SEVERANCE AGREEMENT AND RELEASE

This document sets forth the terms and conditions of this Severance Agreement and General Release (hereinafter the "Agreement") by and between Michael Sherman (hereinafter the "Employee" or "Releasor") and The Township of Hopewell (hereinafter "Employer"). The term "Releasees" as used herein and related to the General Release shall be defined as the Employer and all of its current and former elected officials, officers, employees, servants, agents, independent contractors and insurers, in their official and individual capacities, together with their predecessors, successors, and assigns, both jointly and severally. The term "Parties" shall include the Employee and Employer collectively. **This Agreement must be approved by Resolution of the Township of Hopewell before it can be deemed effective and enforceable.**

1. **Termination of Employment:**

   A. The Employee acknowledges and agrees that his employment shall end with the Employer on November 1, 2024 "Termination Date", unless Employee is eligible to retire with full benefits at an earlier date which shall become the Termination Date. Employee shall immediately notice Employer of his eligibility for an earlier retirement date.

   B. The Employee agrees and covenants that he will not at any time apply or re-apply for any position of employment with the Employer.

2. **Consideration:**

Between the Effective Date of this Agreement as provided below until the Termination Date, Employee will remain employed by Employer on terminal leave during which time he will receive his salary as a sergeant with the Hopewell Township Police Department and Employee shall be subject to the rules and regulations of the Police Department and Employer. Prior to the commencement of terminal leave Employee will first utilize any and all accumulated time of 564 hours (455 annual leave; 78 hours sick time; 24 hours personal time; and 7 hours compensatory time). If during the course of Employee's terminal leave additional leave, sick time, personal time, compensatory time or other time is credited under the collective bargaining agreement, such time shall immediately be utilized and applied. Employee will receive any pay increases for which he is eligible under the Collective Bargaining Agreement. Within thirty (30) days of the Effective Date of this Agreement as provided for below, the Employer's insurer, shall pay to the Employee a total payment of eighty thousand ($80,000.00) dollars which is based upon reimbursement of Employee's attorneys fees and expenses. The payment of attorneys' fees shall be made by check made payable to Schiller, Pittenger and Galvin and shall be mailed to Employee's attorney, Robert Woodruff, Esq., Schiller, Pittenger and Galvin, 1771 Front Street, Suite D, Scotch Plains, New Jersey 07076 who shall provide in advance an executed form W-9.

As a condition precedent to the terminal leave provision and payment of attorneys' fees and costs Employee's attorney shall provide Employer with a Child Support Judgment Search prepared by Charles Jones, LLC for each Releasor pursuant to N.J.S.A. 2A:17-56.23 (B). Employer reserves the right to refuse to agree to terminal leave and/or make payment for attorneys' fees and costs in the event Employee's attorney fails to provide the Child Support Judgment Search. Under no circumstances is failure by Employee's attorney to provide the Child Support Judgment Search grounds for Employee to void, cancel, or amend this Agreement, except as otherwise provided herein. However, Employer may, at its sole discretion, opt to void, cancel or amend this Agreement in the event Employee's attorney fails to provide a Child Support Judgment Search for Employee within a reasonable time upon execution of this Agreement.

Upon execution of the Agreement, Employee shall provide a Stipulation of Dismissal with Prejudice in the matter of *Michael Sherman v. Hopewell Township Police Department, et al.* bearing Docket No.: MER-L-000555-19, to be held in Escrow by Employee's Attorney, Robert E. Levy, Esq. until the Effective Date of the Agreement at which time it may be filed with the Court.

Employee agrees and understands that he will neither apply for or otherwise seek a promotion while employed by Employer.

Employee will be entitled to seek employment while on terminal leave, unless said employment is prohibited by law or Department Rule or Regulation.

Employee agrees and understands that Employer will make no payments on behalf of Employee toward Employee's continuing education and Employee will make no requests or demands that such payments be made by Employer. Upon providing evidence of attendance and receiving a passing grade, Employee is entitled to receive reimbursement of previously approved education payments.

