

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release ("Agreement"), dated this 1st day of February, 2014, is made by and between EDWARD GIBNEY (herein referred to as "Employee"), NANCY GIBNEY, Employee's wife, and their attorneys, on the one hand, and THE TOWNSHIP OF CHATHAM and its affiliates, members of the Township Committee, subsidiaries, insurers, attorneys, and current and former employees, officers, managers, councils, boards, trustees, directors, pension plans, employee benefit plans, health plans, severance plans, insurers, agents, representatives, and successors and assigns (hereinafter collectively referred to as "Employer"), on the other hand (collectively, the "Parties").

WHEREAS, Employee is a police officer with Employer against whom charges have been filed by Employer in Internal Affairs Nos. IA13D002 and IA13D003 (hereinafter "IA Matter"); and

WHEREAS, Employee and his wife have asserted certain claims against Employer as set forth in a Notice of Tort Claim dated November 13, 2013 (hereinafter "Tort Claim"); and

WHEREAS, the Parties have reached an agreement to settle, compromise and resolve all claims each Party has, had or may have against the other; and

WHEREAS, the terms of this Agreement are the products of mutual negotiation and compromise between the Parties; and

WHEREAS, the meaning, effect and terms of this Agreement have been fully explained to Employee and his wife, who have had the advice of counsel of their own choosing and who understand this Agreement; and

WHEREAS, the Parties knowingly, freely and voluntarily enters into this Agreement.

NOW, THEREFORE, the Parties, for the full and sufficient consideration set forth below, and for other good and valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which the Parties acknowledge, the parties do hereby agree as follows:

1. **Consideration.** Upon the return of an executed original copy of this Agreement and expiration of the 7-day revocation period (as defined herein) signed by Employee,
 - i. Employer agrees to voluntarily dismiss the IA Matter; and
 - ii. Employer agrees to permit Employee to use his accrued and unused paid vacation time (241.75 hours), personal time (60 hours), comp time (103.8 hours) and sick time (1,629 hours) upon the presentation of a medical note confirming Employee's illness;
 - iii. Employer agrees that Employee will be eligible for retiree health benefits under the Collective Bargaining Agreement if his application for retirement is approved by the State Pension Board; and

- iv. Employer agrees to pay Employee \$100.00, less applicable withholdings, in a lump sum made by check payable to "Edward Gibney". Employer shall issue this lump sum payment to Employee within thirty (30) days after the expiration of the revocation period set forth in Paragraph 3 of the Release attached as **Exhibit A**, which may not be signed before the Separation Date (as defined herein).

Employer represents that the doctor's note provided by Employee is sufficient to permit Employee to use his accrued sick time, as set forth in subsection (ii) above. Employer further represents that Employee's use of accrued paid time off pursuant to subsection (ii) above is sufficient to allow Employee to retire on October 1, 2014, based on a regular 2014 work schedule of 15 days per month, 12 hours per day.

2. **Representations.**

(a) **Acknowledgement of Separation Date.** Employee understands and agrees that his employment with Employer shall cease on September 30, 2014 ("Separation Date"). Employee represents that he will retire upon the separation of his employment. Employer makes no representations regarding Employee's retirement or eligibility for retirement benefits.

(b) **No Request for Accommodation.** Employee asserts that he will not request an accommodation for any disability recognized under federal and/or state laws from the date of this Agreement to and including the Separation Date.

3. **Time to Sign and Return Agreement.** Employee understands and agrees that he has been given at least twenty-one (21) calendar days from the date he first received this Agreement to obtain the advice and counsel of the legal representative of his choice and to decide whether to sign it and further agrees that immaterial changes to the terms or form of this Agreement do not restart the running of this twenty-one (21) day period. Employee understands and agrees that in the event of a material change to the terms or form of this Agreement, the twenty-one (21) day period will start over. He understands that he may sign the Agreement at any time on or before the expiration of this 21-day period. He also understands that for seven (7) calendar days after he signs this Agreement he has the right to revoke it, and that this Agreement will not become effective and enforceable until after the expiration of this seven (7) day period. However, he specifically understands and agrees that any attempt by him to revoke this Agreement *after* the seven (7) day revocation period has expired is, or will be, ineffective. He also understands and agrees that to receive the consideration provided for under this Agreement, he must properly complete, sign and return this Agreement to Employer.

4. **Release of Claims by Employee and his Wife.**

a. In exchange for the consideration which Employee and his wife will receive pursuant to this Agreement and to the fullest extent permitted by law, Employee and his wife and their successors, assigns, heirs, personal representatives, executors, administrators, agents, attorneys, and representatives hereby knowingly and voluntarily release and discharge Employer and any

predecessors, successors, assigns, heirs, representatives, executors, administrators, officers, managers, directors, shareholders, employees, agents, attorneys, parent corporations, holding companies, subsidiaries, affiliates and insurers (hereinafter collectively referred to as "Released Parties") from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law, admiralty or equity, whether now known or unknown, vested or contingent, accrued or yet to accrue, as well as any claims which can be made in the future, against the Released Parties which Employee and his wife hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date upon which this Agreement has been executed by Employee and his wife, whether now known or unknown, including, but not limited to: (i) all claims relating to or arising out of any aspect of Employee's employment relationship with Employer or his separation thereof, including the terms of the leave of absence provided by and agreed to in this Settlement Agreement, including but not limited to any claims for wages, commissions, bonuses, severance pay, vacation pay or any other benefits, including but not limited to claims raised in the Tort Claim and claims under the Collective Bargaining Agreement between the Township of Chatham and PBA Local 170; (ii) all claims of wrongful termination, harassment or discrimination in employment under federal or state law or regulation including, but not limited to, harassment, discrimination or retaliation claims based upon race, color, national origin, ancestry, religion, marital status, civil union status, age, sex, sexual orientation, citizenship status, pregnancy, medical condition or disability and/or claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the Older Workers' Benefits Protection Act ("OWBPA"), Sections 503 and 504 of the Rehabilitation Act of 1973, the Worker Adjustment and Retraining Notification Act ("WARN"), 42 U.S.C. Sections 1981 through 1988, the Equal Pay Act, the Occupational Safety and Health Act ("OSHA"), the Americans with Disabilities Act of 1990 ("ADA"), the New Jersey Law Against Discrimination ("NJLAD"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Employee Retirement Income Security Act ("ERISA"), the Immigration Reform and Control Act ("IRCA"), the Fair Labor Standards Act ("FLSA"), the Family and Medical Leave Act ("FMLA"), the New Jersey Family Leave Act ("NJFLA"), the New Jersey Conscientious Employee Protection Act ("CEPA"), the New Jersey Workers' Compensation, Disability and Unemployment statutes, the New Jersey Civil Rights Act, the Sarbanes Oxley Act of 2002, the Federal False Claims Act; and any and all amendments thereto to all the foregoing statutes, or any other employee relations statute, executive order, law or ordinance, (iii) any alleged violations of any duty or other employment-related obligation and all claims of breach of implied or express contract, breach of promise, misrepresentation, negligence, fraud, estoppel, defamation, infliction of emotional distress, violation of public policy, wrongful or constructive discharge, or any other employment-related tort, (iv) all claims under any other federal, state, or local law, and (v) any claim on Employee's behalf in any action brought by any administrative agency or other party (including claims for damages, in whatever form, and for reinstatement), excluding claims under the New Jersey Workers' Compensation Act. Employee herein expressly covenants and agrees forever to refrain from bringing any suit or proceeding at law or in equity against Releasee for any past, present or future claim released herein. It is the intention of Employee and Releasee that the foregoing release shall be construed as broadly and general as possible and that the same shall cover every conceivable contingency which might arise in the future, or which may have arisen in the past, whether known or unknown at this time.

b. Further to the above, in order to receive the consideration set forth in Paragraph 1, Employee and his wife agree to sign a General Release and Waiver of Claims on the Separation Date (and not before) in the form attached hereto as **Exhibit A**, and to submit it to Employer's counsel, Kerrie R. Heslin, Esq., at the address set forth below.

