

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter referred to as the “Agreement”) is entered into this 7th day of July 2026 between the Township of West Orange (hereinafter referred to as “Township”) and Richard Smith hereinafter referred to as (“Smith”) (collectively, the “Parties,” each a “Party”).

WHEREAS, Smith has been an employee with the Township from the period of June 4, 2001-June 1, 2026;

WHEREAS, a calculation of Smith’s accumulated accrued leave time balances and ending pensionable rate have been provided to support a total payment of \$65,484.65.

WHEREAS, outside legal counsel has reviewed documentation, including accrual balances, has verified the figures that support the total payment amount, and has provided a written opinion in support thereof;

WHEREAS, the Parties wish to resolve all disputes which may have arisen out of or in relation to the processing of payment of Smith’s accrued earned and unused paid leave and Smith’s employment with the Township to date; and

WHEREAS, the Parties wish to memorialize in the Agreement all the terms and conditions of Smith’s employment separation payout and desire to resolve all outstanding issues with respect to this matter;

NOW, THEREFORE, in consideration for the promises and mutual covenants set forth herein, the Parties agree as follows:

COVENANTS AND TERMS OF AGREEMENT

1. TOWNSHIP TO PROCESS PAYMENT

a. The Township agrees to process payment to Smith for all his accrued earned and unused paid leave time without further delay in the amount of \$ **65,484.65**.

b. Smith agrees to waive any and all claims to back pay, benefits, and any and all other monetary claims including, but not limited to, attorneys’ fees with respect to his employment with the Township to date with the sole exception of the payment pursuant to paragraph (a) above.

c. Smith and the Township acknowledge that this Agreement does not nor will it establish precedent in any future proceedings, nor is it intended to add to, modify or change any collective bargaining agreement.

d. The Parties also understand that Smith may be applying for retirement benefits with the State of New Jersey, Division of Pensions and Benefits. Smith understands and agrees that the ultimate approval of said pensionable benefits is at the sole risk of Smith and any denial thereof shall in no way affect the enforceability of this Agreement or diminish the consideration given therefore.

2. **COMPLETE RELEASE.** In exchange for the above consideration, Smith and his heirs, assigns and agents, hereby irrevocably and unconditionally waive, release and forever discharge any and all claims or rights, whether known or unknown, from the beginning to time up to the date this Agreement is executed against the Township personally and officially, individually and collectively, its past and present Council members, all officers and administrators, its attorneys, agents and employees, personally and officially, as well as their successors, and assigns (collectively, the "Releasees"), including, but not limited to any and all claims for damages, reinstatement, attorney's fees, penalties, potential lost interest payments and/or costs under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., the Civil Rights Act of 1991, 42 U.S.C. § 1981a et seq., the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 et seq. ("ADEA"), the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. ("ADA"), the Pregnancy Discrimination Act, the Equal Pay Act, the Family and Medical Leave Act ("FMLA"), as amended, the Sarbanes-Oxley Act of 2002, the United States Constitution, the Constitution of the State of New Jersey, the Conscientious Employee Protection Act ("CEPA"), New Jersey Law Against Discrimination ("NJLAD"), the New Jersey Employer-Employee Relations Act, or any other federal, state or local laws, regulations or ordinances regulating employment or the workplace or of similar effect to the foregoing, including, but not limited to any federal, state or local law regarding retaliation for protected activity or interference with protected rights, and all amendments to each such law. Smith understands and acknowledges that Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., the Civil Rights Act of 1991, 42 U.S.C. § 1981a et seq., the ADEA, the ADA, the FMLA, the CEPA, the Equal Pay Act, NJLAD, the state and local civil rights laws, provide Smith the right to bring actions against the Township if, among other things, Smith believes he has been discriminated against on the basis of race, ancestry, color, religion, sex, pregnancy, national origin, disability, age, need for protected leave, medical condition, sexual orientation, marital status, veteran status, benefit eligibility or any other protected basis. This Agreement shall constitute and may be raised by the Township and other Releasees as, a bar to recovery by Smith in any action initiated by him or on his behalf against the Township and other Releasees or any of them in any forum, including, but not limited to, administrative charges filed with the EEOC or National Labor Relations Board under one or more of the statutes listed above. Nothing in this waiver and release is intended to or shall interfere with Smith's right to participate in a proceeding with any appropriate federal, state or local government agency enforcing discrimination laws, nor shall this Agreement prohibit Smith from filing a charge of discrimination or cooperating with any such agency in its investigation. Provided, however, Smith hereby waives the right to receive money or monetary relief in any action he institutes or is instituted on his behalf by any other person, entity or government agency. It is expressly understood that the arrangement herein shall not be construed to represent any policy or procedure of the Township.

