

SEVERANCE AGREEMENT AND GENERAL RELEASE

WHEREAS, Mark Rinaldo has served as the Police Chief for the Town of Avon ("Avon" or "Town");

WHEREAS, Chief Rinaldo will retire from his employment with Avon effective January 2, 2020;

NOW, THEREFORE, for the mutual consideration set forth herein and intending to be legally bound, the Parties hereto do agree as follows:

1. Parties This Agreement and Release (hereinafter "Agreement and Release") is made and entered into between the Town of Avon (hereinafter, "Avon") and Mark Rinaldo (hereinafter "Rinaldo").

2. Non-Admission Neither the negotiation, undertaking, agreement nor execution of this Agreement and Release shall constitute or operate as an acknowledgement or admission of any wrongdoing or violation of any law, regulation or statute by the parties.

3. Transition Period In consideration of Rinaldo signing this Agreement and General Release, Rinaldo will be relieved of his full responsibilities as Police Chief as of November 27, 2019, but shall remain employed by Avon through January 1, 2020. During this period, Rinaldo shall continue to receive his salary and benefits, and Rinaldo agrees to assist in various tasks as reasonably requested by the Town Manager.

4. Upon retiring, Rinaldo shall be entitled to payout of any unused vacation and sick leave accrued as of December 31, 2019 as provided by Avon's Personnel Rules. Additionally, Rinaldo shall receive a pro rata payment (through December 31, 2019) of his medical insurance waiver. Said sick, vacation, and medical insurance payouts are set forth in Appendix A. As a retired employee, Rinaldo will be able to participate in the Town's retiree medical benefits as provided by the Town's rules and procedures.

5. Severance. In consideration of signing this Agreement and Release, and signing Appendix B between January 2 and 7, 2020, Rinaldo shall be provided severance equal to three (3) months of his current salary as paid in accordance with Avon's normal payroll (subject to appropriate withholding for income and payroll taxes). The first payment of severance shall begin the first payroll after February 1, 2020. In the event that you die before full payout of the severance has occurred, the remaining payments shall be made to your spouse Doreen Rinaldo.

This Severance shall be provided if Rinaldo has delivered a copy of this Agreement and Release signed by him to Avon within 21 days of receipt, and he does not revoke this Agreement and Release as provided below.

Rinaldo understands that: (1) Avon is providing the Severance described above in exchange for him entering into this Agreement and Release, (2) the Severance is in addition to any benefits to which he is otherwise entitled as an employee of Avon, and (3) Rinaldo would not receive the Severance without entering into this Agreement and Release and granting the general release and waiver set forth herein.

6. General Release.

In consideration of the Severance and other consideration provided in this Agreement, which is in addition to anything Rinaldo is otherwise entitled, Rinaldo promises not to sue (to the extent permitted by law) Avon, its successors or assigns, as well as their respective past and/or present Council members, officers, agents, employees, Insurers, and/or attorneys in both individual and/or representative capacities (hereinafter collectively referred to as "Releasees") for any matters arising from the beginning of time to the effective date of this Agreement and General Release. Rinaldo also releases and discharges the Releasees from, and holds them harmless against, any and all claims, obligations or liabilities, he has or may have by reason of any matter, cause or thing whatsoever, whether known or unknown, including but not limited to, those claims arising from or out of his employment with Avon and/or the termination of such employment, including without limitation: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e et seq.; Connecticut's Fair Employment Practice Act; the Equal Pay Act, 29 U.S.C. § 206(d); the Civil Rights Act of 1866, 42 U.S.C. §§ 1981, 1983, 1985 and 1988; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; claims pursuant to the state and/or federal constitutions; the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1974, 29 U.S.C. §§ 621 et seq., as amended (including the Older Workers' Benefit Protection Act, 29 U.S.C. § 626); the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461; the National Labor Relations Act; the Labor Management Relations Act; the Fair Labor Standards Act, 29 U.S.C. §§ 201-219; state or federal Consolidated Omnibus Budget Reconciliation Act; Employee Retirement Income Security Act; Connecticut's Wage and Hour Laws; the Connecticut Worker's Compensation Act (with the exception of any pending claim for workers' compensation benefits); the Federal Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq.; the Connecticut Sick Leave Act; the Genetic Information Nondiscrimination Act of 2008; the Consolidated Omnibus Budget Reconciliation Act; any federal, state or municipal law; and any and all other legal or equitable claims, whether in a contract, express or implied, or in tort, including but not limited to tortious interference with business relations, breach of the covenant of good faith and fair dealing, breach of contract (including breach of collective bargaining agreement), promissory estoppel, detrimental reliance, misrepresentation, tortious or wrongful or retaliatory discharge from employment, breach of public policy, any federal and/or state whistleblower law, any federal and/or state occupational health and safety law, fraud, misrepresentation, defamation, self-defamation, tortious interference with contractual relations, intentional or negligent infliction of emotional or mental distress, negligent supervision or hiring, or for attorneys' fees and costs. Without limiting the foregoing, Agreement shall specifically apply to all claims due to anything arising from or out of the Rinaldo's employment and the termination of his employment and anything

which happened before he signs this Agreement, even those claims which are not known to him.

However, this Release does not include: (a) any claim for employee fringe benefits to which Rinaldo is entitled (Rinaldo acknowledges that he is not presently aware of any breach by Avon of any obligation to provide such benefits); (b) any claim by Rinaldo for unemployment compensation benefits; (c) any rights or claims arising out of this Agreement and Release; (d) any rights or claims that may arise after the date this Agreement and Release is signed; (e) any pending claims that Rinaldo may have for Workers Compensation benefits, including WC Claim Nos. 601052485, 601063132 and 606063428, and claims relating to his motor vehicle accident on 5/17/19 (WC Claim No. pending); (f) any counter-claims that Rinaldo may have against any town officer or employee who asserts a claim against Rinaldo in his personal or official capacity; (g) any claims for indemnification under Conn. Gen. Stat. Section 7-101 and 7-465; or (h) any rights that Rinaldo cannot legally waive.

THIS SHALL OPERATE AS A GENERAL RELEASE.

5. Limited Release of Rinaldo. In consideration of Rinaldo signing this Agreement, Avon promises not to sue (to the extent permitted by law) Rinaldo with regard to any claims it may have against Rinaldo regarding any complaints the Town in received prior to Rinaldo signing this Agreement.

6. Rinaldo further represents that he has no complaints, charges or claims against those persons and/or entities released currently pending before any local, state or federal court, tribunal or administrative agency, with the exception of his pending claims for Workers Compensation benefits referenced above in Paragraph 4. Rinaldo also represents that if any such court, tribunal or agency assumes or has assumed jurisdiction over any such complaint or charge, he shall within five days request in writing that the court, tribunal or agency withdraw the matter with prejudice. In addition, Rinaldo agrees to waive all rights to recovery for any damages awarded as a result of any lawsuit brought by any third party or governmental agency on his behalf.

7. Waiver and Withdrawal. Except as provided below in this Paragraph, Rinaldo waives any right to file or participate in any charge or complaint against any of the Released Parties, or accept any recovery from any charge or complaint against any of the Released Parties. This waiver applies to actions before any court or administrative agency, *except* that this waiver shall not apply to Rinaldo's rights to file any charge or complaint with, or assist in any investigation or proceeding conducted by or through, the Equal Employment Opportunity Commission or any other governmental entity or agency, where a waiver of such rights is prohibited by law. However, by executing this letter agreement, Rinaldo waives the right to recover any damages or other relief in any claim or suit brought by or through any such governmental agency or entity. Additionally, this waiver does not apply to Rinaldo's claims for Workers' Compensation benefits as referenced above in Paragraph 4.

In signing this Agreement, Rinaldo agrees withdraw any complaint or action he may have filed in which he seeks damages or attorneys fees as released above.

8. Indemnity and Hold Harmless. The parties covenant not to file or pursue any lawsuits concerning the matters released above. If either party attempts to bring or pursue such a lawsuit, they shall indemnify and hold harmless the other party and any Released Parties from all costs, attorney's fees and liability occasioned by any such lawsuit/action.

If, contrary to this Agreement, a lawsuit is filed by Rinaldo, Avon will have the right, without affecting the continued validity and enforceability of the Release, and in addition to and not in lieu of all other legal or equitable remedies, to discontinue all further payments and benefits under this Agreement (other than vested benefits under any qualified retirement plans).

9. Cooperation. Rinaldo recognizes that there are ongoing matters with which he was involved. Rinaldo agrees that through April 30, 2020, for no additional compensation, Rinaldo shall cooperate and assist in dealing with those situations such as preparing for and attending any depositions, responding to discovery, responding to inquiries, etc. If Rinaldo's assistance is required thereafter, he shall be compensated for any reasonable expenses he incurs due to his assistance.

10. Right to Revoke, Consideration Period, Consult an Attorney. Rinaldo has twenty-one (21) days to consider whether to sign this Agreement and Release. However, Rinaldo may choose to sign and deliver this Agreement and Release at any time before the consideration period expires. Rinaldo may revoke this Agreement and Release at any time during the period of seven (7) days after the date he signs it, by delivering a written revocation to the Town Manager. The revocation must include the statement "*I revoke my acceptance of the Agreement and Release,*" or a similar statement. A written revocation will be considered effective if it is delivered, either by hand before the end of the seven-day revocation period, or by mail with a postmark dated before the end of the seven-day revocation period. Furthermore, Avon specifically advises Rinaldo to consult with an attorney prior to signing this Agreement and Release, which he has done.

11. Non-Disparagement. Rinaldo will not disparage Avon or any of its current or former Council members or employees, nor will he request, induce, or direct other persons to do so. The Town Manager, Assistant Town Manager, and the Town Council members agree that they will not disparage Rinaldo, nor will they request, induce, or direct other persons to do so. This provision shall not apply to any statements required by: (a) applicable law; (b) a lawful court order; (c) a lawfully issued subpoena; or (d) any litigation to enforce the terms of this Agreement. Information shall be deemed disseminated or communicated if transmitted by any means whatsoever, including, but not limited to, signed or anonymous writings, social media, e-mails, facsimiles, electronic transmissions, electronic postings (including, without limitation, Facebook,

Twitter, blog postings, LinkedIn, website forums, and other related internet postings), and oral communications.

12. No Re-Employment. Rinaldo's employment with Avon has ended. Rinaldo understands that and agrees that he has no right to be hired or rehired for any job with Avon, and Avon shall have the right, for any reason or for no reason, to deny future employment to Rinaldo. However, nothing stated herein to the contrary shall prevent Rinaldo from applying for, seeking or accepting employment with a company doing business with Avon.

14. Governing Law and Venue. Except as referenced herein, this Agreement and disputes arising therefrom shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to any choice or conflict of law provision or rule. Any action concerning this Agreement shall be brought in state or federal court in Connecticut.

15. Severability and Entire Agreement. The provisions of this Agreement are severable. The parties agree that this Agreement constitutes the full and complete understanding between them and may not be modified or amended, except in writing, signed by all parties. Rinaldo acknowledges that he has not relied on any representations, promises or agreements of any kind made to him in connection with his decision to sign this Agreement, except for those set forth in this Agreement. In the event that any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been deleted. Each party agrees to execute such amendments as may be necessary to accomplish the intent of this paragraph, which is to maintain in force all terms of this Agreement to the full extent permitted by law.

This Agreement shall not be modified or amended except by an instrument in writing under seal signed by all the parties hereto.

16. Voluntary Agreement. This Agreement embodies the arm's-length negotiation and mutual agreement between Avon and Rinaldo and shall not be construed against either party as having been drafted by such party.

Rinaldo represents that he has read and understands this Agreement, and voluntarily agrees to its terms.

17. Effective Date. This Agreement shall be effective upon expiration of the revocation period.

18. Section 409A of the Code.

(a) Applicability of Section 409A. Amounts payable under this Agreement are intended either to be exempt from the rules of Section 409A of the

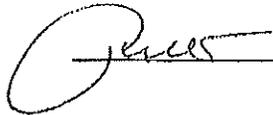
Code or to satisfy those rules and shall be construed accordingly. Each payment in a series of payments hereunder shall be deemed to be a separate payment for purposes of Section 409A of the Code. Avon shall not be liable to Rinaldo with respect to any Agreement-related adverse tax consequences arising under Section 409A or other provision of the Code.

(b) Violations of 409(A). If any provision of this Agreement contravenes any regulations or Treasury guidance promulgated under Code Section 409A or could cause an amount payable hereunder to be subject to the interest and penalties under Code Section 409A, such provision of the Agreement shall be deemed automatically modified to maintain, to the maximum extent practicable, the original intent of the applicable provision without violating the provisions of Code Section 409A.

If the timing of Rinaldo's execution, delivery and non-revocation of a General Release could impact the calendar year in which any payment under this Agreement that is subject to Section 409A will be made, such payment will be made in the later calendar year.

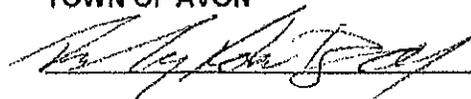
16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

MARK RINALDO



Date: 12/3/19

TOWN OF AVON



Its Town Manager

Date: 12/10/19

APPENDIX A

Unused Time Through 12/31/19:

UNUSED VACATION	\$ 13,837.00
SICK PAY	\$ 66,563
Total	\$ 80,400

Payment in Lieu of Insurance:

Medical Waiver	\$ 4494
Dental Waiver	\$ 321
Total Waiver	\$ 4,815

APPENDIX B

Upon retiring, Mark Rinaldo shall sign this General Release, Waiver/Withdrawal of Claims and Indemnity/Hold Harmless.

1. General Release.

In consideration of the Severance and other consideration provided in this Agreement, which is in addition to anything Rinaldo is otherwise entitled, Rinaldo promises not to sue (to the extent permitted by law) Avon, its successors or assigns, as well as their respective past and/or present Council members, officers, agents, employees, insurers, and/or attorneys in both individual and/or representative capacities (hereinafter collectively referred to as "Releasees") for any matters arising from the beginning of time to the effective date of this Agreement and General Release. Rinaldo also releases and discharges the Releasees from, and holds them harmless against, any and all claims, obligations or liabilities, he has or may have by reason of any matter, cause or thing whatsoever, whether known or unknown, including but not limited to, those claims arising from or out of his employment with Avon and/or the termination of such employment, including without limitation: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e et seq.; Connecticut's Fair Employment Practice Act; the Equal Pay Act, 29 U.S.C. § 206(d); the Civil Rights Act of 1866, 42 U.S.C. §§ 1981, 1983, 1985 and 1988; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; claims pursuant to the state and/or federal constitutions; the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1974, 29 U.S.C. §§ 621 et seq., as amended (including the Older Workers' Benefit Protection Act, 29 U.S.C. § 626); the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§1001-1461; the National Labor Relations Act; the Labor Management Relations Act; the Fair Labor Standards Act, 29 U.S.C. §§ 201-219; state or federal Consolidated Omnibus Budget Reconciliation Act; Employee Retirement Income Security Act; Connecticut's Wage and Hour Laws; the Connecticut Worker's Compensation Act (with the exception of any pending claim for workers' compensation benefits); the Federal Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq.; the Connecticut Sick Leave Act; the Genetic Information Nondiscrimination Act of 2008; the Consolidated Omnibus Budget Reconciliation Act; any federal, state or municipal law; and any and all other legal or equitable claims, whether in a contract, express or implied, or in tort, including but not limited to tortious interference with business relations, breach of the covenant of good faith and fair dealing, breach of contract (including breach of collective bargaining agreement), promissory estoppel, detrimental reliance, misrepresentation, tortious or wrongful or retaliatory discharge from employment, breach of public policy, any federal and/or state whistleblower law, any federal and/or state occupational health and safety law, fraud, misrepresentation, defamation, self-defamation, tortious interference with contractual relations, intentional or negligent infliction of emotional or mental distress, negligent supervision or hiring, or for attorneys' fees and costs. Without limiting the foregoing, Agreement shall specifically apply to all claims due to anything arising from or out of the Rinaldo's employment and the termination of his employment and anything



which happened before he signs this Agreement, even those claims which are not known to him.

