

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

BETWEEN: COMMISSIONERS, TOMS RIVER TOWNSHIP BOARD OF FIRE
DISTRICT NO. 1

(Hereinafter referred to as "Commissioners")

AND: BRIAN S. KUBIEL,

(Hereinafter referred to as "Administrator")

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into this day of 17, 2025, by and between the Board of Fire Commissioners, Fire District No. 1, Township of Toms River, New Jersey ("District"), and Brian Kubiel ("Administrator").

1. Term of Employment and Administrative Leave

Kubiel shall continue to serve as Administrator through December 31, 2025. Effective January 1, 2026, Kubiel shall be placed on administrative leave, without requirement of performing duties, through December 31, 2026. Administrator's last day of active employment shall be Friday, December 19, 2025, after which all remaining scheduled workdays in calendar year 2025 shall be deemed vacation days previously approved and credited.

2. Salary and Benefits During Administrative Leave

During calendar year 2026, Kubiel shall receive his full contractual salary as in effect on December 31, 2025, adjusted by the two percent (2%) contractual increase and longevity increment provided in his Employment Contract, payable on the District's regular payroll schedule. Kubiel shall remain enrolled in and receive full health insurance benefits that are the same or substantially equivalent to those provided to him as of the date of this Agreement throughout 2026 as though actively employed. Administrator shall remain eligible to participate in the District's Flexible Spending Account (FSA) program for calendar year 2026, with contributions to be made solely by salary reduction in accordance with applicable law and plan terms. All voluntary insurance policies paid by payroll deduction shall continue through calendar year 2026, provided Administrator continues such elections and applicable deductions can be withheld from his salary.

Administrator's spouse shall remain entitled to health insurance and other benefits through Administrator's retirement, and such benefits shall be the same or substantially equivalent to those provided to Administrator and his eligible dependents as of the date of this Agreement. In the event Administrator becomes deceased prior to December 31, 2026, the District shall continue to honor all salary, benefit, and health insurance obligations under

this Agreement through December 31, 2026, for the benefit of Administrator's spouse.

3. Leave Accruals in 2026

Kubiel shall be credited with a full year's allotment of vacation leave for 2026, consistent with his Employment Contract. Sick, vacation, and all other leave entitlements shall be computed on the basis of a 35-hour workweek, equating to 1,400 hours per year.

4. Retirement and Accrued Leave Payout

Kubiel shall submit an irrevocable letter of retirement effective December 31, 2026. Upon retirement, he shall be entitled to: (a) a lump sum payout of accrued but unused sick leave, capped at \$15,000 in accordance with his Employment Contract; (b) full payout of all accrued but unused vacation leave, computed as provided in Section 3 above; and (c) lifetime medical benefits for Kubiel and his eligible dependents, as provided under his Employment Contract. All payments due to Administrator, including accrued leave and any other compensation, shall be completed and paid no later than the District's final payroll period of calendar year 2026, and shall not be carried over into 2027.

5. Release and Waiver

- a. In consideration of the obligations, covenants, payments and agreements of District set forth herein (including, without limitation, District's obligations with respect to the payments and agreements described above), the sufficiency of which is hereby acknowledged by Kubiel, Kubiel does hereby WAIVE, REMISE, RELEASE AND FOREVER DISCHARGE District, its former, present, and future subsidiaries and affiliates, and their respective officers, directors, trustees, employees, representatives, and agents, and all successors and assigns, heirs, executors and administrators (collectively, the "Releasees"), of and from any and all, and all manner of, actions, causes of action, charges, suits, debts, claims, or demands whatsoever in law or in equity (collectively, "Claims"), including, without limitation, any charges, claims, suits or complaints arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended; the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. (the "ADEA"); the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Employee Retirement Income Security Act; The Family and Medical Leave Act; Worker Adjustment and Retraining Notification Act; The New Jersey Law Against Discrimination, N.J.S.A. § 10:15-1, et seq.; the New Jersey Conscientious Executive Protection Act N.J.S.A. § 34:19-1 to 19-8; the New Jersey Wage and Hour Act, N.J.S.A. § 34-11-56a, et seq.; and any and all other federal, state or local civil rights law or any other local, state or federal statutes, laws, ordinances or regulations; any public policy, contract (express, written or implied), tort, or common law, contract or any other theories now or hereafter recognized, including but not limited to claims for tortious interference with contract, breach of fiduciary duty and breach of contract; any claims for compensatory damages or punitive damages; any claims for paid time off, vacation, sick or personal leave pay or

payment pursuant to any practice, policy, handbook or manual of District; and any claim for attorney's fees or costs, which Kubiel ever had or now has against District for or by reason of, or arising in connection with or in any way related to, any aspect of Kubiel's employment by, or separation of employment from, District, or with respect to any other matter whatsoever, whether known or unknown to Kubiel at the time of the execution of this Agreement, with the sole exception of any claim that District violated its commitments under this Agreement. Kubiel represents that Kubiel has not filed any complaints or charges against District with any federal, state, or local government agency or in any court of law at the time of the execution of this Agreement. Kubiel also represents and warrants that they have not suffered any alleged injury related to the performance of their job duties of which they have not previously advised District and/or its insurer(s).

