



# BOROUGH OF RIVERDALE NEW JERSEY



Resolution No: 121-2016  
Date of Adoption: September 28, 2016

**TITLE:**  
**RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE BETWEEN JIMMY HOMSI AND THE BOROUGH OF RIVERDALE**

**WHEREAS**, Jimmy Homsi has resigned his employment with the Borough of Riverdale; and  
**WHEREAS**, the Borough of Riverdale Education Assistance and Training Policy requires an employee to reimburse the Borough for the cost of educational assistance and training when the employee leaves the Borough within twenty-four months of the expenditure; and  
**WHEREAS**, Mr. Homsi has offered to reimburse the Borough of Riverdale an amount of \$2,683.00 in exchange for a release of any claim the Borough may have; and  
**WHEREAS**, the Borough Council finds that it is in the best interest of the Borough to agree to a mutual release of any claims between Mr. Homsi and the Borough in exchange for a payment of \$2,683.00 from Mr. Homsi.  
**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Riverdale, County of Morris and State of New Jersey, that the appropriate Borough officials are hereby authorized to execute a Mutual Release between the Borough of Riverdale and Jimmy Homsi in the form attached hereto.

### RECORD OF COUNCIL VOTE

Motion – by Councilman: \_\_\_\_\_ Second - by Councilman: \_\_\_\_\_

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Astarita						Pellegrini				
Revis						Desai				
Clinton						Oswald				

\_\_\_\_\_  
A.J. Jalloh, Borough Clerk

\_\_\_\_\_  
Paul M. Carelli, Mayor

This resolution, when adopted, must remain in the possession of the Borough Clerk. Certified copies are available.

### CLERK'S CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution duly adopted by the Mayor and Council of the Borough of Riverdale at a regular meeting held on September 28, 2016.

\_\_\_\_\_  
Municipal Clerk

# MUTUAL RELEASE

This Release, dated \_\_\_\_\_, 2016, is given

**BETWEEN** JIMMY HOMSI

referred to as "Homsi"

**AND** BOROUGH OF RIVERDALE

referred to as "Riverdale"

**1. RELEASE.** Homsi releases and gives up any and all claims and rights which he may have against Riverdale and Riverdale releases any claims it may have against Homsi. This releases all claims, including those of which either party is not aware of and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. The parties specifically release the following claims:

Any and all claims related to the employment of Homsi by Riverdale including any claim Riverdale may have for reimbursement of educational assistance and training costs incurred within twenty-four months of Homsi's resignation from employment. Each party agrees that they will not seek any further payment from the other.

**2. PAYMENT.** Homsi will pay an amount of \$2,683.00 in full satisfaction of Riverdale's claims which shall be paid within thirty days of execution of this Release.

**3. WHO IS BOUND.** Homsi and Riverdale are bound by this Release. Anyone who succeeds any rights and responsibilities, such as heirs or the executor of an estate, is also bound. This Release is made for the parties mutual benefit and all who succeed their rights and responsibilities.

**4. SIGNATURES.** I understand and agree to the terms of this Release.

Witnessed or Attested by:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jimmy Homsi

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Carelli, Mayor