

SEPARATION AGREEMENT AND RELEASE

DAVID FORRESTER, on his own behalf and on behalf of his heirs, executors, administrators, and assigns (hereinafter collectively referred to as "**Forrester**"), and the **TOWNSHIP OF BRICK**, on its own behalf and on behalf of its successors, assigns, elected and/or appointed officials, employees, agents, representatives, attorneys, and insurance carriers, and their successors, heirs and assigns (hereinafter all collectively referred to as "**the Township**"), have reached the within Separation Agreement and Release (hereinafter the "Agreement").

NOW THEREFORE, in exchange for the benefits described herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, and in consideration of the mutual covenants and undertakings set forth herein, Forrester and the Township (collectively, "the parties") hereby agree as follows:

1. **Forrester**, on his own behalf and on behalf of his heirs, executors, administrators, successors and assigns hereby releases and forever discharges **the Township** and all affiliated and related entities and persons, including but not limited to its successors, assigns, elected and/or appointed officials, employees, agents, representatives, attorneys, and insurance carriers, and the estates, executors, administrators and/or heirs thereof (hereinafter all collectively referred to as the "**Township**"), from any and all claims, demands, damages and causes of action, known and unknown, resulting from anything which has happened up to the date **Forrester** executes this Agreement, including claims for attorneys' fees.

Without limiting the foregoing provision in any way, Forrester releases all claims, demands, damages and causes of action relating to or arising out of any conduct of the Township, any aspect of his employment with the Township and/or the cessation of his employment, including, but not limited to all claims under the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq., Title VII of the Civil Rights Act of 1964 and 1991, as amended, 42 U.S.C. § 2000e, et seq. and laws amended thereby; the Civil Rights Act of 1966, 42 U.S.C. § 1981, et seq.; the Civil Rights Statutes contained in 42 U.S.C. §§ 1983, 1985, and 1986 and any related laws; the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq.; the New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1, et seq.; the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq.; the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq.; the New Jersey Family Leave Act, N.J.S.A. 34:11b-1, et seq.; the Federal Family and Medical Leave Act, 29 U.S.C. § 2601, et seq.; the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 791, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.; the Equal Pay Act, 29 U.S.C. § 206(d); the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq.; the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq.; the False Claims Act, 31 U.S.C. § 3729, et seq.; and any other Federal, State or local equal employment opportunity or other laws, regulations, or ordinances; contract; quasi-contract; negligence; interference with contract/business advantage; fraud; defamation; intentional and/or negligent infliction of emotional distress; any common law claim(s) for wrongful employment action; claims for attorney's fees and costs; and any other duty or obligation of any kind or description to the fullest extent permissible by law. Forrester does not hereby waive (1) his right

to enforce this Agreement; (2) any vested rights which he may have under any employer sponsored benefit plan; (3) the right to file any unwaivable charge or complaint (although Forrester does waive and release any right to recover damages in connection with any such charge or complaint relating to anything which has happened up to the date he signs this Agreement); (4) rights or claims that cannot lawfully be released; and/or (5) claims arising after the date Forrester signs this Agreement. In connection with this release, Forrester represents that as of the date of execution of this Agreement, he has not filed a workers' compensation claim against the Township and is unaware of any on-the-job injury or illness that would warrant such a claim. Forrester acknowledges and agrees that, other than what is owed to him in paragraphs 3 and 4 below, he has been fully and timely paid all wages, bonuses, overtime compensation, paid time off, benefits and/or other amounts owed in connection with his employment with the Township through April 14, 2026.

2. Forrester hereby acknowledges that his employment with the Township will end at the close of business on December 31, 2026, by way of resignation from the Township and retirement from PFRS. Forrester will submit his letter of resignation to the mayor, a copy of which is attached hereto as Exhibit A, at the same time that this Agreement is signed, which shall be irrevocable once submitted to the mayor. The resignation letter shall be held in escrow by the Township.

3. In consideration of the terms of this Agreement, the Township agrees to maintain Forrester on administrative leave with pay effective immediately, covering the period of April 14, 2026 – December 31, 2026. The Township will make its share of pension contributions during his leave. During his administrative leave, Forrester shall not report to work. During this period

he will be paid at his current rate of pay at normal Township pay intervals and such pay shall be subject to all applicable withholdings as required by law, including his contributions to his Township-provided health benefits and pension deductions, and will be reported on an IRS Form W-2 for 2026, as applicable. The Township also agrees to pay Forrester the cost of his attorney's fees, upon presentation of a proper certification of services, in an amount not to exceed \$7,500.00.

4. Additionally, the Township shall continue to maintain Forrester in his Township-provided health benefits covering him and his dependents.

5. Forrester acknowledges that the Township's agreement to pay him as set forth in paragraph 3 above is over and above what the Township is legally required to do and is specifically provided to him in exchange for the general release set forth in paragraph 1 above.

6. Following his retirement from PFRS on January 1, 2027, Forrester will be paid \$137,048.93 for all his accrued time within 30 days. The parties acknowledge and agree his accrued time as of December 31, 2026 is as follows:

- a. Accrued sick leave of 282 hours totaling \$39,336.18;
- b. Accrued vacation leave of 400 hours totaling \$55,796.00; and
- c. Accrued compensatory time of 300.50 hours totaling \$41,916.75.

