

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND COMPLETE RELEASE (hereinafter "Agreement") dated this 12 day of May 2021, is made by and between STEVEN BENEVENTINE ("Beneventine" or "Employee") and the WAYNE TOWNSHIP ("Township" or "Employer"). Beneventine and the Township are collectively referred to herein as the "Parties" and each may be referred to individually and interchangeably as a "party" to this Agreement.

WHEREAS, Beneventine is employed as a Police Officer with the Township Police Department; and

WHEREAS, the Township and Beneventine desire to resolve and reach a full and final resolution of all matters related to the employment relationship between them.

NOW THEREFORE, in consideration of the mutual promises of the parties to this Agreement, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

1. RETIREMENT

a. Effective July 1, 2021, Beneventine shall resign from employment in good standing from the Township. Said resignation shall be considered irrevocable.

b. Upon signing this Settlement Agreement, Beneventine shall provide simultaneously an irrevocable letter of resignation effective July 1, 2021, which is attached hereto as Exhibit A.

c. Beneventine understands and acknowledges that by entering into this Agreement, he is waiving any and all rights to future employment with the Township. Beneventine further agrees that if he violates this provision, the Township shall have the

complete and unfettered right to reject his application for employment immediately and summarily.

d. If the Township or any of its officials are requested to provide an employment reference for Beneventine, there shall be no verbal references. The Township will provide a written response that states Beneventine's dates of employment, positions held, final salary and that he retired in good standing.

e. Beneventine shall be placed on paid administrative leave effective May 12, 2021 through June 30, 2021 and shall exhaust all his accumulated and unused compensatory time, vacation leave and/or personal leave during this period of time. Beneventine shall continue receiving health benefits coverage through June 30, 2021.

f. Beneventine shall not be afforded any other payments, benefits and/or compensation except as what is set forth in this Agreement, and the Township is not obligated to take any other action than is specifically outlined in this Agreement. Beneventine has the right to pursue the continuation of his health benefits through COBRA and will be notified as to his eligibility for COBRA. Any denial of eligibility for COBRA by the insurance carrier and/or the New Jersey Division of Pensions and Benefits shall in no way affect the enforceability of this Agreement or diminish the consideration given therefore.

g. The Township will fully cooperate with any requests of the New Jersey Division of Pensions and Benefits; however, the Township makes no guarantees of the New Jersey Division of Pensions and Benefits ultimate approval of Beneventine's retirement application. Any denial of the retirement application for Beneventine by the New Jersey Division of Pensions and Benefits shall in no way affect the enforceability of this Agreement or diminish the consideration given therefore.

h. This Agreement is entered into with the understanding that it is **without precedent** and shall not be referred to in any other case or matter between the Township or any employee of the Township.

2. COMPLETE RELEASE AND COVENANT NOT TO SUE

In consideration of the Agreement hereinabove, the Employee, his heirs, assigns and agents (hereinafter referred to collectively as "Beneventine") voluntarily enters into this Agreement, and Beneventine certifies that he has not been threatened or coerced into signing this Agreement, on the terms which follow:

a. Beneventine hereby releases, waives and discharges the Township, its affiliated departments, and its officers, trustees, agents, employees, successors and assigns (hereinafter collectively referred to as the "Releasees") from each and every claim, demand, cause of action, obligation, damage, complaint, or action or writ of any kind, nature, character or description that Beneventine had, now has known or unknown, against the Releasees on account of or arising out of any matter or thing that has happened, developed or occurred prior to the date of this Agreement including, but not limited to, the employment of Beneventine. This Complete Release includes, but is not limited to, any claim, demand, cause of action, obligation, claim for damages of any kind, 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, and any and all claims for attorney's fees and costs arising from the above acts including, but not limited to:

i. Any claim, cause of action, demand or complaint arising out of or under 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. Any federal claim, cause of action demand or complaint arising out of or under the Federal Title VII of the Civil Rights Act of 1964 (Title VII) or the Civil Rights Act of 1991, as amended, which, among other things, prohibit discrimination in employment on account of a person's race, color, religion, sex or national origin.

iii. Any claim, cause of action, demand or complaint arising out of or under 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. Any claim, cause of action, demand or complaint arising out of or under 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. Any claim, cause of action, demand or complaint arising out of or under 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 out of under the New Jersey Family Leave Act (NJFLA).

vi. Any claim, cause of action demand or complaint arising out of or under 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 claim, cause of action, demand or complaint arising out of or under 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.

viii. Any claim, cause of action, demand or complaint arising out of or under 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.

ix. Any claim, cause of action, demand or complaint seeking employment, reemployment, or reinstatement of employment with the Township.

x. Any claims, cause of action, demand or complaint alleging a violation of the Township's policies and procedures or any other employment-related tort law or contractual claim not specifically mentioned herein.

b. Beneventine represents that there are no pending lawsuits, charges or other claims of any nature whatsoever by him against the Township and/or the Releasees in any state or federal court, agency or other administrative body on account of or arising out of Beneventine's employment with the Township. Beneventine understands that nothing in this Agreement shall be construed to prohibit him from filing a charge with, or participating in any investigation or proceeding conducted by, the New Jersey Division on Civil Rights, the U.S.

