

FOR IMMEDIATE RELEASE

March 31, 2022

Town of Shelburne Enters Separation Agreement with Aaron Noble

Shelburne, VT – The Town of Shelburne Selectboard voted during a special meeting Wednesday night to approve a separation agreement between the Town and former Police Chief Aaron Noble. Under the agreement, Mr. Noble, who has been on leave since December 27, 2021, resigned as Police Chief and accepted a position as a consultant for the Town through October 15, 2023.

The settlement followed a confidential mediation process in which former Shelburne Selectboard member Mary Kehoe served as a neutral mediator. Mr. Noble has released the Town from any claims and will dismiss any adverse action against the Town in connection with his employment. As a consultant, Mr. Noble will first use all accrued leave and will then receive the same salary he received as Chief, however, his health and dental benefits will terminate in October, 2022.

The Town entered into this settlement in an effort to achieve a peaceful resolution to what could have been a difficult and resource-intensive process. It looks forward to moving the Shelburne Police Department in a positive direction. Michael Thomas was appointed Acting Police Chief at the time Aaron Noble went on leave and will serve in that capacity while the Town conducts the search process for a police chief.

For more information, contact Brian Monaghan, Esq., attorney for the Town of Shelburne.

SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter this "Agreement") is made by and between Aaron Noble of Williston, Vermont, (hereinafter "EMPLOYEE") and the Town of Shelburne, Vermont, a Vermont municipal corporation with its principal place of business at Shelburne, Vermont, its past, present or future affiliates, subsidiaries, successors and assigns (hereinafter "EMPLOYER"). When used herein, EMPLOYER shall also include its past, present and future officers, directors, agents, representatives, insurers and indemnitors, attorneys, and employees, and all persons acting by, on behalf of, or in concert with them.

WITNESSETH:

WHEREAS, EMPLOYEE was employed by EMPLOYER as a police officer of the Shelburne Police Department beginning July, 1992, and as Chief of Police beginning February, 2018;

WHEREAS, EMPLOYEE is resigning his position as Chief of Police effective March 28, 2022, and will accept a position as a consultant with EMPLOYER for the period from March 28, 2022 to October 15, 2023;

WHEREAS, EMPLOYEE has total accrued leave in the amount of 551 hours, or 13.8 weeks, which EMPLOYEE shall use prior to receiving his consultant salary;

WHEREAS, EMPLOYEE will continue at the same salary and same benefits as under his compensation package as Chief of Police, except that his health and dental benefits will cease as of October 31, 2022 and he will no longer have use of a Town vehicle or cell phone;

WHEREAS, should EMPLOYEE accept any full-time employment, or any employment (full-time or part-time) in the law enforcement field or for any municipality during the term of this Agreement, this Agreement shall be void, and the compensation

under this Agreement shall cease as of the date such employment began;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, EMPLOYER and EMPLOYEE agree to settle any dispute regarding EMPLOYEE's employment and agree to the following Separation Agreement and General Release:

1. SEPARATION AGREEMENT

As consideration for this Agreement, EMPLOYER and EMPLOYEE agree to the following:

- 1) EMPLOYER will dismiss any efforts to take any adverse action against EMPLOYEE in connection with his employment;
- 2) EMPLOYEE will resign as Chief of Police as of March 28, 2022;
- 3) EMPLOYEE will be hired as a consultant of EMPLOYER for law enforcement matters as of the time of EMPLOYEE's resignation as Chief of Police and continuing through October 15, 2023;
- 4) Consulting assignments will be reasonable in scope and subject to both parties' assent thereto, and EMPLOYER is under no obligation to provide consulting assignments to EMPLOYEE;
- 5) Any consulting assignments shall be assigned directly by the Shelburne Town Manager, and EMPLOYEE has no authority to accept a consulting assignment from any other employee of EMPLOYER;
- 6) Should EMPLOYEE be assigned a consulting assignment by EMPLOYER and EMPLOYEE incurs any reasonable costs or fees, EMPLOYER will reimburse EMPLOYEE for such reasonable costs or fees;
- 7) During EMPLOYEE's time as a consultant for EMPLOYER, EMPLOYEE will

