privacy Act;
- the Diane B. Allen Equal Pay Act;
- the New Jersey Paid Sick Leave Act;
- New Jersey laws regarding political activities of employees, lie detector tests, jury duty, employment protection, consumer reports, and discrimination;
- Any other federal, state or local civil rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract (express, written or implied), tort, or common

- law;
- Any claims for vacation, sick, compensatory, or personal leave pay or payment pursuant to any practice, policy, handbook or manual of the Borough;
- Any allegation for costs, fees or other expenses including attorneys' fees;
- the Age Discrimination in Employment Act of 1967, 20 U.S.C. Section 621 et. seq., as amended and, the Older Workers' Benefit Protection Act of 1990 as amended.

Nothing in this agreement is intended to (1) waive or release any workers compensation claim made prior to the effective date of Moline's retirement as set forth herein or (2) limit Moline's right to enforce the terms of this Agreement.

3. COVENANT NOT TO SUE.

(a) Moline warrants that he has not filed any civil or administrative complaints of any nature, including but not limited to claims for worker's compensation benefits, against the Borough, its elected officials, agents, servants and/or employees as of the date of the execution of this Agreement. Moline agrees that in exchange for the consideration provided for herein, he shall not file, charge, claim, sue or cause or permit to be filed any civil action, suit, administrative claim, or other legal proceeding seeking personal, equitable or monetary relief on his behalf in connection with any matter concerning the Borough, its elected officials, agents, servants and/or employees. Moline further agrees that should any person, organization or other entity file, charge, claim, sue or cause or permit to be filed any such civil action, suit or legal proceeding, he will not seek or accept any personal relief in such civil action, suit or legal proceeding.

(b) In the event of a violation of this paragraph, Moline agrees that the Borough shall be entitled to immediate dismissal of such civil action, suit or legal proceeding and that he shall be responsible for the payment of the reasonable attorneys' fees and expenses incurred by the Borough.

4. NO RIGHT TO RE-EMPLOYMENT. Moline acknowledges, understands, and agrees that as of the Effective Date of this Agreement, his employment with the Borough shall be irrevocably severed and that he shall not be eligible for re-employment or reinstatement with the Borough. In the event Moline applies for re-employment and/or accepts employment with the Borough, the Borough shall have the right to reject such application and/or revoke any offer of employment and its actions in doing so shall not create a claim of retaliation and/or discrimination. In the event the Borough enters into a Shared Services Agreement for police services with any other municipality on or after July 1, 2023, Moline further acknowledges, understands, and agrees that the terms of this provision shall extend to any such merged police department such that he shall have no right to employment with any municipality with which the Borough has entered into a Shared Services Agreement for police services at any time. The Borough agrees that any such Shared Services Agreement shall not interfere with Moline's right to retire from the Borough effective July 1, 2023.

5. **EFFECTIVE DATE.** This Agreement shall become effective on July 1, 2023.
6. **RETURN OF BOROUGH ISSUED PROPERTY.** Within thirty (30) days of the effective date of this Agreement, Moline shall return any and all Borough issued property including, but not limited to, his service revolver; keys; passcodes to any and all computer systems owned by the Borough; and body worn armor.
7. **NON-DISPARAGEMENT; NEUTRAL REFERENCE.** It is understood and agreed that in the event of an inquiry, the Borough shall give any potential employer of Moline a neutral reference, which shall consist of the following information: rank, dates of service, salary and that the employment was terminated voluntarily by retirement. It is further understood and agreed by the Parties that each shall refrain from making any disparaging remarks or comments whatsoever about each other, including any of the Borough's current or former elected officials, agents, servants and/or employees. This shall include, but is not limited to, any submissions or statements made to any newspapers or periodicals and any statements or postings made online or on the internet on any social media platform including, but not limited to, Instagram, Twitter, MySpace, Facebook, etc. To the extent any such postings exist as of the effective date of this Agreement, Moline hereby agrees to delete and remove same.
8. **INDEMNIFICATION.** The Borough will indemnify and hold Moline harmless of and from all claims or complaints filed against him arising out of the course and scope of his employment as required by State Statute and Borough Ordinance. The Borough and Moline represent that each is unaware of any pending claims, investigations, or complaints against Moline.
9. **APPLICABLE LAW.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. And disputes arising out of and/or relating to this Agreement shall be filed only in the state and/or federal courts in Gloucester County, New Jersey and the Parties consent to jurisdiction of said courts for any such action.
10. **CONSTRUCTION OF AGREEMENT.** This Agreement shall not be construed more strictly against any Party to this Agreement merely by virtue of the fact that the Agreement may have been drafted or prepared by such party or its counsel, it being recognized that all Parties have contributed substantially and materially to its preparation, all Parties have been represented by counsel in this matter, and that this Agreement has been the subject of negotiations between the Parties and is a product of those negotiations. This Agreement also shall not be interpreted as rendering any Party a prevailing party for any purpose, including, but not limited to an award of attorney's fees under any statute or otherwise.
11. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understanding pertaining to the subject matter hereof, and is intended to memorialize the settlement of Plaintiff's claims. Plaintiff represents and acknowledges that, prior to executing this Agreement, he consulted his attorney, that he had ample time to do so, that he obtained the advice of counsel prior to making the decision to execute the Agreement and that he had not relied upon any representation or statement not set forth in this Agreement made by Defendant thereto, or Defendant's counsel or representatives, with regard to the subject matter of this Agreement. No other promises or agreements shall be binding unless in writing between the Parties.