5. **Release of Claims by Employee, his Wife and Their Attorneys.** Employee, his wife and the Bianchi Law Firm (hereinafter collectively referred to as "Employee's Attorney") hereby expressly acknowledge that they are waiving and forever foregoing any claim they have or might have against the Employer for any attorneys' fees or costs under any statute, law, regulation, case law, or the like in connection with this action. Employee's Attorneys also represent that there are no fee-sharing agreements or relationships with any other attorneys in relation to their claims and Employee, his wife and Employee's Attorneys jointly represent that they know of no attorney, consultant, expert or the like who has or may have any claim against the Employer for any fee or costs related in any way to their claims.

6. **Covenant Not to Sue by Employee, his Wife and Their Attorneys.** Employee, his wife and Employee's Attorneys covenant and promise that they will not hereafter file or cause to be filed on his behalf any charge, claims, legal or administrative action of any nature before any court or administrative agency to assert any claim against the Released Parties arising on or before the date of this Agreement except as may be necessary to enforce this Agreement. Further, Employee, his wife and Employee's attorneys specifically agree that, by this Agreement, they waive any right to recover any relief or recovery from such proceedings, including but not limited to costs and attorney's fees.

7. **Claims Not Waived.** Notwithstanding the preceding provision or any other provision of the Agreement, this Agreement is not intended to interfere with Employee's right to file a charge with an administrative agency in connection with any claim Employee may have against any of the Released Parties. However, by executing this Agreement, Employee hereby waives the right to recover, and agrees not to seek any damages, remedies or other relief for himself personally in any proceeding Employee may bring before such agency or in any proceeding brought by such agency on Employee's behalf.

This Agreement is also not intended to apply to claims under ERISA Section 502(a)(1)(B) for accrued benefits (other than claims for severance and severance-related benefits) under any qualified Employee benefit plan of Employer or any of the Released Parties pursuant to the terms of any such plan. Further, Employee understands that Employee is not releasing any rights under this Agreement, that any claims which cannot be lawfully waived are excluded from this Agreement and that by executing this Agreement Employee is not waiving any such claims. This Agreement also does not release any rights or claims that may arise after the date on which Employee signs this Agreement. In addition, while this Agreement requires Employee to waive any and all claims against Employer arising under workers' compensation laws (e.g., claims of retaliation for filing a workers' compensation claim), it is not intended to prohibit Employee from filing in good faith for and from receiving any workers' compensation benefits from Employer's workers' compensation carrier for compensable injuries incurred during Employee's employment.

Finally, this Agreement is not intended to interfere with the right of either Party to institute an action to enforce any provision of this Agreement.

8. **No Claims Exist.** Employee and his wife confirm that no claim, charge, complaint or action of any type by them against the Released Parties exists in any forum or form with respect to any matters covered by this Agreement other than as referenced herein. In the event that any such claim, charge, complaint or action exists or is filed, Employee and his wife agree that they shall not be entitled to recover any relief or recovery therefrom, including but not limited to costs and attorney's fees, and that the Released Parties may be entitled to restitution, set-off or recoupment of all of the payments made pursuant to this Agreement.

9. **Effect of Violation.** Except to the extent such agreement is prohibited by applicable law or regulation, in the event that Employee or his wife bring a lawsuit for any claims released by this Agreement, Employee and his wife shall be required to pay all reasonable costs and attorneys' fees incurred by any of the Released Parties in defending any such action, including, but not limited to, all reasonable costs and attorneys' fees incurred by any of the Released Parties in pursuing and recovering any award of damages or attorneys' fees and costs entered in favor of any of the Released Parties in such an action.

10. **Indemnification.** Employee and his wife agree to hold harmless and to indemnify the Released Parties from any claims that may be asserted by third parties, including but not limited to Employee's Attorneys, against the Released Parties arising out of their claims. Employee and his wife further agree to satisfy any liens, claims, or encumbrances asserted by any third party based on such facts and circumstances and will hold the Released Parties harmless and indemnify them from any claims or rights asserted against them by any third party asserting such lien, claim, or encumbrance.

11. **Confidentiality.** Employee, his wife and their representatives, including Employee's Attorneys, agree that confidentiality is a material term of the Agreement. Except as may be necessary to enforce this Agreement, Employee, his wife and their representatives, including Employee's Attorneys, agree not to disclose the existence, terms and/or substance of this Agreement or the claims asserted or alleged in the Tort Claims and the entry into this Agreement to any person other than their attorneys, accountants, financial advisors and health care providers, unless otherwise compelled to do so by a court, by subpoena or by an administrative agency of competent jurisdiction. Employee and his wife shall instruct their accountants, financial advisors and health care providers that they shall not disclose the existence, terms and/or substance of this Agreement or the claims asserted or alleged in the Tort Claims and they shall be obligated to keep this information confidential. Employer agrees not to disclose the terms of the Agreement except for business purposes or as may be required by law, unless compelled to do so by a court, by subpoena or by an administrative agency of competent jurisdiction. Neither Employer nor Employee shall issue any press releases in connection with this settlement.

In the event that either Party, or its representative, shall be served with any subpoena, order, or process, the compliance of which would require the disclosure of the existence, terms and/or substance of this Agreement or the underlying facts which lead to the assertion of the Tort Claims

and the entry into this Agreement, the Party will, within three (3) business days, and prior to disclosure, of receipt of such subpoena, order, or process, notify the other Party in writing of the service of such document(s) or request(s) upon him/it.

The Parties agree that in the event of either Party's breach of this confidentiality provision as determined by a court of competent jurisdiction, the non-breaching Party would suffer significant damage. The Parties also agree that in the event of a breach of this provision, the non-breaching Party shall be entitled to an award of fees and expenses incurred by the non-breaching Party in connection with enforcing this provision. The Parties also agree that in the event of a breach as determined by a court of competent jurisdiction, the non-breaching Party may seek injunctive relief against the breaching Party in the courts in the State of New Jersey or the courts of the United States located in New Jersey, and breaching Party consents to jurisdiction in these courts.

In addition, Employee agrees not to use or disclose to any other person, including without limitation, future employers, any confidential or proprietary information or materials acquired in connection with Employee's employment with Employer without the express written consent of Employer.

12. **No Rehire/Reapply.** Employee agrees and promises that he will not seek employment with Employer in the future and that Employer is entitled to reject without cause any application for employment made by Employee hereafter.

13. **Non-disparagement by Employee; Response to Employment Referrals by Employer.** Employee and his wife agree and promise that they will not make, publish or cause to be made or published, any statement in writing or orally (which shall include all electronic communications including, without limitation, texting, communications on social media sites such as Facebook and Twitter), which is disparaging of the reputation or standing of Employer. Employer shall direct Chief Steven Hennelly, Lt. Maureen Kazaba and Lt. Thomas Miller not to make, publish or cause to be made or published, any statement in writing or orally (which shall include all electronic communications including, without limitation, texting, communications on social media sites such as Facebook and Twitter), which is disparaging of the reputation or standing of Employee. Employer, if contacted by any current or prospective employer of Employee, will only provide Employee's dates of employment and his last job title. Nothing in this section shall prohibit Employee from testifying truthfully in any court proceeding or under any order issued by a court of law. Employee further agrees that Employee will notify Employer if Employee receives a subpoena to testify or give information of any type in an administrative or court proceeding brought against Employer.

14. **No Admission of Liability.** Employee and his wife specifically understand and agree that by entering into this Agreement, Employer does not admit any liability whatsoever to Employee or his wife or to any other person arising out of the claims heretofore or hereafter asserted by him, and Employer expressly deny any and all such liability.

15. **Governing Law and Interpretation.** This Agreement shall be governed by and construed under the laws of the State of New Jersey without regard to principles of conflicts of laws.

16. **Choice of Forum.** Any action relating to the enforcement or interpretation of this Agreement shall be commenced in the Superior Court of New Jersey, Morris County or the courts of the United States located in Newark, New Jersey.

17. **Severability.** Should any provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, which cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

18. **Attorneys' Fees and Costs.** The Parties agree that each Party is responsible for their own attorneys' fees and costs incurred in connection with the preparation, negotiation and/or execution of this Agreement. If either Party files a lawsuit for a breach of this Agreement or to enforce this Agreement, the prevailing Party shall be entitled to recovery reasonable attorney's fees and costs in connection with the lawsuit.

19. **Voluntary and Knowing Execution.** Employee and his wife affirm and acknowledge that they have read the foregoing Agreement, that they have been advised to discuss it with the counsel of their choice, and that they fully understand and appreciate the meaning of each of its terms, and that it is a voluntary, full and final compromise, release and settlement, to the fullest extent permitted by law, of all claims, demands, injuries, damages, actions or causes of action, known or unknown, suspected or unsuspected, with respect to Employee's employment relationship with Employer and/or any other claim, matter, or event occurring prior to his execution of this Agreement, including those he has or may have pursuant to the federal, state and local laws prohibiting discrimination in employment. They further affirm that other than as specifically provided herein, or as required by law, they are not entitled to any other payment(s), compensation or benefit relating to or as a result of his employment relationship with Employer.

20. **Amendment.** This Agreement may not be modified, altered or changed except upon express written consent as contained in a signed writing executed by both Parties wherein specific reference is made to this Agreement.

21. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties. Employee and his wife acknowledge that they have not relied on any representations, promises, or agreements of any kind made to them in connection with their decision to accept this Agreement, except for those set forth in this Agreement.

22. **Waiver.** A waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver or estoppel of any subsequent breach by the Party. No waiver shall be valid unless in writing and signed by Employee and an authorized officer of Employer.

23. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

24. **Paragraph Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

25. **Counterparts.** The Parties may execute this Agreement on separate counterparts, all of which taken together shall constitute the Agreement.

26. **Joint Drafting.** Each of the Parties participated in drafting this Agreement after consulting with counsel. Therefore, the language of this Agreement shall not be presumptively construed in favor for or against either Party.

27. **Authority of Signatories.** The individuals signing this Agreement and the Parties on whose behalf such individuals are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the Parties for whom they have signed.

28. **Notices.** All notices, demands and other communications which may be or are required to be given hereunder or with respect hereto shall be in writing and shall be given personally or by facsimile with confirmation of receipt of transmission or by registered or certified mail, return receipt requested, postage pre-paid or by recognized national overnight courier, addressed to the Party who is to receive same as follows, or to such address as any Party shall notify the other Parties by notice given in accordance with this provision.

If to Employer:

Thomas Ciccarone
Township Administrator
Township of Chatham
58 Meyersville Road
Township of Chatham, New Jersey 07928

With a copy to:

Kerrie R. Heslin, Esq.
Nukk-Freeman & Cerra, P.C.
26 Main Street
Chatham, New Jersey 07928

If to Employee and his Wife:

Edward and Nancy Gibney
40 Whispering Hill Drive
Annandale, New Jersey 08801

With a copy to:

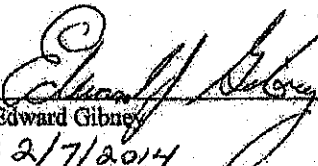
Robert Bianchi, Esq.
The Bianchi Law Group
4 York Avenue, 2nd Floor
West Caldwell, NJ 07006

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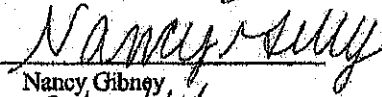
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date indicated below their respective signatures.

BY SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGE THE FOLLOWING:

1. I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT TO ENSURE THAT I FULLY AND THOROUGHLY UNDERSTAND ITS LEGAL SIGNIFICANCE;
2. I HAVE TAKEN THE TIME NECESSARY TO REVIEW COMPLETELY AND FULLY UNDERSTAND THIS AGREEMENT;
3. I HAVE BEEN GIVEN 21 DAYS TO CONSIDER THIS AGREEMENT AND EVEN IF I HAVE NOT USED THE FULL 21-DAY PERIOD, THE DECISION HAS BEEN MADE KNOWINGLY AND VOLUNTARILY;
4. I FULLY UNDERSTAND THIS AGREEMENT, ACCEPT IT, AND AGREE TO IT, AND AGREE THAT IT IS FULLY BINDING UPON ME FOR ALL PURPOSES; AND
5. I HAVE ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO HAVE EMPLOYER PAY ME THE CONSIDERATION REFERRED TO IN THE AGREEMENT, I FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS I HAVE OR MAY HAVE AGAINST THE EMPLOYER UP TO THE PRESENT.

By: 
Edward Gibney

Date: 2/7/2014

By: 
Nancy Gibney

Date: 2/7/14

The Bianchi Law Group

By: 
Robert Bianchi, Esq.

Date: 2/12/14

Township of Chatham

By: Kevin M. Sullivan

Name: Kevin Sullivan

Title: Mayor

Date: 3/7/14

Exhibit A

GENERAL RELEASE AND WAIVER OF CLAIMS

In consideration of the mutual promises and covenants contained in the Confidential Settlement Agreement and General Release ("Agreement") between Edward Gibney ("Employee") and Nancy Gibney, his wife, on the one hand, and the Township of Chatham ("Employer"), which Employee and his wife acknowledge and agree exceed the nature and scope of that to which they would otherwise be entitled to receive from Employer, and which constitute adequate consideration for their promises in this General Release and Waiver of Claims ("Release"), Employee and his wife agree as follows:

1. The Agreement entered into between Employee, his wife and Employer, including all definitions therein, shall be incorporated herein by reference. This Release shall cover the time period from Employee and his wife's execution of the Agreement, through and including the date of their execution of this Release.
2. In consideration of the promises and covenants made by Employer in the Agreement, including but not limited to the payments set forth in Paragraph 1 of the Agreement, Employee and his wife hereby agree to the following:

In exchange for the consideration which Employee and his wife will receive pursuant to this Agreement and to the fullest extent permitted by law, Employee, his wife and their successors, assigns, heirs, personal representatives, executors, administrators, agents, attorneys, and representatives hereby knowingly and voluntarily release and discharge Employer and any predecessors, successors, assigns, heirs, representatives, executors, administrators, officers, managers, directors, shareholders, employees, agents, attorneys, parent corporations, holding companies, subsidiaries, affiliates and insurers (hereinafter collectively referred to as "Released Parties") from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law, admiralty or equity, whether now known or unknown, vested or contingent, accrued or yet to accrue, against the Released Parties which Employee and his wife hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date upon which this Agreement has been executed by Employee and his wife, whether now known or unknown, including, but not limited to: (i) all claims relating to or arising out of any aspect of Employee's employment relationship with Employer or his separation thereof, including but not limited to any claims for wages, commissions, bonuses, severance pay, vacation pay or any other benefits, including but not limited to claims raised in the Tort Claim and claims under the Collective Bargaining Agreement between the Township of Chatham and PBA Local 170; (ii) all claims of wrongful termination, harassment or discrimination in employment under federal or state law or regulation including, but not limited to, harassment, discrimination or retaliation claims based upon race, color, national origin, ancestry, religion, marital status, civil union status, age, sex, sexual orientation, citizenship status, pregnancy, medical condition or disability and/or claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991,

