

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement"), is entered into this 14 day of April, 2015, by and between the **BOROUGH OF BOUND BROOK**, a Municipal Corporation of the State of New Jersey with offices at 230 Hamilton Street, Bound Brook New Jersey, 08805 (hereinafter the "Borough") and **KEVIN RIVENBARK**, (hereinafter "Rivenbark"). For purposes of this Agreement, the term the "Borough" shall mean and include The Borough and its past, present and future elected officials, officers, directors, agents, administrators, managers, employees, insurers, independent contractors and benefit plans, and all of their predecessors and successors, and any and all of their respective executors, administrators, successors, assigns, agents and representatives. The term "Rivenbark" shall mean and include Kevin Rivenbark and any and all of his executors, administrators, successors, assigns, agents and representatives. Rivenbark and the Borough are hereinafter jointly referred to as the "Parties." This Agreement constitutes the complete and final settlement of any and all disputes arising from or relating to Rivenbark's employment with the Borough and any claims or actions Rivenbark has brought or could have brought against the Borough.

WITNESSETH:

WHEREAS, on September 24, 2014 the Police Department of the Borough of Bound Brook issue a [REDACTED] of the [REDACTED] and,

WHEREAS, the Borough and Rivenbark desire to resolve all administrative charges.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the Parties hereby agree as follows:

1. The Borough does hereby agree to [REDACTED]
2. In exchange for [REDACTED] and other consideration provided for herein, Rivenbark irrevocably and unconditionally releases, remises, waives and forever discharges and covenants not to sue the Borough from all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages and expenses of any nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, fixed or contingent, which he has ever had, now has or may hereafter have against the Borough from the beginning of time to the date of this Agreement, including but not limited to (i) any claims and/or demands which are based upon or arising from Rivenbark's employment with the Borough, and/or the September 24, 2014 disciplinary charges, compensation or benefits from the Borough; (ii) any claim for breach of contract or implied contract, whether such contract is written or oral; (iii) any common law claim under federal, state or local common law; (iv) any claim that the Borough dealt with Rivenbark wrongly or in bad faith; (v) any

claims arising from any alleged violation of any federal, state or local statute, law, rule, regulation or ordinance, including, without limitation, any rights or claims Rivenbark may have under N.J.S.A. 26:3-25.1, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the American's with Disabilities Act, the New Jersey Conscientious Employee Protection Act, and state and federal wage and hour laws; and (vi) and claim arising out of the September 24, 2014 disciplinary charges and for attorneys fees. This release covers all claims that Rivenbark knew about and those he may not know about.

3. This Agreement is not and shall not in any way be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of the Borough, nor of any violation of any federal, state or local statute, rule, regulation or principle of common law or equity. Rather, this Agreement constitutes the good faith settlement and release of disputed claims, and it is acknowledged and agreed by the Parties that this Agreement is being entered into by the Parties solely to avoid the burden, expense, delay and uncertainty of further litigation and to fully and finally resolve, settle and dismiss with prejudice, any and all claims of any kind whatsoever, whether known or unknown, which Rivenbark has ever had or now has against the Borough arising out of or relating to his employment with the Borough and/or the September 24, 2014 disciplinary charges, compensation and benefits with the Borough. Rivenbark acknowledges that he will not be entitled to any payment or benefit from the Borough whatsoever.

4. This Agreement may not be changed orally and no modification, amendment or waiver of any provision contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon the Parties hereto unless made in writing and signed by both Parties.

5. This Agreement contains the entire agreement and complete settlement between the Parties and supersedes any and all previous agreements of any kind whatsoever between them, whether written or oral. All prior and contemporaneous discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. This is an integrated document.

6. In the event that any provision of this Agreement or the application thereof should be held to be void, voidable, and unlawful or, for any reason, unenforceable, the remaining portion shall remain in full force and effect, and, to that end, the provisions of this Agreement are declared to be severable.

7. This Agreement is made and entered into, and shall be subject to, governed by and interpreted in accordance with the laws of the state of New Jersey and shall be fully enforceable in the courts of that state, without regard to principles of conflict of laws.

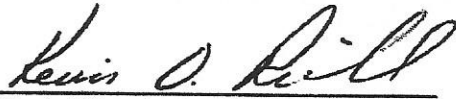
8. Rivenbark acknowledges and agrees that he was represented by counsel, Leonard Schiro, Esq. during the discussions and negotiation of this agreement and has been given a reasonable and sufficient period of time of no less than twenty-one (21) days in which to consider and return this document. It is further agreed and understood that, upon Rivenbark's execution and return of this Agreement, he is thereafter permitted to revoke the Agreement at any time during a period of seven (7) days. To be effective, the revocation must be in writing and hand-delivered or telecopied to counsel for the Borough within the seven (7) day period.

WHEREFORE, intending to be legally bound, the Parties have agreed to the aforesaid terms and indicate their agreement by signing below.