3. **FUTURE EMPLOYMENT.** Smith agrees that if he applies for employment in any position with the Township at any time in the future, the Township has the absolute discretion to refuse to hire him. Smith specifically acknowledges that this agreement may constitute a waiver of any right he may have under the Civil Service Commission to be hired by the Township for any position. Smith will not appeal or challenge the Township's refusal to hire him in any court of law, administrative agency, in arbitration or before any governmental body.

4. **NON-ADMISSION.** This Agreement is executed and all consideration is given in final settlement of disputed claims and shall not be construed as an admission of any allegation or of liability by the Township, by whom any such obligation or liability is expressly denied.

5. **NO DISPARAGING STATEMENTS.** Smith agrees that he will not make any statement(s) that has, have or can be expected to have the effect of disparaging the Township or any of its representatives, agents and employees.

6. **CONSULTATION WITH ATTORNEY.** Smith has been given the opportunity to consult with his attorney with respect to this Agreement and to review with his attorney all the terms and conditions of this Agreement prior to executing this Agreement.

7. **COMPLETE AGREEMENT.** This Agreement contains the entire agreement between Smith and the Township, and each of them, with respect to the subject matter and supersedes all prior agreements or understandings dealing with the same subject matter. There is no agreement on the part of the Township to do anything other than as is expressly stated in this Agreement. This Agreement shall in all respects be interpreted, enforced and governed by the Laws of the State of New Jersey.

8. **MODIFICATION.** No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by the party to be charged.

9. **SEVERABILITY.** Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

10. **SMITH ATTESTS.** Smith represents and warrants that he has carefully read each and every provision of this Agreement and that he fully understands all of the terms and conditions contained in each provision of this Agreement. Smith represents and warrants that he enters into this Agreement voluntarily, of his own free will, without any pressure or coercion from any person or entity including, but not limited to, the Township or the Releasees.

11. **FULL KNOWLEDGE OF TERMS AND REVIEW PERIOD.** The Township advises Smith to consult with an attorney of his choice and his expense prior to

executing this Agreement and Smith hereby represents and warrants that, prior to executing this Agreement, he has fully discussed its meaning and effect with an attorney of his choosing, or that he has waived his right to consult with an attorney, and he fully understands its meaning and effect. Smith has twenty-one (21) days from the date it is provided to him to consider it before signing it. In particular, Smith represents and warrants that his attorney has explained to him, and/or he fully comprehends the meaning of each of the provisions of this Agreement and that he has entered into this Agreement voluntarily. Smith's signature also acknowledges that (1) the Township advised him to consult with an attorney before signing this Agreement; (2) he has up to twenty-one (21) days from the date he receives this Agreement to consider it before signing it; and (3) if Smith signs this Agreement less than twenty-one (21) days after receiving it, he does so knowingly and voluntarily, and waives any right he might have under the Age Discrimination in Employment Act, as amended, to the full twenty-one (21) days to consider this Agreement. Smith has seven (7) days after signing this Agreement in which to revoke his acceptance by delivering written notice revoking his acceptance.

This revocation must be provided directly to the **Township's Labor Counsel, Ramon E. Rivera, Esq. of Antonelli Kantor Rivera PC, 354 Eisenhower Pkwy, Suite 1000, Livingston, New Jersey 07039**. Accordingly, this Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired. If Smith does not revoke this Agreement during the seven (7) day revocation period, it shall be deemed accepted. Smith agrees that he made an informed and voluntary decision to sign this Agreement on the date he has done so, because he did not need any additional time to decide whether to sign this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby I, Richard Smith, executed the foregoing Agreement this _____ day of July 2026.

RICHARD SMITH

TOWNSHIP OF WEST ORANGE

BY: _____

WAIVER

By signing below, the undersigned hereby irrevocably elects to waive the 21-day period referred to in the 11th recital on page 4 of this Agreement.

RICHARD SMITH

DATED: