

FOLKMAN LAW OFFICES, P.C.
1415 Route 70 East
Suite 407
Cherry Hill, NJ 08034
(856) 354-9444
Counsel for Plaintiff

RICHARD RIVERA
Plaintiff

vs.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

Civil Action No.: 97-3461

TOWN OF WEST NEW YORK, WEST
NEW YORK POLICE DEPARTMENT;
CHIEF ALEXANDER V. ORIENTE, SR.;
JOHN DOES 1 through 100, inclusive,
fictitious named defendants, j/s/a

Defendants

SETTLEMENT AGREEMENT
AND MUTUAL GENERAL
RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE is intended to set forth the terms and conditions of the settlement, entered into by the parties, and which is subject to the approval of the Town of West New York, West New York Police Department, former Chief of Police Alexander V. Oriente, Sr., individually and in his prior capacity as Chief of Police, and Mr. Richard Rivera. The terms and conditions of settlement and the consideration therefore are set forth below:

1. Promises, Agreements and Acknowledgments:

This Settlement Agreement and Mutual General Release, hereinafter, collectively referred to as the "Settlement Agreement" is made between Plaintiff Mr. Richard Rivera, Social Security Number _____ residing at 408-59th Street, West New York, N.J. 07093, (hereinafter referred to as "Mr. Rivera" or "Plaintiff"), and the Town of West New York (the "Town"), the West New York Police Department, and former Chief of Police Alexander V. Oriente, Sr., individually and in his prior capacity as Chief of the West New York Police Department (hereinafter, collectively, "the Defendants").

2A. This Settlement Agreement and Mutual General Release will become effective and binding upon the parties signatory hereto when all of the following actions have been accomplished (the "Effective Date"):

- (i) This Settlement Agreement has been executed by Mr. Rivera and 7 days thereafter have elapsed and Mr. Rivera has not revoked his consent hereto, in the manner outlined in Paragraph #6 below; and
- (ii) This Settlement Agreement has been executed by authorized representatives of the Town of West New York, the West New York Police Department and Mr. Oriente. The Town shall determine whether or not it will approve this Settlement Agreement as soon as practical, and no later than seven (7) days after receipt of this Agreement, or by July 19, 2002. To the extent that the Town determines that it does not wish to approve the Settlement Agreement, counsel for Defendant shall immediately notify counsel for Plaintiff and United States Magistrate Chesler and request that this matter be re-listed for a settlement/management conference.

2B. Upon the occurrence of the Effective Date, the parties signatory hereto shall have the following duties, obligations and rights of revocation pursuant to this Settlement Agreement:

- (i) Within ten (10) days of the Effective Date of this Settlement Agreement, the Town shall file a petition for an involuntary ordinary disability pension and may file a petition for an accidental disability pension, or both, for Mr. Rivera with the New Jersey Police and Firemen's Retirement System ("PFRS"). Mr. Rivera will take all reasonable steps to cooperate with the Town in its Petition, and will not oppose the Town's Petition. The Defendant Town of West New York shall cause Mr. Rivera to be examined by a competent medical professional and obtain a written report on his physical and mental fitness for duty within thirty (30) days of the execution of this Settlement Agreement by Mr. Rivera. In the event that the report of the doctor does not render Mr. Rivera disabled, defendants shall withdraw their petition, or alternatively, schedule Mr. Rivera for an examination with another competent physician within twenty (20) days of notification from the first doctor, and Mr. Rivera has the right to revoke this Agreement within thirty (30) days by written notice of the Town's withdrawal of the application, or Mr. Rivera can accept the \$675,000.00 payment, as outlined in paragraph 2D below.
- (ii) Within ten (10) days of the Effective Date of this Settlement Agreement and simultaneous with any PFRS filing by the Town, as outlined in Subparagraph 2B(i) above, Mr. Rivera shall file a petition with the PFRS, on his own behalf, to obtain an accidental and ordinary disability pension. The Town will take all reasonable steps to cooperate with the filing of Mr. Rivera's Petitions and will not oppose Mr. Rivera's Petitions. The Town will not take any position with regard to the continuation of the pension benefits for Mr. Rivera, if any application is granted.
- (iii) The Town of West New York will technically reinstate Mr. Rivera for one (1) workday to his position as a Certified Civil Service Police Officer with the Town of

West New York for the sole purpose of allowing the Town of West New York and Mr. Rivera to file the above referenced pension applications. During, and as a result of, the technical one (1) day reinstatement, Mr. Rivera shall not receive any of the rights, benefits or privileges, or perform any of the duties of a West New York Police Officer, other than the right to file his pension applications and to the extent that any application for pension benefits is approved, to receive healthcare and medical benefits, which benefits shall be consistent with those benefits provided to other retired or disabled certified civil police officers.