the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the Older Workers' Benefits Protection Act ("OWBPA"), Sections 503 and 504 of the Rehabilitation Act of 1973, the Worker Adjustment and Retraining Notification Act ("WARN"), 42 U.S.C. Sections 1981 through 1988, the Equal Pay Act, the Occupational Safety and Health Act ("OSHA"), the Americans with Disabilities Act of 1990 ("ADA"), the New Jersey Law Against Discrimination ("NJLAD"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Employee Retirement Income Security Act ("ERISA"), the Immigration Reform and Control Act ("IRCA"), the Fair Labor Standards Act ("FLSA"), the Family and Medical Leave Act ("FMLA"), the New Jersey Family Leave Act ("NJFLA"), the New Jersey Conscientious Employee Protection Act ("CEPA"), the New Jersey Workers' Compensation, Disability and Unemployment statutes, the New Jersey Civil Rights Act, the Sarbanes Oxley Act of 2002, the Federal False Claims Act; and any and all amendments thereto to all the foregoing statutes, or any other employee relations statute, executive order, law or ordinance, (iii) any alleged violations of any duty or other employment-related obligation and all claims of breach of implied or express contract, breach of promise, misrepresentation, negligence, fraud, estoppel, defamation, infliction of emotional distress, violation of public policy, wrongful or constructive discharge, or any other employment-related tort, (iv) all claims under any other federal, state, or local law, and (v) any claim on Employee's behalf in any action brought by any administrative agency or other party (including claims for damages, in whatever form, and for reinstatement), excluding claims under the New Jersey Workers' Compensation Act.

3. Employee and his wife acknowledge that, as of the date of their execution of this Release, they have been given more than twenty-one (21) calendar days to consider this Release. For a period of seven (7) days following their execution of this Release, Employee may revoke this Release only by providing written notification to Employer's attorney by first class regular mail and electronic mail. This Release shall not become effective or enforceable until this 7-day revocation period has expired.
4. Employer hereby advises Employee and his wife to consult with an attorney regarding this Release, and Employee and his wife acknowledge that they have had ample opportunity to do so.
5. Employee and his wife agree and acknowledge that the only consideration for executing this Release is the consideration referenced in Paragraph 1 of the Agreement and neither Employer nor its representatives made any representations concerning the terms or effect of this Release other than as set forth in this document. Employee further agrees and acknowledges that the terms and conditions of this Release are final and binding upon him. Employee and his wife specifically acknowledge that the consideration provided to them under Paragraph 1 of the Agreement exceeds the nature and scope of that to which he would otherwise have been entitled to receive from Employer and constitutes adequate consideration for his promises herein. Employee and his wife represent that they have read and understand the Release in its entirety, including the waiver of rights under the Age Discrimination in Employment Act, and they enter into this Release knowingly and

voluntarily, without duress or reservation of any kind, and after having given the matter full and careful consideration.

BY SIGNING BELOW, EDWARD GIBNEY AND NANCY GIBNEY REPRESENT: (1) I HAVE FULLY READ THIS GENERAL RELEASE AND WAIVER OF CLAIMS (THE "RELEASE"); (2) I HAVE TAKEN THE TIME NECESSARY TO REVIEW COMPLETELY AND FULLY UNDERSTAND THIS RELEASE; (3) I HAVE BEEN GIVEN 21 DAYS TO CONSIDER THIS RELEASE AND EVEN IF I HAVE NOT USED THE FULL 21-DAY PERIOD, THIS DECISION HAS BEEN MADE KNOWINGLY AND VOLUNTARILY; AND (4) I FULLY UNDERSTAND THIS RELEASE, AGREE TO IT AND ACKNOWLEDGE THAT IT IS FULLY BINDING UPON ME.

EDWARD GIBNEY

Date: _____

TOWNSHIP OF CHATHAM

By:

Date: _____

NANCY GIBNEY

Date: _____