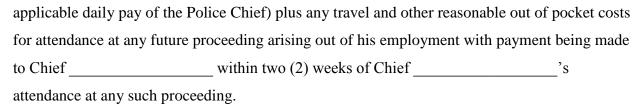
Personal Days and

RELEASE OF ALL CLAIMS

]	Γhis Ag	reement, by and between the C	ity of	("the City"), acting		
through	its May	or, ("M	ayor	") and Chief		
		("Chief	") hereby agre	e as follows:		
1	l. <u>]</u>	Resignation. Chief	agrees to	o resign from his position as		
Police C	Chief of	the City effective	This docum	nent shall constitute the		
resignati	ion doc	ment. The resignation is non-	revocable and is here	eby accepted by the City.		
From the	e date o	f execution of this Agreement	through 11:59 PM or	n, Chief		
		shall be on a paid admir	nistrative leave from	his position as Chief of		
Police. I	During t	he term of said leave the Chief	shall continue to rec	ceive his regular compensation		
at regula	ar interv	als and shall continue to be a s	ubscriber in the City	health, dental, and life		
insuranc	e plans					
2	2. <u>]</u>	Tuture Contacts. All future co	ontacts to the City or	any of its department heads		
or emplo	oyees by	prospective employers of Chi	ef	shall be referred to the		
Mayor v	vho sha	l respond as follows: (a) by sta	ating the Chief's year	rs of service in the Police		
Departm	nent, and	l (b) that he retired in order to	pursue other career of	opportunities The parties		
further a	igree to	the issuance of an announcement	ent in the form attach	ned hereto as "Exhibit A".		
3	3. <u>1</u>	Resignation Payments. The C	Lity agrees to make th	ne following payments to		
Chief		on or before the t	ime of Chief	''s resignation		
on		, less applicable taxes an	d deductions:			
((a) <u>Y</u>	Vacation Allowance: The City	shall pay to Chief _	the sum		
of	(\$) in full payment of vacation leave due.					
((b) <u>I</u>	Personal Leave: the City shall	pay to Chief	the sum of		
		(\$)	in full payment of po	ersonal leave due.		
((c) <u>I</u>	Paid Holidays: The City shall p	pay to Chief	the sum of		
		(\$) in full payn	nent of holiday pay due.		
((d) <u>s</u>	<u>sick Leave</u> : The City shall pa	ay to Chief	the sum of		
		(\$) in full payment of S	Sick Leave Buyback due.		

(f)	<u>-</u>		full of the amounts set forth abov	
total		(\$) that Chief	
has been pai	id in full for all a	accrued and unused bene	fits due at the time of his resignation	tion date of
4.	Lump Sum.	On or before	, the City shall pay to C	Chief
	a lun	p sum payment of	Dollars (\$) in
full resolution	on of his employ	ment with the City. Chi	efacknow	vledges that
he will be so	olely responsible	for any tax liability upo	on this lump sum payment. Chief	
	furth	er acknowledges that no	representations as to the taxabilit	ty or non-
taxability of	the amount des	cribed above have been	or are being made by the City. Fa	ilure to pay
the amounts	specified in this	and the previous paragr	raph shall be a material default, al	llowing the
Chief to rev	oke his resignati	on.		
5.	No Commun	ication Detrimental to	the City or Chief	
Chief		and the City, including	the Mayor, agree that neither wil	l make any
oral or writt	en communicati	on to any person or entit	y which has the effect of damagin	ng either's
reputation, o	or otherwise wor	king in any way to eithe	r's detriment.	
6.	Return of Ci	ty's Equipment and Co	ooperation. Upon the execution	of this
Agreement	and expiration o	f any applicable revocati	on period, Chief	shal
return to the	City all keys, e	quipment and property b	elonging to the City that are in hi	.S
possession o	or control.			
7.	Return of C	nief	's Equipment and Cooperation	on. Within
one week fo	llowing the com	plete execution of this A	Agreement, the City shall return to	Chief
	or pe	rmit him to retrieve all f	furniture, equipment and property	belonging
to him that a	are located at the	Police Department. If the	he Chief notifies the Mayor that a	ıll personal
property has	s not been return	ed, the Mayor shall pror	nptly arrange for the Chief to hav	e
supervised a	access to the Pol	ce Station and his office	e there to seek to locate and identi	ify any
items he cla	ims are his own.	Chief	shall cooperate with the Ci	ity
regarding ar	ny departmental	or City matters relating t	to events or occurrences during hi	is
employment	t with the City, i	ncluding but not limited	to the execution of affidavits or o	documents
and testifyin	ng or providing i	nformation requested by	the City, or any other formal pro	ceedings.
Chief		shall receive regular pe	er diem compensation (equal to th	e then



8. Mutual Release of All Claims and Waiver. In further consideration of the terms set forth in this Agreement, the parties hereby release and forever discharge each other and their agents, servants, and employees, individually or in their official capacities (collectively, the "Releasees"), but not any union, from any and all debts, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and/or liabilities whatsoever of every name and nature, and whether known or unknown to, or suspected or unsuspected by, Chief ______ or the City, both at law and in equity, as well as any possible disciplinary action, up to the date of this Agreement arising out of Chief ______ 's employment.

This release of all claims includes, but is not limited to, all claims under any employment agreement or amendment thereto; Chapter 31 of Massachusetts General Laws; the Massachusetts Civil Rights Act, M.G.L. c. 12, §§11H-11I; the Massachusetts Fair Employment Practices Act, M.G.L. c. 151B, §1 *et seq.*; the Massachusetts Equal Rights Act, M.G.L. c. 93, §102 and M.G.L. c. 214, §1C; the Massachusetts Labor and Industries Act, M.G.L. c. 149, §1 *et seq.*; the Massachusetts Privacy Act, M.G.L. c. 214, §1B, the Massachusetts Tort Claims Act, M.G.L. c. 258; 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., Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. §2000e. et seq.; Chapter 140, Section 131 and related sections of and related sections of Massachusetts General Laws; 42 U.S.C., § 1983; the Fair Credit Reporting Act; 15 U.S.C. 211681 et seq., and the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. 1001 et seq., which Chief ________ has against the Releasees as of the date of this Agreement, or ever had against the Releasees from the beginning of time through the execution date of this Agreement.

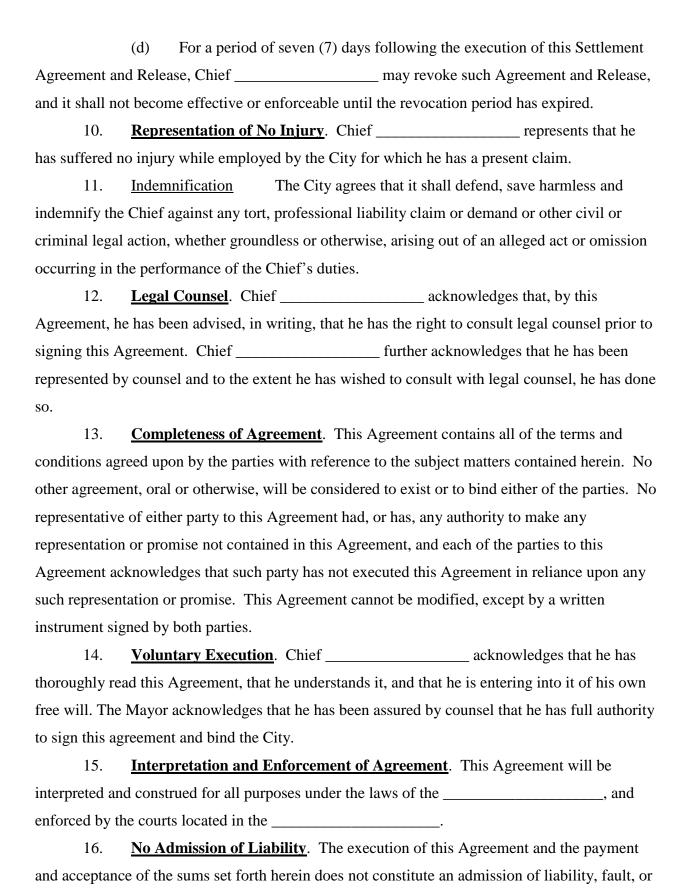
This release is intended by the City to be all encompassing and to act as a full and total release of any claims, whether specifically enumerated herein or not, that it may have or have had against the Chief's Releases resulting from the Chief's employment or that are or could have been asserted in this case, including, but not limited to, any claims arising from any federal, state