- 2C. In the event that the PFRS grants either the Town's or Mr. Rivera's Petition(s) for accidental or ordinary disability pension for Mr. Rivera, and the State of New Jersey does not appeal the pension grant within 45 days of the approval date of the pension, or upon written notice from the State that it will not appeal the award of pension benefits, the Settlement Agreement becomes irrevocable, and within five (5) days, Mr. Rivera shall file a Stipulation of Dismissal With Prejudice and Without Costs, in the instant lawsuit. Within fifteen (15) days of receipt of the certified copy of the Filed Stipulation, Defendants shall deliver to Folkman Law Offices, P.C., a draft made payable to Folkman Law Offices, P.C. in trust for Richard Rivera, totaling \$675,000.00. Mr. Rivera shall retire from the West New York Police Department in accordance with the applicable PFRS rules and regulations.
- 2D. In the event that the PFRS **does** grant Mr. Rivera either an ordinary or accidental disability pension, but the State of New Jersey files an appeal of that pension grant, Mr. Rivera shall have thirty (30) days after written notice of the filing of the State's appeal to decide and give Defendants notice, in accordance with the procedure set forth in Paragraph #6 herein as to which one of the following courses of action he elects to follow:
- (i) Mr. Rivera may file and deliver to Defendants a certified Filed Copy of a Stipulation of Dismissal With Prejudice and Without Costs in the instant case and this Settlement Agreement shall become final and irrevocable. Within fifteen (15) days of receipt of a certified copy of the Filed Stipulation, Defendants shall deliver to Folkman Law Offices, P.C. a draft made payable to Folkman Law Offices, P.C. in trust for Richard Rivera, totaling \$675,000.00. Mr. Rivera shall retire from the West New York Police Department in accordance with the applicable PFRS rules and regulations; or
 - (ii) Mr. Rivera may file and deliver to Defendants a certified Filed Copy of a Stipulation of Dismissal With Prejudice and Without Costs in the instant case and this Settlement Agreement shall become final and irrevocable, and Mr. Rivera may choose to litigate the pension appeal at his own cost and expense. The Defendants will not participate in this appeal unless they elect to do so in support of Mr. Rivera's position, but Defendants shall use their best efforts to assist Mr. Rivera in obtaining all unprivileged documents necessary for Mr. Rivera to properly respond to the State's appeal. Within five (15) days of receipt of a certified copy of the Filed

RR

CHAM LAW OFFICES, P.C.
ROUTE 70 EAST, SUITE 407
HERRY HILL, NJ 08034

Stipulation, Defendants shall deliver to Folkman Law Offices, P.C. a draft made payable to Folkman Law Offices, P.C. in trust for Richard Rivera, totaling \$675,000.00. Mr. Rivera shall retire from the West New York Police Department in accordance with the applicable PFRS rules and regulations; or

(iii) Mr. Rivera may revoke his consent to and void this Settlement Agreement and request that the District Court replace this instant lawsuit on the active trial list.

(iv) If Mr. Rivera elects option 2(D)(iii) above, then Defendants may then elect to defend the appeal.