- b. Likewise, and in the same consideration, **the District does hereby WAIVE, REMISE, RELEASE, AND FOREVER DISCHARGE** Kubiel, and his heirs, executors, administrators, representatives, and assigns, from any and all Claims which the District ever had or now has against Kubiel, for or by reason of, or arising in connection with, any aspect of Kubiel's employment by, or separation of employment from, the District, or with respect to any other matter whatsoever, whether known or unknown to the District at the time of the execution of this Agreement, with the sole exception of any claim that Kubiel violated his commitments under this Agreement.
- c. **Notice of Special Rights Under the ADEA.** In addition to Kubiel's release of the Releasees from any and all Claims which arose up to and including the date of this Agreement, Kubiel further acknowledges with respect to their release of Claims under the ADEA that:
 - i. Kubiel has waived their Claims knowingly and voluntarily in exchange for the Separation Benefits, which are of value, and that Kubiel would not otherwise have been entitled to those benefits;
 - ii. Kubiel is hereby advised in writing by Releasees to consult with an attorney in connection with this Agreement;
 - iii. Kubiel has been given a period of twenty-one (21) days within which to consider this Agreement, but Kubiel understands that Kubiel need not consider this Agreement for that full period before signing it;
 - iv. Kubiel understands that Kubiel may revoke this waiver of claims under the ADEA for a period of seven (7) calendar days following the date Kubiel signs this Agreement and that this Agreement will not become effective until the expiration of the Revocation Period;
 - v. If Kubiel revokes the Agreement, that revocation shall be made by forwarding the document attached as **Exhibit A to: Toms River Board of Fire Commissioners District No. 1, c/o Christopher K. Koutsouris,**

Esquire 520 Stokes Road, Suite B-11, Medford, New Jersey 08055; and

- vi. If Kubiell revokes their waiver of ADEA claims in accordance with the above sub-paragraph, the entire Agreement shall be null and void.
 - vii. This Agreement complies in all respects with section 7(f) of the ADEA, that is, the waiver provisions of the Older Worker Benefit Protection Act.
- d. **Agreement Not to File Claims in Court, Disclaiming Right to Relief for Claims with Agencies, Right to File Claim for Unemployment Compensation.** Kubiell further agrees and covenants that neither Kubiell nor any person, organization or other entity acting on his behalf, has or in the future will file, charge, claim, sue or cause or permit to be filed, charged, or claimed, any action for damages including injunctive, declaratory, monetary or other relief involving any matter occurring at any time in the past up to the date of this Agreement with any local, state or federal court or arbitrator or federal, state or local administrative agency (other than federal , state or local agencies authorized to investigate charges of unlawful employment discrimination as set forth below) involving the effects of any acts or practices which may have arisen or occurred prior to the date of this Agreement. Kubiell further agrees and covenants that neither Kubiell nor any person, organization or other entity acting on his behalf has filed, charged, claimed, sued or caused or permitted to be filed, charged, or claimed, any charge or complaint with the United States Equal Employment Opportunity Commission or any state or local agency authorized to investigate charges or complaints of unlawful discrimination (together, "Agency"). Kubiell understands that nothing in this Agreement bars Kubiell from filing a charge or complaint of unlawful employment discrimination with an Agency, or assisting in an investigation of a charge or complaint of unlawful discrimination by an Agency, neither of which shall constitute a breach of the non-disparagement, confidentiality, or cooperation clauses of this Agreement. If any Agency or court has now assumed or later assumes jurisdiction of any complaint or charge on Kubiell behalf against District, Kubiell agrees and covenants that Kubiell will disclaim entitlement to any relief. Nothing contained in this Agreement is intended to interfere with Kubiell's rights under Section 7 of the National Labor Relations Act.
6. Administrator shall be fully relieved of all Qualified Purchasing Agent (QPA) responsibilities as of his last day of active employment, and the District's bid threshold shall revert to \$17,500.00 until such time as a new QPA is duly appointed. Administrator shall return all procurement cards issued in his name on or before his last day of active employment, and the District shall ensure such cards are canceled immediately upon return to prevent any further use. Administrator shall be relieved of all Open Public Records Act (OPRA) responsibilities as of his last day of active employment, and the District shall ensure that the official website and contact information are updated accordingly on or before such date. The District shall update the official website to reflect the contact information of the person designated to assume responsibility for day-to-day operations no later than close of business on December 19, 2025.

7. **Non-Disparagement.** Kubiel covenants and agrees that Kubiel will not, at any time during or after the separation of his employment with District, disparage or undermine the business or reputation of Kubiel the District or any of its management, employees, officers, trustees, directors, agents, policies, procedures, or services or interfere, or attempt to interfere, with any of its business, government, or community relationships. Kubiel further agrees that a violation of this paragraph shall be deemed a material breach of this Agreement.

The District covenants and agrees that the District will not, at any time during or after the separation of Kubiel's employment with District, disparage or undermine the business or reputation of Kubiel or interfere, or attempt to interfere, with any of Kubiel's business, government, or community relationships. The District further agrees that a violation of this paragraph shall be deemed a material breach of this Agreement.