- continue to pay his statutory portion of his VMERS obligation, and EMPLOYER will continue to pay its statutory portion of EMPLOYER's VMERS obligation;
- 8) EMPLOYER will continue EMPLOYEE's EMPLOYER-provided health and dental plans through October 31, 2022;
- 9) EMPLOYER will allow EMPLOYEE to retain his cell phone and cell number as his sole property, but EMPLOYER will not pay for his cell phone plan;
- 10) EMPLOYEE has accrued vacation leave, compensatory leave, personal leave, and holiday compensatory leave totaling 551 hours, or 13.8 weeks, which he shall use for the period March 28, 2022 through June 30, 2022, in full, prior to receiving a salary as a consultant for EMPLOYER;
- 11) EMPLOYER will not assign EMPLOYEE any consulting assignments during EMPLOYEE's leave period;
- 12) EMPLOYEE will begin receiving his salary as a consultant for EMPLOYER on July 1, 2022;
- 13) During EMPLOYEE's remaining time as a consultant for EMPLOYER, he will be compensated at the same salary as his current compensation package as Chief of Police;
- 14) EMPLOYEE will not accrue vacation or sick time while employed as a consultant for EMPLOYER;
- 15) EMPLOYEE agrees that EMPLOYER will make the standard deductions from compensation hereunder, and has made no representation to EMPLOYEE concerning tax consequences of this Agreement, if any, and EMPLOYEE agrees that he has not relied on any such representation;
- 16) EMPLOYEE agrees to indemnify and hold harmless EMPLOYER from any taxes,

assessments, interest or penalties that EMPLOYEE may at any time incur by reason of demand, suit or proceeding brought against it for any taxes, interest, penalties or assessments arising as the result of this Agreement;

17) This Agreement is contingent on EMPLOYER confirming with the Vermont State Police that the terms of this Agreement will not adversely impact EMPLOYER's agreement with the Vermont State Police for coverage for the Town of Shelburne; and

18) This Agreement is contingent on approval by the Town of Shelburne Selectboard.

2. TERMINATION OF AGREEMENT

EMPLOYEE agrees that his employment as a consultant for EMPLOYEE will conclude as of October 15, 2023. If at any time during the term of this Agreement, EMPLOYEE accepts either full-time employment, or any type (part time or full time) of employment in the law enforcement field or for any municipality ("Additional Employment"), this Agreement shall be void, EMPLOYER's employment with EMPLOYER shall be terminated, and any compensation or benefits under this Agreement shall cease as of the date of such Additional Employment. Should EMPLOYER become aware of such Additional Employment after such Additional Employment has begun, EMPLOYEE will be responsible for reimbursing EMPLOYER for any compensation paid by EMPLOYER after the date the Additional Employment began. EMPLOYEE is not prohibited, however, from part-time work as long as such part time work is for no more than twenty (20) hours per week and is not in either the law enforcement field or for a municipality.

At the termination of this Agreement, unless the Agreement is terminated prior to October 15, 2023, EMPLOYER will issue EMPLOYEE a Retired Police Officer ID card,

such card being consistent with the provisions of 18 U.S.C. §926(b)

In the event any outside inquiries are made to EMPLOYER concerning Employee's employment with EMPLOYER, EMPLOYER will respond only by confirming Employee's dates of employment; EMPLOYEE shall direct all future prospective employers to the Shelburne Town Manager and to no other employee of the Town of Shelburne.

EMPLOYEE acknowledges that he has not suffered any on-the-job injury for which he has not already filed a claim. The parties agree that EMPLOYEE shall be disqualified from filing a claim for unemployment benefits, and EMPLOYEE shall in fact not file any such claim.

EMPLOYEE agrees that, following his execution of this Agreement, he shall remain off of Shelburne Police Department and Shelburne Town Offices premises, except where he is present as a civilian seeking law enforcement services or if specifically requested to enter the premises by the Shelburne Town Manager relative to EMPLOYEE'S work as a consultant.

