

January 4, 2016

John Salamone

16 Judge Lane

Newington, CT 06111

Dear John,

This letter is a confirmation of today's meeting with me, Carol Anest and Beth Delbuono surrounding your termination of employment with the Town of Newington ("the Town"), effective January 4, 2016. In an effort to assist you during this time, and in exchange for your professional cooperation and collaboration through these next thirty (30) days, we are prepared to offer you the following severance package:

1. Severance Compensation:

You will receive seven (7) months of severance compensation which begins on Tuesday, January 5, 2016 and continues through Friday, August 5, 2016. Severance compensation will be paid in two installments. The first installment of three and one half months severance immediately after the expiration of the revocation period for the agreement. The remaining 3 and one half months severance will be paid three months from the payment date of the first installment.

2. Benefits:

Your current medical and dental insurance will continue through August 31, 2016, fully paid by the Town. The COBRA package which details associated costs and time periods for continued coverage as of September 1, 2016, will be sent under separate cover to your home address in August. In addition, all current Group Life, LTD & STD insurance plans will be paid through August 5, 2016. Furthermore, you will have the opportunity, to the extent offered as a benefit and as permitted under the terms of the group life insurance contract, to "port" or "convert" only your group life insurance and that portability document, if available under the terms of the group life insurance contract will be sent out along with the COBRA paperwork.

3. Paid Time Off:

You will receive any unused 2016 Paid Time-Off (PTO) that you have earned through December 31, 2015. At this time, the calculated gross value for this payment is \$13, 897.38 which equates to twenty-four and one half (24.5) days. This PTO cash-out payment will be processed and paid with the first installment.

5. Unemployment Benefits:

You should contact your local CT unemployment office and initiate an unemployment claim.

6. Employment Reference:

The Town will provide a favorable reference to any and all potential employers seeking employment information on your behalf. No negative or critical statements will be made to potential employers by Town nor its employees, regarding your performance, character or any other attribute.

7. Town and Your Personal and Professional Reputation:

You agree to refrain from engaging in any conduct that damages the reputation or otherwise defames, disparages or criticizes the Town. You further agree not to make any statements to any prospects, and/or current or past employees or to make any statement to the press concerning Town, other than what is agreed to by the Town. Likewise, you have a reputation to consider and Town agrees to refrain from engaging in any conduct that damages your reputation or otherwise defames, disparages or criticizes John Salomone. Town agrees not to make any statements to any prospects, and/or current or past employees or to make any statement to the press, other than language agreed to by the parties, concerning John Salomone in any form, including work performance, personality, reasons related to termination of employment at Town in any form. The agreed upon language is:

“John Salomone is leaving the Town of Newington to pursue other professional opportunities. The Town wishes him the best of luck and thanks him for his service.”

8. General Release:

Employee acknowledges and agrees that the Town's obligations as set forth above include payments and/or benefits which are not due to Employee now, or in the future, and which constitute valuable consideration for the promises and undertakings set forth in this Agreement. Employee acknowledges and agrees that Employee is not due any other salary, commissions, overtime, bonuses, vacation pay, sick pay, severance pay, expense reimbursements or other payments or benefits whatsoever from Town. In consideration for the payment and undertakings set forth in this Agreement, Employee does hereby completely remise, release and forever discharge the In exchange for the benefits described herein, I, my heirs, executors, administrators, successors and assigns, fully and forever waive, release and give up any claim I may have against the Town, its employee benefits plans and arrangements, the trustees, fiduciaries and administrators of those plans and arrangements, and any of its present or past elected or appointed officials, employees, officers, directors, agents and contractors, and each of their predecessors, successors and assigns (“Released Parties”), as of the date I sign this Agreement. This includes, but is not limited to, all claims arising from or based on my employment with the Town or my separation from employment as well as any claims

attributable to: common law; contract, quasi-contract or tort; unpaid salary, compensation or benefits; all claims, rights, demands, actions, obligations, and causes of action of any and every kind, nature and character, known or unknown, which Employee may now have, or has ever had, against the Released Parties heretofore or hereafter arising from or in any way connected with or incidental to the dealings between Employee and the Town prior to the effective date of this Agreement. Without limiting the generality of the foregoing, Employee also specifically releases the Released Parties from any and all claims, demands and causes of action which have been or could have been asserted as a result of Employee's employment with the Town, separation from employment or other status with the Town, including but not limited to all "wrongful discharge" claims; all claims relating to any contracts of employment, express or implied; any covenant of good faith and fair dealing, express or implied; claims for breach of privacy or defamation; any tort of any nature; any claims relating to harassment or discrimination of any sort; any claims arising out of any federal, state, or municipal statute or ordinance; any claims under the Civil Rights of 1866, 42 U.S.C. § 1981, any claims under the Federal Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, as amended, the Family and Medical Leave Act of 1993, the Americans with Disabilities Act, the Connecticut Fair Employment Practices Act or Human Rights and Opportunities and similar provisions under the laws of the State of Connecticut or any other State, and any other laws and regulations relating to employment, discrimination, retaliation or civil rights and any and all claims for attorney's fees and costs. Employee further agrees that Employee will not file or cause to be filed any civil action, suit or legal proceeding for personal relief (including any action for damages, attorneys' fees or costs, injunctive, declaratory, monetary or other relief) against the Released Parties involving any matter occurring up to and including the date of this Agreement or involving any continuing effects of any acts or practices which may have arisen or occurred prior to the date of this Agreement. Employee agrees not to accept any personal relief if any person, organization or other entity brings a claim against the Released Parties involving any such matter. Without limitation to the application of Connecticut General Statutes Section 1-110, et. Seq. and any successor legislation, regulations, or other laws, nothing in this agreement shall serve as a waiver by Employee of his rights, if any, to accrued and/or vested pension benefits or retirement benefits.

9. Older Worker's Benefit Protection Act:

This Agreement is intended to comply with the Older Workers' Benefit Protection Act of 1990 ("OWBPA") with regard to the Employee's waiver of rights under the Age Discrimination in Employment Act of 1967 ("ADEA").

- a. The Employee is specifically waiving rights and claims under the ADEA.
- b. The waiver of rights under the ADEA does not extend to any rights or claims arising after the date this Agreement is signed by the Employee.
- c. The Employee is receiving consideration in addition to what the Employee would otherwise be entitled.

- d. The Employee acknowledges that the Employee has been advised to consult with an attorney before signing this Agreement.
- e. The Employee acknowledges that the Employee has had a period of twenty-one (21) days to consider the decision to sign the Agreement.
- f. This Agreement shall become effective on the eighth (8th) day following the date on which the Agreement is signed by the Employee. It is understood that the Employee may revoke Employee's approval of this Agreement in the seven (7) day period following the date on which the Employee signs the Agreement. Notice of revocation must be in writing, and submitted to the Town within the seven-day period.

10. Obligation:

Employee agrees that the Town has no obligation (contractual, statutory or otherwise) to rehire, recall, re-employ or hire her in the future.

11. Confidentiality:

- a. This Agreement - You further agree to keep the terms and conditions of this Agreement completely confidential, and therefore, by accepting this Agreement, not to disclose any of its terms or conditions to anyone, with the exception of your spouse or financial or legal advisors, the IRS and other taxing authorities, my immediate family (spouse, children, siblings, parents), or as required by law, or in response to an inquiry from any judicial, governmental, regulatory, agency or organization. If I do disclose the existence of or the terms of this Agreement to my immediate family, my attorney, or to my financial and other advisors, I will tell them that they must not disclose the terms of this Agreement. If they disclose the existence of this Agreement or its terms, that will be considered a violation of this Agreement by me. You also agree not to speak or act in any manner that may directly or indirectly harm the goodwill and/or reputation of Town.
- b. Town Confidential Information - You are reminded that you shall not disclose at any time hereafter, any information deemed by Town to be proprietary (or which Town is obligated to keep confidential by reason of agreement with a third party), including, but not limited to, information derived from Town lists/reports/databases; Town policies, procedures, manuals, training materials, employee data; Town contracts, agreements, marketing or sales proposals or presentations or financial reports; Town computer software or hardware ("Town Confidential Information").
- c. Town Property - Any property which you may have in your possession must be returned to Town within seven (7) days, January 11, 2016, of this agreement, whether or not you elect to execute this document.

12. Breach:

If you breach any of the provisions of this Agreement, or, in the case of your breaching any of your ongoing, above-referenced Confidentiality agreement obligations, Town is entitled to seek repayment of the Severance Compensation component as set forth above, hereof, together with any other legal remedies or recourses that may be available to Town in law or equity.

13. Severability:

If any term(s) or condition(s) of this Agreement shall be adjudged invalid or unenforceable by a court or entity of competent jurisdiction, then this Agreement shall be interpreted in the absence of such invalid or unenforceable term(s) or condition(s) and this Agreement shall otherwise remain in full force and effect.

14. Governing Law:

This Agreement shall be governed by, and construed by the laws of the State of Connecticut, irrespective of its conflict of laws provisions.

PLEASE TAKE THE TIME TO READ THIS AGREEMENT CAREFULLY, SINCE THIS AGREEMENT CONTAINS A RELEASE OF ALL UNKNOWN AND KNOWN CLAIMS THAT YOU HAD/MAY HAVE AGAINST Town.

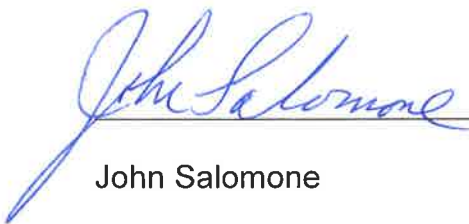
If you agree to its terms and conditions, please sign and date BOTH AGREEMENT ORIGINALS where indicated below, retaining one (1) agreement original for your records, and returning the other Agreement to me in the return mail envelope provided herewith. Because this is a legally binding document, you should consult with an Attorney before accepting this Agreement if you wish to do so. You may have up to twenty one (21) days to consider whether or not to accept this Agreement. Failure to respond no later than January 31, 2016, at the close of business day, will be a declination of this severance package. After accepting, you may have up to seven (7) days to revoke your acceptance. This Agreement will not become effective or enforceable until the expiration of the seven-day revocation period.

Roy Zartartian Date
Mayor
Town of Newington


Beth Delbuono Date
Majority Leader
Town of Newington

Carol Anest Date
Minority Leader
Town of Newington

I HAVE READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND FREELY AGREE TO BE BOUND THEREUNDER



John Salomone



Date