or local law, regulation or constitution dealing with his employment, employment benefits or employment discrimination; any tort; any claim for equity or other benefits; or any other statutory and/or common law claim. The City not only releases and discharges the Chief's Releasees from any and all claims as stated above that it could make on its own behalf or on behalf of other, but also those claims that might be made by any other person or organization on its behalf.

The City acknowledges that it may later discover facts different from, or in addition to, what it now knows to be true for matters released in this Agreement. Notwithstanding any such different or additional facts, the City agrees that this Agreement will remain in effect as to all claims released under this Agreement.

This release of all claims also includes all common law claims, including, but not limited to, claims of intentional or negligent infliction of emotional distress, wrongful discharge, claims for severance pay, interest, attorneys' fees, costs, and reinstatement of employment with the City, or any other claim arising out of, or otherwise related to, Chief ________'s employment, or separation from employment, with the City, or the facts that gave rise to his resignation from employment.

- 9. Release of Age Discrimination in Employment Claims. Pursuant to the Older Workers Benefits Protection Act's provisions for the valid release of an Age Discrimination in Employment claim as contained in 26 U.S.C. §626(f), as well as G.L. c.151B and any other laws referenced in this Settlement Agreement and Release;
- (a) The terms of this Settlement Agreement and Release apply to any rights or claims arising under 26 U.S.C. §626(f), as well as those arising under G.L. c.151B, and Chief knowingly and voluntarily waives his rights under 26 U.S.C. §626(f), as well as G.L. c.151B and any other laws referenced in this Settlement Agreement and Release;
- (b) Chief ______ is being advised to consult with his attorney prior to executing this Settlement Agreement and Release;
- (c) Chief ______ is being given a period of twenty-one (21) days within which to consider the Settlement Agreement and Release and has expressly waived that review period; and



wrongdoing by either party, does not create any precedent between the parties, and is not introducible in any proceeding between the parties except to enforce its own terms.

17.	<u>Confidentiality</u> . To the	extent permitted by law, the p	arties agree to keep strictly											
confidential, not to make public, and not to disclose to anyone in any manner the terms of this														
Agreement, ex	Agreement, except that Chief may disclose the terms of this Agreement to													
(a) city, state and federal tax authorities, his attorneys, tax preparers, accountants or other professional advisors, but only for the purpose of reporting the sums received hereunder; (b) immediate family members (if such members are informed that these matters are to be kept strictly confidential and not further disclosed to anyone); (c) as may be necessary to enforce the														
								Agreement; or	(d) upon court order. In	the event that Chief	files an			
								application for unemployment insurance following the resignation of his employment with the						
								City, the City agrees not to oppose such application but may provide a copy of this Agreement to						
the Commonwealth at the time it provides information relative to Chief's														
employment with the City.														
In witr	In witness whereof, the Parties by their representatives hereunto duly authorized, have													
executed this	Employment Settlement A	Agreement and Release as of the	e date set forth below and											
it shall be bind	ding upon and inure to the	benefits of the heirs, successor	ers and assigns of the											
Parties hereto.														
For the city:		For the chief	:											
Mayor	Date	Name:	Date											
Approved as t	o form and content:													
By: City Solicitor or Special Counsel														

MUTUAL PRESS RELEASE