Employee during the term of his employment and during terminal leave will be permitted to participate in firearms qualifications conditioned upon presentation of a physician's note evidencing he is mentally and physically capable of participation in the qualification process.

Pursuant to the Attorney General Guidelines, prior to Employee's firearms qualifications, he is required to complete the following training which is provided by the Office of the Mercer County Prosecutor:

1. Use of Force - eight comprehensive training modules provide online, plus twice yearly updates.
2. Integrating Communication, Assessment, and Tactics ("ICAT") course developed by the Police Executive Research Forum, to be schedule by the Department's training coordinator.
3. Active Bystandership for Law Enforcement ("ABLE") course, to be scheduled by the Department's training coordinator.

Employee's pre-retirement firearms carry permit applications will be conducted in the usual course of business with no guarantees by Employer of approvals.

As a condition precedent to the provisions herein Employee shall dismiss any and all pending administrative complaints or claims against any Employee of Employer, conditioned upon [redacted] dismissing his claims against Employee. Upon executing this Agreement, Employee shall deliver to Robert E. Levy, Esq. an irrevocable writing, dismissing said complaints which shall be held in escrow until [redacted] files his dismissal at which time it shall be filed no later than on the Effective Date of this Agreement.

On the Effective Date of this Agreement, Employee shall deliver to the Township of Hopewell Police Department all issued equipment including:

1. Radio
2. Collapsible Baton
3. Duty Weapon
4. All uniforms, Class "A" and Class "B" to include hat badge
5. All associated equipment including but not limited to leather belt, holster, magazines, hand cuff and case and any nylon tactical equipment.

Employee may retain Police Credentials, Wallet ID, and Wallet Badge, all which shall be returned to the Township of Hopewell Police Department immediately upon Employee's Termination Date.

Employee will be authorized to carry an off-duty weapon provided Employee complies with the steps prescribed by Section 3.9 Firearms of the Rules and Regulations of the Township of Hopewell Police Department, and continues to pass the bi-annual weapons qualification for his duty weapon and his personal firearm.

General Release:

A. For and in consideration of the Consideration specified above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Employee/Releasor does knowingly and voluntarily release and forever discharge the Employer and Releasees from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, damages, judgments, claims, attorney's fees, costs and demands whatsoever in law or in equity, whether known or unknown, that the Employee/Releasor ever had, now have, or may or might in the future have against the Employer and Releasees based on any acts, omissions, transactions, or occurrences whatsoever from the date of the beginning of the world to the Effective Date of this Agreement, and specifically, but not by way of limitation, those claims that do or may arise out of, that are in any way connected with, that are or may be based in whole or in part on, or that are or may be related to or with:

(i) all charges, claims and complaints related to the matter of *Michael Sherman v. Hopewell Township Police Department, et al.* bearing Docket No.: MER-L-000555-19

(ii) the employment of and/or separation of employment between the Employer and Releasees, and the Employee/Releasor, and/or any wages, compensation, bonuses, commissions and/or benefits under any statutory or common law theory whatsoever;

(iii) deprivation of civil rights, unlawful acts of any kind, or discrimination, harassment or retaliation under any state, local, or federal law or otherwise including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; The Civil Rights Act of 1991; the Americans with Disabilities Act; and 42 U.S.C. § 1981; Family and Medical Leave Act; the Fair Labor Standards Act; the National Labor Relations Act; the Employee Retirement Income Security Act; the Federal Equal Pay Act; the New Jersey Equal Pay Act; the Worker Adjustment and Retraining Notification Act; the New Jersey Law Against Discrimination; and any other local, state, or federal anti-discrimination, wage, anti-retaliation, or whistleblower laws.

(iv) retaliatory or wrongful discharge, constructive discharge, wrongful demotion, breach of policy and/or public policy, bad faith discharge, breach of the covenant of good faith and fair dealing (express or implied), negligence, negligent discharge, intentional or negligent infliction of emotional or mental distress, invasion of privacy, deceit, interference with advantageous relations, outrageous conduct, inducement, fraud, false imprisonment, assault, assault and battery, false arrest, malicious prosecution, defamation, misrepresentation, breach of duty, libel, slander and/or tortious and/or criminal conduct of any kind;

(v) attorneys' fees, expenses, or costs pursuant to 42 U.S.C. § 1988 or as otherwise may be allowed by law;

(vi) any and all other claims arising under law or equity that are asserted, or which could have been asserted, by the Releasor against the Employer and Releasees in any other charge or claim and/or any other alleged violation of any applicable law, rule, ordinance, regulation, or order;

(vii) all charges, claims and complaints under the Age Discrimination in Employment Act ("ADEA") and Releasor is agreeing not to sue Employer and Releasees in connection with any of Releasors' rights under the ADEA. In order for Releasors to waive ADEA rights through this Agreement, pursuant to the requirements of 29 U.S.C. § 626, Releasors acknowledge and agree that:

(a) Employee/Releasors knowingly and voluntarily executes this Agreement and release, waive and agree not to sue Employer and Releasees;

(b) the release, waiver and agreement not to sue includes settlement of any allegation of age discrimination arising under the ADEA;

(c) the release, waiver and agreement not to sue includes all claims under the ADEA arising up to and including the

Effective Date of execution of this Severance Agreement and Release, but not claims occurring thereafter;

(d) Employee/Releasor has been advised to consult with an attorney concerning Employee/Releasors' rights and obligations under the release, waiver and agreement not to sue and before signing this Agreement;

(e) this Agreement is written in a manner that Employee/ Releasor can understand, and Employee/Releasor has fully considered the terms and conditions of this Agreement;

(f) Employee/Releasor is not releasing or waiving any rights that Employee/Releasor is prohibited by law, rule or regulation from releasing or waiving;

(g) Employee/Releasor has been given twenty-one (21) days from receipt of this Agreement to consider this Agreement before executing it regardless of whether the terms of the Agreement have been modified during the 21-day period ("Consideration Period"); if Employee/Releasor has signed this Agreement prior to the 21-day period, it is because Employee/Releasor freely chose to do so; and

(h) Employee/Releasor understands that Employee/Releasor may revoke Employee/Releasor's waiver and release in this Agreement of any ADEA claims at any time within seven (7) days following the date Employee/Releasor signed this Agreement (the "Revocation Period") by providing written notification to Robert E. Levy, Esquire at Scarinci Hollenbeck, LLC, 1100 Valley Brook Avenue, P.O. Box 790, Lyndhurst, New Jersey 07071 and that Employee/Releasors' waiver and release of any ADEA claims in this Agreement shall not become effective or enforceable until the Revocation Period has expired.

A. Without limiting the generality of the foregoing, the Employee/Releasor acknowledges and covenants that, in consideration for the Consideration provided herein by or on behalf of the Employer to the Employee/Releasor, the Releasor has knowingly and voluntarily relinquished, waived, and forever released any and all rights, damages, and remedies that might otherwise be available to the Employee/Releasor based on any acts, omissions, transactions, or occurrences whatsoever from the date of the beginning of the world to the Effective Date, including, without limitation, claims for contract or tort damages of any type, back pay, front pay, emotional damages, mental damages, damages for anguish or anxiety, punitive damages, incentive pay, liquidated damages, special or consequential damages, lost benefits of any kind (including, without limitation, pension, life insurance, vacation pay, disability insurance, sick pay, severance pay, or medical insurance or benefits), recovery of attorneys' fees, costs, expenses of any kind, reinstatement to a position of employment, reemployment, and employment with the Employer at any time.

B. It is further understood and agreed that this Agreement hereunder constitutes full and final satisfaction of all claims of every nature, direct or indirect, against all persons or entities, including those who are or might be held to be joint and/or successor tortfeasors with the Employer and Releasees who are released hereby, as well as those to whom any of the parties released are, or may be held to be, liable by way of contribution or indemnity for the payment of all or any part of any claim arising out of, or directly or indirectly related to, the claims set forth in this Agreement.