Equal Employment Opportunity Commission (EEOC), or with any other Federal, State or local court or agency. Notwithstanding the foregoing, Beneventine hereby waives any and all rights to recover monetary damages in any charge, complaint, or lawsuit filed by him or by anyone else on his behalf based on events occurring which arose or existed on or before the date on which this Agreement is fully executed.

c. If either party violates any of the terms of this Settlement Agreement and Release, the violating party agrees to pay all costs and expenses of enforcement, including reasonable attorney's fees.

3. **MUTUAL NON-DISPARAGEMENT.**

Beneventine agrees that, in any communications with the press, other media, or any other individual, he shall not criticize, ridicule, or make any statement that disparages or is derogatory of the Township or its employees or elected officials. Likewise, the Township will not criticize, ridicule, or make any statement which disparages or is derogatory of Beneventine.

4. **CONFIDENTIALITY.**

All parties shall not disclose, either directly or indirectly, in any manner whatsoever, any information regarding the existence of the terms or contents of this Settlement Agreement, to any third party, person or organization, including but not limited to, any governmental agency, members of the press and media, present and former officers, employees and agents of the Township and other members of the public. This paragraph shall not preclude the parties from discussing the existence or terms of this Settlement Agreement to governmental authorities who require such information by subpoena duly issued by a court or agency within competent jurisdiction. Additionally, this paragraph shall not preclude the parties from providing copies of this Agreement pursuant to an order and/or request of the New Jersey Government Records

Council (including but not limited to a valid request pursuant to the Open Public Records Act), New Jersey Division of Pensions and Benefits and/or Supreme Court. It shall not be considered a breach of his obligation of confidentiality for Beneventine to make disclosure of the terms of the Agreement to his attorney(s), immediate family members (who shall be expressly advised of, and also be bound by, the same requirement of confidentiality), or accountants in order to obtain private and confidential legal, tax, or financial advice. Beneventine may reveal information concerning this settlement as legally required to his tax accountants and financial advisors and to comply with State and Federal laws with respect to the reporting of income.

5. INDEMNIFICATION.

If either party violates this Agreement in any way, the violating party agrees to pay in addition to all other remedies allowed by law or this Agreement, all costs and expenses incurred as a result of such violation, including reasonable attorney's fees.

6. CONSULTATION WITH ATTORNEY

Beneventine has consulted with his attorney with respect to this Agreement and has reviewed with his Attorney all of the terms and conditions of this Agreement prior to executing this Agreement. Further, Beneventine hereby acknowledges that he is satisfied with the consultation and advice of his Attorney.

7. COMPLETE AGREEMENT.

This Agreement contains the entire agreement between Beneventine and the Township, and each of them, with respect to the subject matter and supersedes all prior agreements, understandings and/or dealings whether written or otherwise with respect to the same subject matter. There is no agreement on the part of the Township to do anything other than what is expressly stated in this Agreement. This Agreement shall in all respects be interpreted, enforced

and governed by the Laws of the State of New Jersey. It is understood between and among all parties hereto that the terms of this settlement shall not have any precedential effect or constitute binding practice.

8. MODIFICATION.

No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by both the Township and Steven Beneventine.

9. SEVERABILITY.

Should any provision 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 part of this Agreement.

10. ATTESTATION.

Beneventine 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. Beneventine represents and warrants that he enters into this Agreement voluntarily, of his own will, without any pressure or coercion from any person or entity including, but not limited to, the Township.

11. REVOCATION.

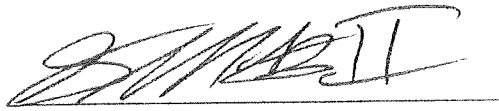
Beneventine may revoke this Agreement within seven (7) days after the date this Agreement is signed by Beneventine. This revocation must take the form of written notice by Beneventine that he intends to revoke this Agreement. This revocation must be provided directly to the Township, c/o Matthew J. Giacobbe, Esq., Cleary Giacobbe Alfieri Jacobs, LLC, 169

Ramapo Valley Road, Upper Level 105, Oakland, New Jersey 07436. This seven (7) day revocation period may not be waived by Beneventine.

12. REASONABLE PERIOD OF TIME.

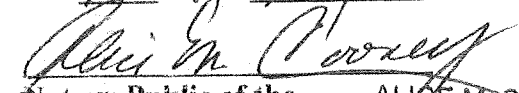
Beneventine agrees that he has been given a reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that he may waive this twenty-one (21) day period by signing in the space provided at the end of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I, Steven Beneventine, hereby agree to the terms and substance of this Agreement by executing same below:


STEVEN BENEVENTINE

DATED: 5/12/21

Sworn and subscribed to before me
this 12th day of MAY 2021


Notary Public of the State of New Jersey ALICE M. COONEY
Notary Public of New Jersey
ID No. 15983
My Commission Expires 03/07/2022

FOR WAYNE TOWNSHIP:


Authorized Representative

DATED: 5-12-21

WAIVER

By signing below, the undersigned hereby irrevocably elects to waive the 21 day period referred to in Paragraph 12 of this Agreement.

Dated: May 12, 2021



Steven Beneventine

Exhibit B

Dear Chief McNiff:

Effective July 1 2021, I am resigning the Wayne Township Police Department. I understand that this resignation is not revocable.

Very truly yours,

A handwritten signature in black ink, appearing to read 'STEVEN BENEVENTINE', with a stylized flourish at the end.

STEVEN BENEVENTINE

DATED: 5/12/21