8. **Non-Disclosure.** Kubiel agrees that, as a condition of this Agreement, Kubiel is precluded from disclosing, directly or indirectly, the existence of this Agreement or the terms and conditions of this Agreement to any person, place, or thing whatsoever, aside from Kubiel's spouse, accountant(s), or attorney(s). Kubiel further agrees that disclosure of this Agreement, its terms and conditions, and specifically the terms relating to Kubiel's obligations and the consideration described above, by Kubiel or anyone acting on Kubiel's behalf, including Kubiel's attorney, shall be deemed a material breach of this Agreement. Should Kubiel be requested to provide a copy of this Agreement to any party by subpoena or court order, Kubiel shall notify District at least fourteen (14) days prior to any return date of any subpoena or upon receipt of any court order. If Kubiel is served or receives any notice or court order within the fourteen (14) day period prior to the return date, Kubiel agrees to immediately notify: **Toms River Board of Fire Commissioners District No. 1, c/o Christopher K. Koutsouris, Esquire 520 Stokes Road, Suite B-11, Medford, New Jersey 08055.**

The District agrees that it shall not, directly or indirectly, disclose, disseminate, publish, or cause to be disclosed any non-public, proprietary, or personal information relating to Kubiel, including but not limited to personnel matters, compensation or benefits, performance evaluations, medical or leave information, or the circumstances of Kubiel's separation from employment, except as may be required in the ordinary course of the District's operations, to comply with applicable law, including OPRA, regulation, subpoena, or court order, or as otherwise necessary to administer District programs and benefits.

9. **Return of Property.** By the Separation Date, Kubiel must return all District property including, without limitation, laptop, ID card, vehicles, access cards or fobs, credit cards, electronically stored documents or files, computers, physical files, and any other District property or information in Kubiel's possession or control, any other materials of any nature pertaining to Kubiel's work, and any documents or data of any description (or any reproduction thereof) containing or pertaining to any proprietary or confidential materials of District. Further, Kubiel agrees not to copy, download or in any other way secure District's business or employee information. Notwithstanding the foregoing, Kubiel shall be entitled to receive and retain a badge and identification cards designating his retired

status.

10. No Admission of Liability and Risk Management. It is further agreed and acknowledged that this Agreement between Kubiel and District as described herein is not and shall not be construed as an admission by Kubiel or District of any violation of any federal, state, or local law or regulation, or of any duty owed by Kubiel and/or District. Kubiel agrees to disclose to District prior to the execution of this Agreement, any and all circumstances of which Kubiel is aware that could result in a claim being asserted against District or any of the Releasees by any governmental agency, employee, or agents, or any third-party payor.

11. Professional Assistance. Each party acknowledges that: (i) it has carefully read this Agreement; (ii) it has had the assistance of legal counsel of its choosing (or such other professionals and advisors as it deemed necessary) in the review and execution of this Agreement; (iii) the meaning and effect of various terms and provisions hereof have been fully explained to it by such counsel; (iv) it has conducted such investigation, review, and analysis as it has deemed necessary to understand the provisions of this Agreement; and (v) it has executed this Agreement of its own free will. This Agreement shall be deemed to be jointly drafted by both parties and, in the event of a dispute, shall not be construed against or in favor of either party on account of its participation in the drafting hereof.

12. Pension Division Approval

This Agreement shall be jointly submitted by the parties' counsel to the New Jersey Division of Pensions and Benefits for review and approval. In the event such approval is not obtained, this Agreement shall be deemed null and void and of no force or effect.

13. Indemnification by the District. The District agrees to indemnify, defend, and hold harmless Kubiel, and his heirs, executors, administrators, representatives, and assigns, from and against any and all claims, demands, causes of action, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to any aspect of Kubiel's employment with the District, the performance of his duties, or the separation of his employment. The District shall not be responsible to indemnify, defend, or hold harmless Kubiel and/or his heirs, executors, administrators, representatives, and assigns for punitive damages against Kubiel for malicious or wanton and willful conduct that occurred during the time of his employment with the District.

14. Captions. The captions of the several paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only. They constitute no part of this Agreement and are not to be considered in the construction hereof.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed one and the same instrument which may be sufficiently evidenced by any one counterpart.

16. Entire Agreement

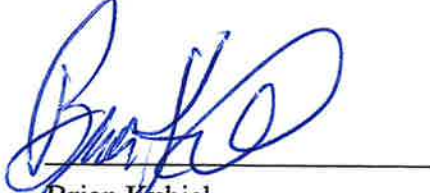
This Agreement, together with the Employment Contract where expressly referenced,

constitutes the full and final understanding between the parties. It may not be modified except by a writing signed by both parties.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey, except as preempted by federal law. Any action to enforce this Agreement shall be brought in the state or federal courts located in Ocean County, New Jersey and the parties' consent to the jurisdiction and venue of said court. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


Brian Kubiel
Board of Fire Commissioners

Fire District No. 1, Township of Toms River

Richard Tutela Chairman

NOTE: Sign this form only if you want to rescind the Agreement