C. By signing this Agreement, the Employee/Releasor represents and warrant to the Employer that: (i) the Employee/Releasor has not worked any hours for which the Employee/Releasor has not already been paid or for which the Employee/ Releasor is owed overtime compensation under the Fair Labor Standards Act or otherwise, (ii) the Employee/Releasor has accurately reported all hours worked to the Employer and the Employee/Releasor has not worked any hours on behalf of the Employer that the Employee/Releasor has not reported to the Employer; and (iii) the Attorneys Fees and Costs payment amount being offered and paid to the Employee/Releasor under this Agreement by the Employer's Insurance Carrier are amounts to which the Employee/Releasor is not otherwise owed or entitled to receive.

D. This Release does not bar Employee/Releasor from receiving or applying for Workers Compensation for events which occurred before the Effective Date. Employee/Releasor is not entitled for Worker's Compensation for events occurring after the Effective Date.

3. __Non-Interference and Right to Participate in Agency Proceedings__:

Nothing in this Agreement shall interfere with Employee/Releasor's right to file a charge, cooperate or participate in an investigation or proceeding conducted by the U.S. Equal Employment Opportunity Commission, the U.S. Securities and Exchange Commission, or any other federal, state, or local regulatory or law enforcement agency. Notwithstanding the foregoing, Employee/Releasor waives any and all claims for damages, including attorney's fees, that Releasor may have pursuant to any such agency investigation or proceeding.

4. __Covenant Not to Sue__:

Unless otherwise prohibited by law, the Employee/Releasor further covenants and acknowledges that neither the Employee/Releasor, nor any person, organization, or other entity acting on the Employee/Releasor's behalf (i) has or will sue or cause or permit suit against the Employer and Releasees upon any claim released herein; (ii) to participate in any way in any suit or proceeding; or (iii) to execute, seek to impose, collect, or recover upon or otherwise enforce or accept any judgment, decision, award, warranty, or attachment upon any claim released herein. Unless otherwise prohibited by law, in the event of any claim by an agency or federal or state government or a claim by any person against the Employer and Releasees for conduct by the Employer and Releasees against the Employee/Releasor for any conduct arising prior to the Effective Date of this Agreement, the Employee/Releasors further agrees and covenants to return to the Employer and Releasees upon receipt of any sums paid to the Employee/Releasors, or collected on the Employee/Releasor's behalf, paid pursuant to any such claim.

5. **No Loss of Consortium:**

The Employee/Releasor hereby represents and warrants that, at all times pertinent, no person sustained any loss of consortium or has any claim whatsoever for any injury or damage alleged to have been sustained by the Employee/Releasor. The Employee/Releasor further agrees to indemnify, defend, and hold harmless the Employer and Releasees hereunder from any action that may arise in connection therewith, including, without limitation, any attorneys' fees, expenses of any kind, or court costs associated with any such action.

6. **Knowing and Voluntary Waiver and Release:**

A. It is understood and agreed that this Agreement is executed by the Employee/Releasor knowingly and voluntarily and is not based upon any representations or statements of any kind by any person as to the merits, legal liabilities, or value of the Employee/Releasor's claims. The Employee/Releasor also acknowledges that no promise or inducement has been offered or made except as set forth in this Agreement.

7. **Acknowledgments, Representations, and Warranties:**

A. The Employee/Releasor attests, certifies, represents, and warrants to the Employer and Releasees that Employee/Releasor is legally competent to execute this Agreement and that the Employee/Releasor has not assigned, pledged, or otherwise in any manner whatsoever sold or transferred, either by instrument in writing or otherwise, any claim, cause of action, or other legal right of whatever kind and nature, that the Employee/Releasor have or may have by reason of the claims released herein.

B. The Employee/Releasor acknowledge the Employee/Releasor's duty to cooperate with the Employer and Releasees in order to allow any Responsible Reporting Entity to fulfill the obligation to comply with Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("Section 111 of the MMSEA"). Pursuant to Section 111 of the MMSEA, the Employee/Releasor attests, certifies, represents, and warrants that the following information is true and correct to the best of the Employee/Releasor's knowledge and belief:

(i) Employee/Releasor Michael Sherman is a male

(ii) Employee/Releasor's legal name is Michael Sherman

(iii) Employee/Releasor's address i[redacted]

(iv) Employee/Releasor's date of birth is [redacted]

(v) Employee/Releasor has never been assigned a Medicare Health Insurance Claim Number (HICN); and

(vi) Employee/Releasor has never applied for Medicare and is not now and never has been Medicare eligible, enrolled in Medicare, or a Medicare beneficiary.