12. **SEVERABILITY.** The parties agree that if any court declares any portion of this Agreement unenforceable, the remaining portion shall be fully enforceable.

13. **AMENDMENTS.** This Agreement may not be amended, changed or modified except in a writing between the Parties. It is expressly understood and agreed that this provision may not be orally amended but must be amended in writing. This Agreement shall be binding on the heirs, executors, and beneficiaries and any successor organization by merger, change of control or operation of law.

14. **NO WAIVER.** The delay or failure of a Party to exercise any right, power or privilege hereunder or failure to strictly enforce any breach or default shall not constitute a waiver with respect thereto and no waiver of any such right, power, privilege, breach or default on any one occasion shall constitute a waiver thereof on any subsequent occasion unless clear and express notice thereof in writing is provided.

15. **COSTS AND FEES.** Moline agrees to bear his own costs and attorney's fees in connection with the negotiation of this Agreement. This Agreement shall not be interpreted as rendering any Party a prevailing party for any purpose, including, but not limited to an award of attorney's fees under any statute or otherwise.

16. **ACKNOWLEDGMENT.** Moline acknowledges that he has read all of the terms of this Agreement and that he has had an opportunity to discuss it with individuals of his own choice, including, but not limited to, independent Counsel. He acknowledges that he is and has been represented by counsel of his own choosing and that he has had an opportunity to review the Agreement with his attorney. Moline further acknowledges and understands that by signing this Agreement and accepting the terms set forth above, he is receiving monies and benefits to which he might not otherwise be entitled but for this Agreement. He understands that he is receiving such benefits as a result of entering into and complying with the terms and provisions of this Agreement and that he executes same voluntarily and knowingly in exchange for the consideration described herein, which is acknowledged to be adequate and satisfactory.

17. **BOROUGH COUNCIL APPROVAL.** The Borough and Moline acknowledge that this Agreement is subject to the approval of Borough Council, and shall not be deemed final and binding upon any party until after it has been formally approved by Council and executed by the Mayor.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement intending it to be effective on the dates indicated below:

JOSHUA MOLINE

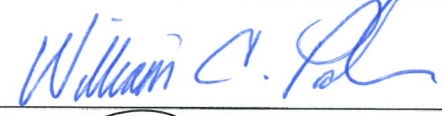
By: 
Joshua Moline

Dated: 5-15-2023

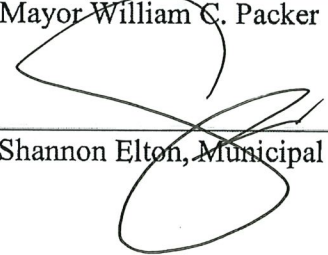
By: 
Witness

Dated: 5-15-2023

BOROUGH OF WOODBURY HEIGHTS

By: 
Mayor William C. Packer

Dated: 6/21/2023

By: 
Shannon Elton, Municipal Clerk

Dated: 6/21/23