7. Forrester acknowledges and agrees that during his administrative leave with pay he shall not earn or accrue any paid time off or other accrued time or perquisites of employment, and that at conclusion of the payments set forth in paragraph 3 and 6 above no further compensation or benefits of any kind will be due and owing to him, except that the Township

agrees to provide Forrester and his eligible dependents with retiree health benefits at no cost to Forrester.

8. Following Forrester's retirement, the Township will issue a proclamation recognizing his service and tenure with the Township.

9. Forrester will, by the close of business on April 17, 2026 make arrangements to return all materials and equipment in his possession belonging to the Township, including access cards or fobs, any computers, cell phones, his Township vehicle, and any other property of the Township not previously returned. Forrester shall not enter the municipal building without express authorization of the Administrator, unless there to conduct personal business as an ordinary citizen. Forrester shall, after April 15, 2026, not have any right or authority to direct, supervise, oversee or control law enforcement activities or any personnel in the Township.

10. Forrester acknowledges that all determinations regarding pension eligibility, vesting, service credit, and benefits are made solely by the State of New Jersey, Division of Pensions and Benefits. Forrester confirms that he has not relied upon any statement or representation by the Township regarding pension or retirement eligibility in entering into this Agreement, including whether any pension credit will be given to his administrative leave.

11. Should any individual or entity contact Township for a reference regarding Forrester in connection with any future employment opportunities for Forrester, Township shall only provide Forrester's dates of service and that he retired.

12. This Agreement constitutes the entire agreement with respect to the subject matter hereof and shall not be amended, modified or amplified except in writing signed by all parties.

No oral statement of any person shall in any manner or degree modify the terms and provisions of this Agreement.

13. If any of the provisions, terms, clauses, or waivers or release of claims or rights contained in this Agreement are declared illegal, unenforceable or ineffective in a legal forum, such provisions, terms, clauses, or waivers or release of claims or rights shall be deemed severable, such that all other provisions, terms, clauses, and waivers and releases of claims and rights contained in this Agreement shall remain valid and binding upon all parties.

14. This Agreement shall inure to the benefit of and may be enforced by the parties hereto and all of their respective heirs, legal representatives, successors and assigns.

15. The parties further agree that this Agreement will be construed and governed by the laws of the State of New Jersey, without regard to principles of conflicts of law, and hereby submit to the jurisdiction of the Courts of the State of New Jersey with regard to enforcement of this Agreement.

16. Forrester acknowledges that he had the opportunity to consult with an attorney or any person of his choice to review this Agreement; that he has carefully read and fully understands all of the provisions of this Agreement, including the Release contained herein; that he is voluntarily executing this Agreement without coercion or duress and in consultation with a person of his choice, if any; and that he has had adequate time to review this Agreement and the Release contained herein.

17. The parties acknowledge that this Agreement is a joint product and shall not be construed for or against any party on the ground of sole authorship. This Agreement may be executed in multiple originals, each of which shall be considered an original instrument, but all

of which shall constitute one (1) agreement, and shall bind the parties hereto and their successors, heirs, assigns and legal representatives.

18. ADEA WAIVER

Forrester acknowledges that he is releasing all rights and claims arising under the Age Discrimination in Employment Act. To satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f), the parties agree as follows:

a. Forrester acknowledges that he has read and understands the terms of this Agreement.

b. Forrester is hereby advised to consult with an attorney prior to executing this Agreement and was given the opportunity to do so.

c. Forrester acknowledges that he has at least twenty-one (21) days to consider this Agreement, although he may, in the exercise of his own discretion, accept or reject it at any time before the twenty-one (21) days have expired. Forrester acknowledges that he has taken as much time as necessary to consider whether to enter into this Agreement, and has chosen to enter this Agreement freely, knowingly and voluntarily.

d. For a seven (7) day period following the execution of this Agreement, Forrester may revoke this Agreement by delivering a written revocation to the law firm of Apruzzese, McDermott, Mastro & Murphy, labor attorneys for the Township, Attention: Arthur R. Thibault Jr., Esq., 25 Independence Boulevard, Warren, NJ 07059. This Agreement will not become effective or enforceable, and no severance payments will be made until after the end of this revocation period.

Date:

4/16/26

DAVID FORRESTER

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :

SS.:

COUNTY OF :

I certify that on April 16, 2026, David Forrester personally came before me and acknowledged under oath to my satisfaction, that he:

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his act and deed.

Dawn Harriman
Notary Public of the State of New Jersey



FOR TOWNSHIP OF BRICK

By:

Title:

Date:

Janku Bergin

Business Administrator

4-16-26

April 15, 2026

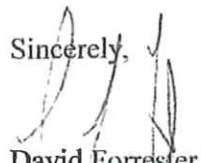
Mayor Lisa Crate
Township of Brick
401 Chambers Bridge Road
Brick, New Jersey 08723

Re: Resignation of Employment

Dear Mayor Crate:

Please accept this letter as my resignation of employment with the Township of Brick. I intend to retire on January 1, 2027, with my last day of employment with the Township on December 31, 2026. Thank you for the opportunity to serve the residents of the Township.

Sincerely,



David Forrester
Chief of Police