The Employee/Releasor acknowledges and agrees that this information may be provided by Employer or its agents, attorneys, or insurers to The Centers for Medicare and Medicaid Services, pursuant to Section 111 of the MMSEA.

C. The Employee/Releasor further covenants and agrees that any and all Medicare, Social Security, hospital, medical insurance coverage subrogation claims, and/or any and all other type of lien or interest that is and/or could be claimed by any person and/or entity is or will be fully paid or satisfied by the Employee/Releasor from the proceeds paid herein or other Employee funds as long as said lien or interest arises from treatment related to alleged injuries relating to the claims released by this agreement.

D. It is further expressly understood and agreed that the Employee/Releasor covenants that the Employee/Releasor does not presently anticipate that Employee/Releasor will require medical and/or health care treatment for the injuries and/or conditions related to or arising from any alleged injuries or claims released by this Agreement.

8. **Right to Retain Advisor or Counsel and Notices:**

A. It is understood that the Employee/Releasor has the right and opportunity to consult fully with legal counsel or other advisor prior to signing this Agreement, and Employee/Releasor has been advised to consult with legal counsel prior to signing this Agreement. The Employee/Releasor also acknowledges that before signing this Agreement, the Employee/Releasor has read, or had read to him this Agreement, and fully understands each paragraph herein and has consulted with Employee/Releasors' counsel, Robert Woodruff, Esq., Schiller & Pittenger, P.C., 1771 Front Street, Suite D, Scotch Plains, New Jersey 07076.

A. Any notice to Employee/Releasor required pursuant to this Agreement shall be satisfied by written or electronic notice to the Releasor's attorney at Robert Woodruff, Esq., Schiller & Pittenger, P.C., 1771 Front Street, Suite D, Scotch Plains, New Jersey 07076. Any notice required to the Employer and Releasees pursuant to this Agreement shall be provided to the following representative of the Employer by certified mail, return receipt requested: Robert E. Levy, Esq., Scarinci & Hollenbeck, LLC, 1100 Valley Brook Avenue, P.O. Box 790, Lyndhurst, NJ 07071.

9. **Entire Agreement:**

A. This Agreement constitutes the entire agreement between the Employee/Releasor and the Employer and Releasees pertaining to those subjects contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings.

B. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular manner whatsoever except by a writing duly executed by the Employee/Releasor and an authorized representative of the Employer.

C. In the event a portion of this Agreement is held to be legally invalid by a competent court of law, the invalid portion shall be stricken and all other obligations shall remain valid and mutually binding on the parties and not be affected thereby.

10. **Mutual Confidentiality and Non-Disparagement:**

A. The understanding set forth in this Agreement shall be considered of the highest confidentiality. Employee/Releasor and Employer and Releasees recognize that the obligation of confidentiality described in this section is a fundamental condition of this Agreement and of the Employer's decision to enter into this Agreement. Although Employee/Releasor and Employer have agreed to keep the settlement and underlying facts pertaining to Employee/Releasor's claims under the New Jersey Law Against Discrimination confidential, such a provision in an agreement is unenforceable against Employer if Employee/Releasor publicly reveals sufficient details of Employee/Releasor's claims under the New Jersey Law Against Discrimination so that Employer and Releasees are reasonably identifiable.