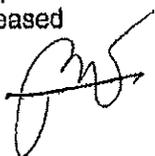
However, this Release does not include: (a) any claim for employee fringe benefits to which Rinaldo is entitled (Rinaldo acknowledges that he is not presently aware of any breach by Avon of any obligation to provide such benefits); (b) any claim by Rinaldo for unemployment compensation benefits; (c) any rights or claims arising out of this Agreement and Release; (d) any rights or claims that may arise after the date this Agreement and Release is signed; (e) any pending claims that Rinaldo may have for Workers Compensation benefits, including WC Claim Nos. 601052485, 601063132 and 606063428, and claims relating to his motor vehicle accident on 5/17/19 (WC Claim No. pending); (f) any counter-claims that Rinaldo may have against any town officer or employee who asserts a claim against Rinaldo in his personal or official capacity; (g) any claims for indemnification under Conn. Gen. Stat. Section 7-101 and 7-465; or (h) any rights that Rinaldo cannot legally waive.

THIS SHALL OPERATE AS A GENERAL RELEASE.

2. Representations. Rinaldo further represents that he has no complaints, charges or claims against those persons and/or entities released currently pending before any local, state or federal court, tribunal or administrative agency, with the exception of his pending claims for Workers Compensation benefits referenced above in Paragraph 1. Rinaldo also represents that if any such court, tribunal or agency assumes or has assumed jurisdiction over any such complaint or charge, he shall within five days request in writing that the court, tribunal or agency withdraw the matter with prejudice. In addition, Rinaldo agrees to waive all rights to recovery for any damages awarded as a result of any lawsuit brought by any third party or governmental agency on his behalf.

3. Waiver and Withdrawal. Except as provided below in this Paragraph, Rinaldo waives any right to file or participate in any charge or complaint against any of the Released Parties, or accept any recovery from any charge or complaint against any of the Released Parties. This waiver applies to actions before any court or administrative agency, *except* that this waiver shall not apply to Rinaldo's rights to file any charge or complaint with, or assist in any investigation or proceeding conducted by or through, the Equal Employment Opportunity Commission or any other governmental entity or agency, where a waiver of such rights is prohibited by law. However, by executing this letter agreement, Rinaldo waives the right to recover any damages or other relief in any claim or suit brought by or through any such governmental agency or entity. Additionally, this waiver does not apply to Rinaldo's claim for Workers' Compensation benefits.

In signing this Appendix B, Rinaldo reaffirms that he will withdraw any complaint or action he may have filed in which he seeks damages or attorneys fees as released above.

Initials 

4. Indemnity and Hold Harmless. Rinaldo reaffirms that he will not to file or pursue any lawsuits concerning the matters released above. If he attempts to bring or pursue such a lawsuit, he shall indemnify and hold harmless the other party and any Released Parties from all costs, attorney's fees and liability occasioned by any such lawsuit/action.

If, contrary to this Agreement, a lawsuit is filed by Rinaldo, Avon will have the right, without affecting the continued validity and enforceability of the Release, and in addition to and not in lieu of all other legal or equitable remedies, to discontinue all further payments and benefits under this Agreement (other than vested benefits under any qualified retirement plans).

5. Right to Revoke, Consideration Period, Consult an Attorney. Rinaldo has twenty-one (21) days to consider whether to sign this Appendix B and General Release. Rinaldo agreement to sign this Appendix B and General Release between January 1 and 7, after he retires, and to deliver this Appendix B and General Release to Avon's Town Manager. Rinaldo may revoke this Agreement and General Release at any time during the period of seven (7) days after the date he signs it, by delivering a written revocation to the Town Manager. The revocation must include the statement "I revoke my acceptance of the Agreement and Release," or a similar statement. A written revocation will be considered effective if it is delivered, either by hand before the end of the seven-day revocation period, or by mail with a postmark dated before the end of the seven-day revocation period. Furthermore, Avon specifically advises Rinaldo to consult with an attorney prior to signing this Appendix B and General Release, which he has done. *initials* 

MARK RINALDO



Date: 1/6/2020

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