PLEASE READ CAREFULLY. THIS AGREEMENT IS A LEGAL DOCUMENT AND CONSTITUTES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS ARISING UNDER TITLE 42 OF THE UNITED STATES CODE, THE AGE DISCRIMINATION IN EMPLOYMENT ACT, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE EQUAL PAY ACT, THE AMERICANS WITH DISABILITIES ACT, THE EMPLOYEE RETIREMENT INCOME SECURITY ACT, THE NATIONAL LABOR RELATIONS ACT, THE AMERICAN'S WITH DISABILITIES ACT, THE FAIR LABOR STANDARDS ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE NEW JERSEY LAW AGAINST DISCRIMINATION, THE NEW JERSEY CONSCIENTIOUS EMPLOYEE PROTECTION ACT, THE NEW JERSEY CIVIL RIGHTS ACT OF 2004, STATE AND FEDERAL FAMILY LEAVE LAWS, STATE AND FEDERAL WAGE AND HOUR LAWS AND ANY OTHER FEDERAL, STATE, LOCAL OR STATUTORY OR COMMON LAW CLAIM FROM THE EFFECTIVE DATE OF HIS EMPLOYMENT FOR THE BOROUGH TO THE DATE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, BUT EXCLUDING (I) ANY WORKERS' COMPENSATION CLAIMS, IF ANY, (II) ANY CLAIMS ARISING OUT OF A BREACH OF THIS AGREEMENT.

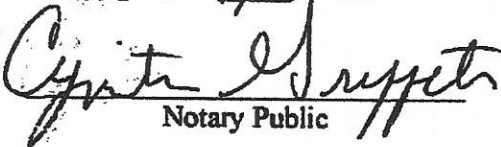
BY SIGNING THIS AGREEMENT, KEVIN RIVENBARK ACKNOWLEDGES AND AFFIRMS THAT HE IS COMPETENT, THAT HE HAS BEEN AFFORDED A TIME PERIOD OF NO LESS THAN 14 DAYS TO REVIEW THIS AGREEMENT WITH LEGAL COUNSEL AND HAS BEEN ADVISED TO DO SO WITH AN ATTORNEY OF HIS CHOICE. KEVIN RIVENBARK WAS AT ALL TIMES RELEVANT HERETO REPRESENT BY LEONARD SCHIRO, ESQ WHO HAS REVIEWED AND APPROVED THE FORM OF THIS AGREEMENT. KEVIN RIVENBARK AFFIRMS THAT HE HAS READ AND UNDERSTANDS AND ACCEPTS THIS DOCUMENT AS FULLY AND FINALLY WAIVING AND

RELEASING ANY AND ALL CLAIMS, DEMANDS, DISPUTES AND DIFFERENCES OF ANY KIND WHATSOEVER WHICH HE MAY HAVE HAD OR NOW HAS AGAINST THE BOROUGH ARISING OUT OF HIS EMPLOYMENT WITH THE BOROUGH AND HIS RESIGNATION IN ACCORDANCE WITH THIS AGREEMENT, SUBJECT TO THE LIMITATIONS AND EXCEPTIONS SET FORTH IN THIS AGREEMENT, THAT NO REPRESENTATIONS, PROMISES OR INDUCEMENTS HAVE BEEN MADE TO HIS EXCEPT AS SET FORTH IN THIS AGREEMENT, AND THAT HE HAS SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY, INTENDING TO BE LEGALLY BOUND BY ITS TERMS, AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.



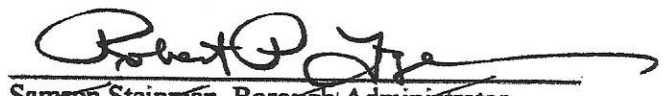
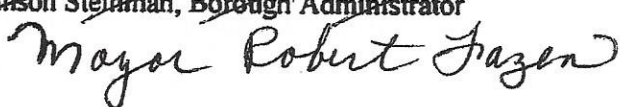
Kevin Rivenbark

Subscribed and sworn to before me
This 14 day of April 2015.

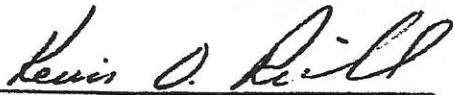

Notary Public

CYNTHIA GRIFFITH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/18/2018

I hereby acknowledge and affirm that I have full authority to act on behalf of and to bind the Borough to the terms set forth in this Agreement.

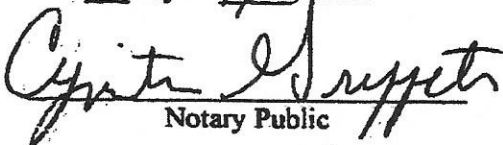

Samson Steinman, Borough Administrator

Mayor Robert Fazen

RELEASING ANY AND ALL CLAIMS, DEMANDS, DISPUTES AND DIFFERENCES OF ANY KIND WHATSOEVER WHICH HE MAY HAVE HAD OR NOW HAS AGAINST THE BOROUGH ARISING OUT OF HIS EMPLOYMENT WITH THE BOROUGH AND HIS RESIGNATION IN ACCORDANCE WITH THIS AGREEMENT, SUBJECT TO THE LIMITATIONS AND EXCEPTIONS SET FORTH IN THIS AGREEMENT, THAT NO REPRESENTATIONS, PROMISES OR INDUCEMENTS HAVE BEEN MADE TO HIS EXCEPT AS SET FORTH IN THIS AGREEMENT, AND THAT HE HAS SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY, INTENDING TO BE LEGALLY BOUND BY ITS TERMS, AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.



Kevin Rivenbark

Subscribed and sworn to before me
This 14 day of April 2015.


Notary Public

CYNTHIA GRIFFITH
NOTARY PUBLIC OF NEW JERSEY
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Samson Steinman, Borough Administrator
Mayor Robert Fazen