B. The Employee/Releasor covenants that, except as required by law and other than the Employee/Releasor's spouse, attorney and/or tax and financial advisors, the Employee/Releasor, including through any agents and their counsel, directly or indirectly, will not make any disclosure of the aggregate attorneys' fees and costs pursuant to this Agreement. Should the Employee/ Releasor disclose the attorney fees and costs monies paid to them, Employer may bring suit to enforce the terms of this provision of the Agreement. In the event of a breach of this Confidentiality and Non-Disclosure provision contained in paragraphs A, B and C herein, the Employee shall be liable for liquidated damages of 15% of the attorneys' fees and costs monies paid to Employee, and Employer may pursue injunctive relief against Employee. All parties consent to the exclusive subject matter and personal jurisdiction of the state and federal courts in the State of New Jersey for suit brought to enforce this provision of the Agreement.

C. The Parties covenant that, except as required by law, each party, including through any agents and their counsel, directly or indirectly, will not make any disclosure of any kind to any person or organization concerning the non-monetary terms of this Agreement, the settlement discussions leading up to this Agreement, or the facts underlying the claims against the Releasees. The parties acknowledge that any party may bring suit to enforce the terms of this Agreement, including a suit for equitable relief and injunctive relief. In the event of a breach of any of the terms contained in this Agreement, the breaching party shall be liable for whatever damages the non-breaching party should suffer as a result, including attorney's fees and costs attendant to proving such a breach. All parties consent to the exclusive subject matter and personal jurisdiction of the state and federal courts in the State of New Jersey for any suit brought to enforce the provisions of this Agreement. The parties acknowledge that if a court of competent law determines that any party materially breached or threatened to materially breach this Agreement, upon proof satisfactory, the non-breaching party shall be entitled to all remedies allowed in law or equity.

D. The parties covenant that if subpoenaed or compelled to testify or provide a written or oral statement of any kind to anyone regarding Employee/Releasor's employment with the Employer, the party receiving the subpoena will give at least ten (10) days' prior written advance notice to the other party by certified mail, return receipt requested and electronic correspondence as set forth in Paragraph 9.

E. The parties further covenant that if any portion of this Agreement becomes the subject of litigation, the Agreement will be placed under seal before being filed in the public record and the parties will take all necessary steps to assure the continued confidentiality of the terms of this Agreement notwithstanding any dispute relating to its terms.

F. Employee agrees not to make any comments to any other person or entity, including comments made on the Internet (whether through social websites such as Facebook, Twitter, and LinkedIn, or otherwise), that are critical and/or derogatory in nature about Employer or Releasees in any regard. Employee and Employer acknowledge that such criticism or comments shall constitute a material breach of this Agreement. Nothing in this provision shall prevent a party from making any truthful statement in connection with any legal proceeding or in any investigation by any governmental authority, including participating in proceedings under Paragraph 4. If any requests are made to Employer regarding Employee's employment with Employer, Employer will provide a neutral reference of employment, limited to Employee/Releasor's title/position, length of service and rate of pay. Should Employee be questioned concerning his reasons for leaving Employer, he shall respond only that he left for another opportunity.

G. Nothing in this paragraph or this Agreement is intended to, nor shall it, prohibit the parties from providing testimony or information in any proceeding defined under 18 U.S.C. § 201, nor is it intended in any way to intimidate, coerce, deter, persuade, or compensate any party with respect to providing, withholding, or restricting any communication whatsoever to any federal, state or local investigator or otherwise to the extent prohibited under 18 U.S.C. §§ 201, 1503, 1512, or any similar or related provision of state or federal law.

H. Nothing in this subsection shall require Employer to oppose or defend any Open Public Records Act request, however, any such request may be opposed or defended in the sole discretion of the Employer.

11. Non-Solicitation

Employee acknowledges and covenants not to solicit, induce or encourage directly or indirectly, any current past or future Township of Hopewell employee to make any claim against Employer or any Releasee for any claim or cause of action, or to solicit, induce or encourage any person or entity to seek disclosure of this Agreement pursuant to the Open Public Records Act. In the event of a breach of this non-solicitation provision, Employee shall be liable for liquidated damages of 15% of the attorneys fees and costs paid to him, and in addition Employer and Releasees may pursue injunctive relief against Employee.

12. Successors and Assigns:

This Agreement shall be binding upon the Employee's heirs, executors, administrators, assigns, successors, beneficiaries, employees, and agents and shall inure to the benefit of the Employer and the Releasees and their predecessors, successors, and assigns.

13. Non-Admission:

Employee acknowledges that the Agreement and/or any payments set forth herein do not constitute any admission of liability on the part of the Employer and Releasees, by whom liability is expressly denied. This Agreement shall not be deemed an admission of liability or a violation of any law, rule, regulation, or order of any kind.

14. Miscellaneous:

A. The Employee acknowledges that Employee has had reasonable and sufficient time to consider whether or not the Employee desires to enter into this Agreement and that any decision by the Employee to execute this Agreement prior to that time is a knowing and voluntary decision.

B. The Employee acknowledges that, by signing this Agreement, Employee is giving up rights the Employee has or may have had based on any acts, omissions, transactions, or occurrences whatsoever from the date of the beginning of the world to the Effective Date. The Employee acknowledges that the Employee does not have to sign this Agreement.

C. This Agreement is executed with the full knowledge and understanding on the part of the Employee that there may be more serious consequences, damages, or injuries that are not now known and that any benefits conferred herein to the Employee in consideration of this Agreement are accepted as final. The Employee further agrees and represents that it is within the Employee's contemplation that he may have claims against the Employer and Releasees of which, at the time of execution of this Agreement, the Employee/Releasor has no knowledge or suspicion, but the Employer/Releasor agrees and represents, without affecting the generality of the foregoing paragraphs, that this Agreement extends to all claims in any way based upon, connected with, or related to the matters described herein, whether or not known, claimed, or suspected by the Employee/Releasors.

D. The Employee acknowledge that neither the Employee nor its attorneys make any representation as to the tax consequences, if any, of the provisions of this Agreement. The Employee agrees to pay federal or state taxes, if any, that are required by law to be paid with respect to this Agreement. The Employee further agrees to indemnify and hold harmless the Employer and Releasee from any claims, demands, deficiencies, levies, assessments, executions, judgments, or recoveries by any government entity against the Employee for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal or state tax laws and from any costs, expenses, or damages sustained by the Employer and Releasees by reason of any such claims, including any amounts paid as taxes, attorneys' fees, deficiencies, levies, assessments, fines, penalties, interest, or otherwise, with the sole exception herein being any payroll taxes that may be owed by Employer. As further consideration for the payment herein, the Employee hereby agree to protect and hold harmless Employer and Releasees against any claims for subrogation or liens of any nature arising out of the matters described herein and/or resulting injuries and/or damages, including, but not limited to, a Medicare lien. Should any person or entity (including, but not limited to, any insurer, reinsurer, health care provider, or health insurance provider of the Employee and/or Medicare) make such a claim against the Employer and Releasees for any such damages, the Employee hereby agrees to defend, indemnify, and hold harmless Employer and Releasees from any and all such claims, liens, charges, fees, costs, interest, and other sums.

E. It is agreed that neither the existence of this Agreement nor any of its provisions shall be offered in evidence by any of the parties hereto, or their agents, in any action or proceeding other than an action to enforce this Agreement.

F. The headings in this Agreement are for reference purposes only and shall not in any way effect the meaning of or interpretation of this Agreement.

G. This Agreement is governed by the laws of the State of New Jersey, and Employee and Employer consent to the exclusive personal and subject matter jurisdiction of the state courts in the State of New Jersey for any disputes that may arise from this Agreement, except where the application of federal law applies, in which case the parties agree to the exclusive personal and subject matter jurisdiction of the United States District Court for the District of New Jersey.

H. This Agreement may be executed in multiple counterparts, and all counterparts shall constitute one agreement binding on each of the parties hereto, regardless of whether each party hereto is a signatory to the same counterpart. Fax and electronic signatures in lieu of original signatures are acceptable.

I. The "Effective Date" of this Agreement shall be when the terms of the Agreement previously executed by the Employee are approved by Resolution of the Governing Body of the Township of Hopewell.

IN AGREEMENT HERETO, the Employee and Employer set their hand and seal.

11/29/2021

Date

Employee

12/6/21

Date

Julie Blake

Employer