3. GENERAL RELEASE

For and in consideration of the payment, mutual promises, covenants and agreements made herein by and between EMPLOYEE and EMPLOYER, EMPLOYEE for himself, his heirs and his assigns, unconditionally and generally releases and forever discharges EMPLOYER, from all actions, causes of action, suits, debts, dues, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and demands whatsoever in law or equity, which against EMPLOYER, the EMPLOYEE or the EMPLOYEE's heirs, executors, administrators, successors, legal representatives and/or assigns may now have or hereinafter can, shall or may have for, upon or by

reason of any matter, cause or thing whatsoever, from the beginning of the world to the day and date of this Agreement, including, but not limited to, those arising under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq., the Civil Rights Act of 1866, 42 U.S.C. § 1981 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., the Civil Rights Act of 1991, the Americans with Disabilities Act, 42 U.S.C. § 1201 et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., the Older Workers Benefits Protection Act, 29 U.S.C. § 630 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Vermont Parental and Family Leave Act, 21 V.S.A. § 470 et seq., Vermont Wage Laws, 21 V.S.A. § 381 et seq., Vermont Fair Employment Practices Laws, 21 V.S.A. § 495 et seq., Vermont Disability Employment Laws, 21 V.S.A. § 497 et seq., EMPLOYER's Personnel Rules and Regulations (including the right to a hearing on allegations of misconduct), EMPLOYER's general workplace practices and policies, and any other federal, state, or local human or civil rights, wage-hour, pension or labor laws, rules and/or regulations, or public policy, contract or tort laws, rules and/or regulations, or any claim arising under common law, such as, but not limited to, claims for discrimination on any basis, wrongful termination, defamation, libel, slander, invasion of privacy, breach of employment contract, breach of implied covenant of good faith and fair dealing, infliction of emotional distress, or any other action, and shall not, from any source or proceeding, seek or accept any additional award of settlement therefrom. It is the intent of EMPLOYEE to release all claims of every nature and kind whether known or unknown, accrued or unaccrued, which he may have against EMPLOYER as of the date of the execution of this Agreement, except those claims that by law he cannot waive.

4. NON-ADMISSIONS

EMPLOYER denies it has violated any law, constitution, regulation, statute, contract, ordinance or any other legal duty existing at common law or otherwise as regards its relationship with EMPLOYEE. It is understood that this Agreement is for the compromise of potential claims, and that the consideration provided in this Agreement is not and shall not be construed as an admission of liability on any part of any party or parties hereby released, and the parties in fact deny liability.

5. EMPLOYER PROPERTY

EMPLOYEE agrees to return to EMPLOYER on or before March 30, 2022, all EMPLOYER-owned equipment, including, but not limited to keys, weapons, department-related files, documents, passcodes, computer equipment, etc., however, EMPLOYEE is not required to return his EMPLOYER-issued phone. EMPLOYEE shall cooperate and assist EMPLOYER in the return of the above items. EMPLOYEE further agrees that he will not keep, transfer or use any copies or excerpts of the foregoing items.

6. CONSULTATION

By executing this Agreement, EMPLOYEE acknowledges that he has been given the opportunity to consult with an attorney in this matter, that EMPLOYER has not in any way interfered with the EMPLOYEE's ability to consult with an attorney, that he has had ample opportunity to discuss fully with an attorney of his choosing the terms and the legal significance of this Agreement, and that he freely enters into this Agreement.

7. ATTORNEY FEES AND FORFEITURE

Each party shall be responsible for its own attorney fees in entering into this Agreement. If either party files a lawsuit or causes or aids a lawsuit to be filed on its

behalf for any claims arising before the effective date of this Agreement, or to later enforce the terms of this Agreement, such party will pay for all costs, including attorney fees which are incurred by the other party as a result of defending an action, if it is determined that the other party has not materially breached the terms of this Agreement.

8. GOVERNING LAW, VENUE

Employee understands and agrees that this Agreement shall be governed by the laws of the United States and the State of Vermont as to performance and interpretation, and that any disputes hereunder shall be filed in the Vermont Superior Court, Chittenden Unit, Civil Division.

9. SEVERABILITY

Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

10. ENTIRE AGREEMENT/MODIFICATIONS

This Agreement contains the entire understanding between the parties and may not be modified except in writing signed by all authorized parties to this Agreement and that this Agreement is executed without any reliance on any statement or representation by EMPLOYER or any agents of EMPLOYER concerning the nature and extent of damages or legal liability thereof.

11. TWENTY-ONE DAY PERIOD

EMPLOYEE understands that he has available a period of twenty-one (21) days beginning March 28, 2022 and ending April 18, 2022 to consider this Agreement before

signing it. Employee further understands that he may use as much of this twenty-one (21) day period as Employee wishes to decide whether to enter into this Agreement.

12. REVOCATION

EMPLOYEE may revoke this Agreement within seven (7) days of signing it.

Revocation can be made by delivering a written notice of revocation to:

Lee Krohn
Town Manager
Town of Shelburne
P.O. Box 88
5420 Shelburne Road
Shelburne, VT 05482

For revocation to be effective, written notice must be received by 4:00 p.m. no later than the close of business on April 4, 2022, the seventh day after EMPLOYEE signs this Agreement, if he waives the revocation period; if he does not waive the revocation period, he will have until April 25, 2022 at the latest, or seven days following his signing this Agreement. Unless revoked by EMPLOYEE, this Agreement shall become effective, valid and binding on the eighth day after EMPLOYEE signs this Agreement.

12. NON-DISPARAGEMENT

EMPLOYEE will not knowingly make any statements to any third parties which might reasonably be construed to disparage EMPLOYER or harm its reputation.

EMPLOYER will instruct the members of its Selectboard and Town Manager not to make any statements to any third parties which might reasonably be construed to disparage EMPLOYEE or harm EMPLOYEE's reputation.

**EMPLOYEE ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT,
THAT HE UNDERSTANDS IT, THAT HE HAS BEEN GIVEN THE
OPPORTUNITY TO ASK ANY QUESTIONS CONCERNING THIS**

**AGREEMENT, THAT NEITHER EMPLOYER NOR ITS MANAGERS,
REPRESENTATIVES, OFFICERS OR EMPLOYEES HAVE MADE ANY
REPRESENTATIONS CONCERNING THE TERMS OR EFFECTS OF THIS
AGREEMENT OTHER THAN THOSE CONTAINED HEREIN AND THAT HE
FREELY, VOLUNTARILY AND KNOWINGLY ENTERS INTO IT
FOLLOWING THE OPPORTUNITY TO CONSULT WITH HIS ATTORNEY.**

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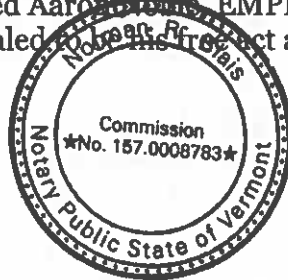
DATED at So. Burlington, Vermont, this 28th day of March, 2022.

EMPLOYEE

By: [Signature]
Aaron Noble

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At South Burlington, Vermont, on this 28th day of March, 2022, personally appeared Aaron Noble, EMPLOYEE, who acknowledged this instrument by him signed and sealed to be his free act and deed.



[Signature]
Notary Public
My Commission Expires: 1/31/2023

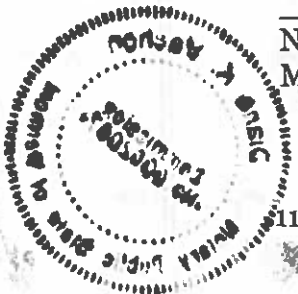
DATED at _____, Vermont, this ____ day of March, 2022.

EMPLOYER

By: _____
Lee Krohn
Shelburne Town Manager
and Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Shelburne, Vermont on this ____ day of March, 2022, personally appeared Lee Krohn, Town Manager and Duly Authorized Agent of the EMPLOYER, who acknowledged this instrument by him signed and sealed to be his free act and deed, and the free act and deed of the EMPLOYER.



Notary Public
My Commission Expires:

DATED at _____, Vermont, this _____ day of March, 2022.

EMPLOYEE

By: _____
Aaron Noble

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, Vermont, on this _____ day of March, 2022,
personally appeared Aaron Noble, EMPLOYEE, who acknowledged this instrument by
him signed and sealed to be his free act and deed.

Notary Public
My Commission Expires:

DATED at Shelburne, Vermont, this 31st day of March, 2022.

EMPLOYER

By: _____
Lee Krohn
Shelburne Town Manager
and Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Shelburne, Vermont on this 31 day of March, 2022, personally appeared Lee
Krohn, Town Manager and Duly Authorized Agent of the EMPLOYER, who
acknowledged this instrument by him signed and sealed to be his free act and deed, and
the free act and deed of the EMPLOYER.

Diana K. Vach
Notary Public
My Commission Expires: 01-31-2023

