

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is between Stuart Brown ("Brown") and Township of Aberdeen ("Township") (collectively referred to as "the parties").

WHEREAS, Brown is currently employed as the Township Manager of the Township of Aberdeen; and

WHEREAS, Brown entered into an Agreement of Employment with the Township in December 2005; and

WHEREAS, Brown has tendered his resignation to the Township and the Township has agreed to accept Brown's resignation; and

WHEREAS, the parties have come to an understanding regarding Brown's resignation; and

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. Settlement Compensation. Brown shall receive six (6) months salary, based upon the 2008 Salary Ordinance, which includes a cost of living increase and, shall be a total and complete settlement of any and all claims that Brown now has or may have against the Township or any of the Released Parties based on anything that has happened up to now, including, but not limited to, any claims for attorneys' fees and costs. Brown agrees that he will not seek anything further from the Township or any of the Released Parties, as defined below, including any other payment except as set forth herein. Brown has an affirmative obligation to advise the Township immediately of any subsequent employment during that twelve (12) month period.

2. Health Insurance. Brown shall receive twelve (12) months of COBRA

Benefits, from the date of this Agreement, as they now exist or hereinafter may be amended according to the Plan Documents. The Township agrees to reimburse Brown on a monthly basis for COBRA by the 1st of each month, unless Brown becomes employed during the twelve (12) month period and is entitled to benefits equal to or greater than the benefits provided by the Township.

3. Cellular Telephone. Brown shall return the Township's cellular telephone on February 29, 2008. Brown shall be entitled to keep the telephone number assigned to that telephone. The Township shall pay Brown \$1,055.00, which shall be equal to the cost of maintaining new cellular telephone plan within thirty (30) days of the date this Agreement is approved by the Township Council.

4. Automobile. The Township will allow Brown to continue use of the Township's automobile until February 29, 2008; however, Brown shall be solely responsible for all expenses incurred as a result of that usage, such as gasoline and any maintenance.

5. Vacation. Brown shall receive his accumulated twenty-eight (28) days of vacation, which shall be paid in a lump sum within thirty (30) days of the date this Agreement is approved by the Township Council.

6. Tax Liabilities. Brown shall be solely responsible for the payment of all federal, state, and/or local taxes (whether based on income, gross receipts or otherwise).

7. Release and Waiver of Claims.

(a) "Released Parties" means the Township of Aberdeen, its agents, servants, appointed and elected officials, past, present and future, employees, attorneys, and agents.

(b) Brown hereby releases the Released Parties from all claims and rights that Brown has against any and all Released Parties. This releases all claims, including those of

which Brown is not aware and those not mentioned in this Agreement. This releases all claims for attorneys' fees, costs, and interest. This release applies to claims and rights resulting from anything that has happened up to now. This release does not apply to claims arising under or after the date of this Agreement.

(c) Browns specifically releases all claims that he asserted or could have asserted in the Civil Action, and all claims and rights arising from or relating to Employee's employment or other relationship with the Released Parties, including but not limited to: any claims or rights Brown may have under Title VII of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the federal Family and Medical Leave Act, Section 1981 of the Civil Rights Act of 1866, the Employee Retirement Income Security Act, the federal Fair Labor Standards Act, the federal Equal Pay Act, the federal Worker Adjustment and Retraining Notification Act, the New Jersey Worker Adjustment and Retraining Notification Act, the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, the New Jersey Family Leave Act, the New Jersey Equal Pay Act, the New Jersey Wage Payment Law, the New Jersey State Wage and Hour Law; any and all public policy claims, including but not limited to those under Pierce v. Ortho Pharmaceutical Corp., 84 N.J. 58 (1980); any New Jersey law, statute, regulation or ordinance prohibiting discrimination, retaliation and harassment; and any other federal, state, or local laws against discrimination, harassment, retaliation, or laws protecting whistleblowers, or any other federal, state, or local law or regulation or common law relating to employment, working, wages, hours, leave, or any other terms and conditions of employment and/or the termination of employment.

(d) This releases all claims for breach of contract, breach of the covenant of good faith and fair dealing, wrongful discharge, constructive discharge, hostile work environment, retaliation, failure to promote, failure to accommodate, breach of fiduciary duty, promissory or equitable estoppel, unjust enrichment, whistle-blowing, negligent infliction of emotional distress, negligence, intentional infliction of emotional distress, fraud, misrepresentation, defamation, torts, "violations of the public policy of the State of New Jersey," any and all claims for wages or compensation, including salary, benefits, payment of accumulated sick leave, stipends, workers compensation benefits, or any other claims in any way related to Brown's employment with or resignation from his employment with the Township.

(e) Brown represents and warrants that there are no pending or outstanding administrative or judicial proceedings, charges, complaints, claims or actions against the Township or any of the Released Parties to which Brown is a party or which are maintained on behalf of Employee. Brown acknowledges that the Township relies upon this representation and warranty in agreeing to enter into this Agreement.

8. Binding Effect. This Agreement is binding upon and shall inure to the benefit of anyone who succeeds to the rights, interests or responsibilities of the parties. Brown makes the releases contained in this Agreement for the benefit of the Released Parties and all who succeed to their rights, interests, or responsibilities.

9. Confidential Information. Brown acknowledges that he may have had access to and possession of Township confidential business information and/or proprietary information ("Confidential Information"). Brown shall not disclose any Confidential Information to any third person unless required by law. Brown further agrees that he shall not use any Confidential

Information for his personal benefit or for the benefit of any other employer, client, or other principal.

