

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement"), is entered into this 4th day of February, 2019, by and between the TOWNSHIP OF BRICK, a Municipal Corporation of the State of New Jersey with offices at 401 Chambers Bridge Rd, Brick, New Jersey, 08734 (hereinafter the "Township") and JUSTIN DELANEY of P.O. Box 433, Brick, N.J. 08723 (hereinafter "Delaney"). For purposes of this Agreement, the term the "Township" shall mean and include Brick Township and its past, present and future elected officials, officers, directors, agents, administrators, managers, employees, insurers, independent contractors and benefit plans, and all of their predecessors and successors, and any and all of their respective executors, administrators, successors, assigns, agents and representatives. The term "Delaney" shall mean and include Justin Delaney and any and all of his executors, administrators, successors, assigns, agents and representatives. Delaney and the Township are hereinafter jointly referred to as the "Parties." This Agreement constitutes the complete and final settlement of any and all disputes arising from or relating to Delaney's employment with the Township and any claims or actions Delaney has brought or could have brought against the Township.

WITNESSETH:

WHEREAS, [REDACTED]

WHEREAS, [REDACTED]

WHEREAS, the Township and Delaney have conferred and reached an agreement resolving all outstanding issues concerning his employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the Parties hereby agree as follows:

1. The Township agrees to pay to Delaney the sum of \$34,800.00 in full and final settlement of any and all claims against the Township including any claim for back pay or payout of accumulated time. The Township will remit such payment within thirty (30) days of his execution of this Agreement in the form of a payroll check, but will take out only standard tax deductions. In exchange, Delaney agrees that he will withdraw with prejudice his pending claim before the Civil Service Commission and not pursue any appeal concerning his termination or for back pay or compensation with the Superior Court, Civil Service Commission, the Merit System board or by way of grievance filed pursuant to any applicable collective negotiations agreement and will dismiss said action with prejudice within three (3) days of receiving the aforementioned sum.

2. In further consideration for the Township's payment to Delaney pursuant to this Agreement, Delaney irrevocably and unconditionally releases, remises, waives and forever

discharges and covenants not to sue the Township from all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages and expenses of any nature arising out of his employment, or termination thereof, with the Township of Brick, in law or equity, known or unknown, suspected or unsuspected, fixed or contingent against the Township from the beginning of time to the date of this Agreement, including but not limited to : (i) any claim for breach of contract or implied contract, whether such contract is written or oral; (ii) any common law claim under federal, state or local common law; (iii) any claim that the Township dealt with Delaney wrongly or in bad faith; and (iv) any claims arising from any alleged violation of any federal, state or local statute, law, rule, regulation or ordinance, including, without limitation, any rights or claims Delaney may have under N.J.S.A. 26:3-25.1, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, and state and federal wage and hour laws. This release covers all claims that Delaney knew about and those he may not know about but does not apply to any claim that may be brought by Delaney to enforce the terms of this Agreement or to address a breach of this Agreement.

4. This Agreement is not and shall not in any way be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of the Township, nor of any violation of any federal, state or local statute, rule, regulation or principle of common law or equity. Rather, this Agreement constitutes the good faith settlement and release of disputed claims, and it is acknowledged and agreed by the Parties that this Agreement is being entered into by the Parties solely to avoid the burden, expense, delay and uncertainty of further litigation and to fully and finally resolve, settle and dismiss with prejudice, any and all claims of any kind whatsoever, whether known or unknown, which Delaney has ever had or now has against the Township arising out of or relating to his employment, termination and/or Delaney's compensation and benefits with the Township that exist through the date this Agreement is signed.

5. This Agreement may not be changed orally and no modification, amendment or waiver of any provision contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon the Parties hereto unless made in writing and signed by both Parties.

6. This Agreement contains the entire agreement and complete settlement between the Parties and supersedes any and all previous agreements of any kind whatsoever between them, whether written or oral. All prior and contemporaneous discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. This is an integrated document.

7. In the event that any provision of this Agreement or the application thereof should be held to be void, voidable, and unlawful or, for any reason, unenforceable, the remaining portion shall remain in full force and effect, and, to that end, the provisions of this Agreement are declared to be severable.

8. This Agreement is made and entered into, and shall be subject to, governed by and interpreted in accordance with the laws of the state of New Jersey and shall be fully enforceable in the courts of that state, without regard to principles of conflict of laws.

9. Delaney acknowledges and agrees that he was represented by counsel, Gina Mendola Longarzo, Esq., and has been given a reasonable and sufficient period of time of no less than seven (7) days in which to consider and return this document. It is further agreed and understood that, upon Delaney's execution and return of this Agreement, he is thereafter permitted to revoke the Agreement at any time during a period of seven (7) days. To be effective, the revocation must be in writing and hand-delivered or telecopied to counsel for the Township within the seven (7) day period.