10. No Future Employment. Brown agrees that he is not eligible for future employment with the Township.

11. Confidentiality. Brown shall not directly or indirectly disseminate the terms of this Agreement to any person or entity not a party to this Agreement, except (a) by written agreement of the parties, (b) pursuant to a valid court order or subpoena, (c) as required by law, or (d) as otherwise provided in this paragraph. Brown may disclose the terms of this Agreement to his attorneys, financial advisors and/or spouse, provided he first advises them that the terms must not be further disclosed. Brown agrees that it shall be a violation of this Agreement by Brown himself in the event his attorneys, financial advisors and/or spouse disclose the terms of this Agreement.

The Township may disclose the terms of this Agreement as may be required in the ordinary course of its business or to comply with the terms of this Agreement.

12. Non-disparagement. The Township will ensure that all references given will be neutral or favorable towards Brown. Brown agrees that he will not make any disparaging remarks regarding the Township Council, Mayor, and/or employees, and the Township agrees not to make any disparaging comments about Brown.

13. Request or Subpoena. If Brown receives a request or subpoena seeking production or disclosure of the terms of this Agreement or Confidential Information, he shall send a letter within two (2) business days of receipt to that effect, together with a copy of the request or subpoena, to Township Attorney, Daniel J. McCarthy, Esq., Rogut McCarthy LLC, 37 Alden Street, Cranford, New Jersey 07016, and Township Manager, One Aberdeen Square,

Aberdeen, New Jersey, in order to afford the Township and/or any of the Released Parties an opportunity to evaluate its and/or their legal rights and take such action as they consider to be appropriate to protect the interests of the Township and/or any of the Released Parties.

14. Enforceability. If a court rules that any provision of this Agreement is not enforceable in the manner set forth in this Agreement that provision should be enforceable to the maximum extent possible under applicable law and should be reformed accordingly. If a court rules that any provision of this Agreement is invalid or unenforceable, that ruling shall not affect the validity or enforceability of the other portions of this Agreement, which shall continue in full force and effect.

15. Non-waiver. In the event either party violates any provision of this Agreement, the failure of the other party to enforce any of its rights at that time shall not constitute a waiver by the other party to enforce any provision of this Agreement at any time.

16. Compromise. This Agreement is the result of a compromise and is made solely to avoid the expenses of litigation. It shall not be construed as an admission of liability or wrongdoing on the part of the Township or the Released Parties.

17. Entire Agreement. This Agreement is the entire agreement between Brown and the Township. It supersedes any existing oral or written agreements, specifically Brown's Agreement of Employment, with respect to Employee's employment with and resignation of employment from the Township. No other representations regarding the Released Parties' relationship with Employee, or any obligations to Employee, have been made, or survive, except as set forth in this Agreement.

18. Amendment. This Agreement cannot be amended, except by a written document signed by the party against whom enforcement of any such amendment is sought.

19. Legal Counsel. Brown has had the option of consulting with an attorney before signing this Agreement.

20. Full Understanding. Brown has read this Agreement carefully, fully understands the meaning of its terms, and is signing this Agreement knowingly and voluntarily.

21. No Assignment. Brown may not assign this Agreement or any rights under this Agreement, except by will or by operation of the laws of intestate succession.

22. Breach of Agreement; Remedies. If any party violates a provision of this Agreement, in addition to any other rights the other party may have as provided in this Agreement, the other party also shall have the right to (a) injunctive or other equitable relief prohibiting further violations of this Agreement, and (b) all other legal and equitable relief available under the law.

23. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of New Jersey, without regard to its principles of conflicts of law. This Agreement has been jointly drafted and no provision shall be construed against a party because that party or its attorneys drafted that provision. Any action relating to this Agreement shall be filed in New Jersey.

24. Counterparts. The parties may sign this Agreement in separate counterparts.

25. Period for Consideration and Revocation. Brown shall have twenty-one (21) days to consider this Agreement. Brown may elect, at his option, to sign this Agreement in a shorter period of time. The parties further agree that any changes to this Agreement, whether material or immaterial, do not restart the running of the 21-day period.

In addition, Brown shall have seven (7) days after signing this Agreement to revoke his acceptance of this Agreement. Any revocation must be made by delivering written notice of

revocation to: Daniel J. McCarthy, Esq., Township Attorney, Rogut McCarthy LLC, 37 Alden Street, Cranford, New Jersey 07016. To be effective, any revocation of this Agreement must be in writing and received by the Township Attorney no later than the close of business on the seventh (7th) day after Brown signs the Agreement.

This Agreement shall not become effective or enforceable until the expiration of seven (7) days after Brown signs this Agreement. If Brown revokes his acceptance of this Agreement, the Township shall not be required to provide any of the consideration described in this Agreement and Brown shall promptly return any of the consideration that he has already received.

The parties signify their entry into this Agreement by signing below.

Subscribed and sworn to before
me this _____ day of _____, 2008.
Notary Public

David Dalko
Dated: 2-27-08

STUART BROWN

Stuart Brown
Stuart Brown
Dated: 2/27/08

TOWNSHIP OF ABERDEEN

By: *David Sobel*
Mayor David Sobel
Dated:

WITNESS:

David Dalko
Dated: 2-27-08