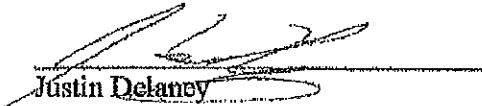
10. The Township makes no representation regarding the Federal and State tax consequences of the Settlement Payment and shall not be responsible for any tax liability, interest or penalty, liens or claims incurred by Plaintiff, which in any way arise out of or is related to said Settlement Payment. Plaintiff shall be responsible for the payment of any Federal or State taxes or claims or liens thereunder required by law to be paid with respect to this Settlement Payment. Delaney confirms that neither the Township nor his own attorney have made any representations concerning the taxability or tax consequences of any monetary amounts he is to receive pursuant to the terms of this Agreement and has been advised to seek the opinion of an accounting consultant in this regard as to any tax liability he may have.

WHEREFORE, intending to be legally bound, the Parties have agreed to the aforesaid terms and indicate their agreement by signing below.

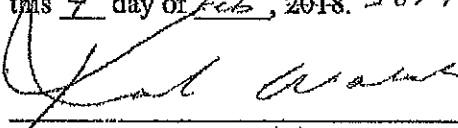
PLEASE READ CAREFULLY. THIS AGREEMENT IS A LEGAL DOCUMENT AND WITH REGARD TO YOUR EMPLOYMENT AND CONSTITUTES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, ARISING OUT OF YOUR EMPLOYMENT, TERMINATION OR THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL CLAIMS ARISING UNDER TITLE 42 OF THE UNITED STATES CODE, THE AGE DISCRIMINATION IN EMPLOYMENT ACT, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE EQUAL PAY ACT, THE AMERICANS WITH DISABILITIES ACT, THE EMPLOYEE RETIREMENT INCOME SECURITY ACT, THE NATIONAL LABOR RELATIONS ACT, THE FAIR LABOR STANDARDS ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE NEW JERSEY LAW AGAINST DISCRIMINATION, THE NEW JERSEY CONSCIENTIOUS EMPLOYEE PROTECTION ACT, THE NEW JERSEY CIVIL RIGHTS ACT OF 2004, STATE AND FEDERAL FAMILY LEAVE LAWS, STATE AND FEDERAL WAGE AND HOUR LAWS AND ANY OTHER FEDERAL, STATE, LOCAL OR STATUTORY OR COMMON LAW CLAIM FROM THE EFFECTIVE DATE OF

YOUR EMPLOYMENT WITH THE TOWNSHIP TO THE DATE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION.

BY SIGNING THIS AGREEMENT, MR. DELANEY ACKNOWLEDGES AND AFFIRMS THAT HE IS COMPETENT, THAT HE HAS BEEN AFFORDED A TIME PERIOD OF NO LESS THAN 7 DAYS TO REVIEW AND CONSIDER THIS AGREEMENT AND HAS BEEN ADVISED TO DO SO WITH AN ATTORNEY OF HIS CHOICE, THAT HE HAS READ AND UNDERSTANDS AND ACCEPTS THIS DOCUMENT AS FULLY AND FINALLY WAIVING AND RELEASING ANY AND ALL CLAIMS, DEMANDS, DISPUTES AND DIFFERENCES OF ANY KIND WHATSOEVER WHICH HE MAY HAVE HAD OR NOW HAS AGAINST THE TOWNSHIP ARISING OUT OF OR RELATING TO HIS EMPLOYMENT IN ACCORDANCE WITH THIS AGREEMENT, SUBJECT TO THE LIMITATIONS AND EXCEPTIONS SET FORTH IN THIS AGREEMENT, THAT NO REPRESENTATIONS, PROMISES OR INDUCEMENTS HAVE BEEN MADE TO HIM EXCEPT AS SET FORTH IN THIS AGREEMENT, AND THAT HE HAS SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY, INTENDING TO BE LEGALLY BOUND BY ITS TERMS, AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

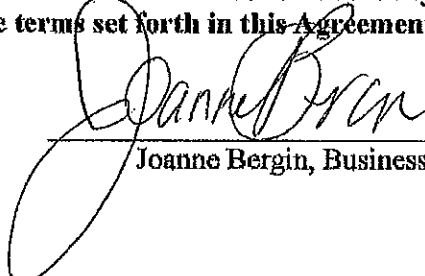

Justin Delaney

Subscribed and sworn to before me
this 4 day of Feb, 2018. 2019


Notary Public

KRISTEN WALSH
Notary Public - State of New Jersey
My Commission Expires Oct 18, 2022

I hereby acknowledge and affirm that I have full authority to act on behalf of and to bind the Township to the terms set forth in this Agreement.


Joanne Bergin, Business Administrator