(a) If the Town is successful on final appeal, the Settlement Agreement between the parties shall become final and unconditional. Within five (5) days of written notice of the disposition of the appeal, Rivera will file a Stipulation of Dismissal With Prejudice and Without Costs. Within five (15) days of receipt of a certified copy of the Filed Stipulation, Defendants shall deliver to Folkman Law Offices, P.C. a draft made payable to Folkman Law Offices, P.C. in trust for Richard Rivera, totaling \$675,000.00. Mr. Rivera shall retire from the West New York Police Department in accordance with the applicable PFRS rules and regulations; or

(b) If the Town is not successful on final appeal, upon written notice of the disposition of the appeal, Rivera shall, within five (5) days notify Defendants of which of the following options he elects:

i) Mr. Rivera may file and deliver to Defendants a Filed Copy of a Stipulation of Dismissal With Prejudice and Without Costs in the instant case and the Settlement Agreement shall become final and irrevocable. Within five (15) days of receipt of a certified copy of the Filed Stipulation, Defendants shall deliver to Folkman Law Offices, P.C. a draft made payable to Folkman Law Offices, P.C. in trust for Richard Rivera, totaling \$675,000.00. Mr. Rivera shall retire from the West New York Police Department in accordance with the applicable PFRS rules and regulations; or

ii) Mr. Rivera may revoke his consent to and void this Settlement Agreement and request that the District Court replace this instant lawsuit on the active trial list.

RR

AN LAW OFFICES, P.C.
SUITE 70 EAST, SUITE 407
BRY HILL, NJ 08034

2E. In the event that the PFRS does not grant Mr. Rivera either an ordinary or accidental disability pension, Rivera shall have thirty (30) days after written notice of the disposition

of the PFRS denial of pension benefits to decide and give Defendants notice as to which one of the following courses of action he elects to follow:

- (i) Mr. Rivera may file and deliver to Defendants a certified copy of the filed Stipulation of Dismissal With Prejudice and Without Costs in the instant case and this Settlement Agreement shall become final and irrevocable. Within fifteen (15) days of receipt of the certified copy of the Stipulation, Defendants shall deliver to Folkman Law Offices, P.C. a draft made payable to Folkman Law Offices, P.C. in trust for Richard Rivera, totaling \$675,000.00. Mr. Rivera shall retire from the West New York Police Department in accordance with the applicable PFRS rules and regulations; or
- (ii) Mr. Rivera may file and deliver to Defendants a Filed Copy of a Stipulation of Dismissal With Prejudice and Without Costs in the instant case and the Settlement Agreement shall become final and irrevocable, and Mr. Rivera may choose to litigate the pension appeal at his own cost and expense. The Defendants will not participate in this appeal unless they elect to do so in support of Mr. Rivera's position, but Defendants shall use their best efforts to assist Mr. Rivera in obtaining all unprivileged documents necessary for Mr. Rivera to properly respond to the State's appeal. Within fifteen (15) days of receipt of the certified copy of the Filed Stipulation, Defendants shall make one payment to Folkman Law Offices, P.C. in trust for Richard Rivera, totaling \$675,000.00. Mr. Rivera shall retire from the West New York Police Department in accordance with the applicable PFRS rules and regulations; or
- (iii) Mr. Rivera may revoke his consent to and void this Settlement Agreement and request that the District Court replace this instant lawsuit on the active trial list.

2F. Notwithstanding anything else to the contrary contained herein, Defendants shall not deliver the \$675,000.00 payment to Plaintiff or Plaintiff's attorney until and unless, Defendants have first received from Plaintiff a certified copy of the Filed Stipulation of Dismissal With Prejudice and Without Costs in the instant lawsuit, and Plaintiff's signed and dated written representation that this Settlement Agreement is final and irrevocable. Upon receipt of the certified copy of filed Stipulation of Dismissal Without Costs and written representation by the plaintiff that this Settlement Agreement is final and irrevocable, the defendants shall deliver to Folkman Law Offices, P.C., within fifteen (15) days, a draft made payable to Folkman Law Offices, P.C., in trust for Richard Rivera, totaling \$675,000.00.

3. The parties intend for this Settlement Agreement to be binding on them as a contract. This Settlement Agreement shall be governed by the applicable federal and New Jersey laws. The parties agree that the terms and conditions of this Settlement Agreement can be enforced only in the U.S. District Court for the District of New Jersey, Newark Vicinage.

4. MR. RIVERA ACKNOWLEDGES THAT THE DEFENDANTS HAVE STRONGLY SUGGESTED TO MR. RIVERA THAT HE SHOULD DISCUSS THE TERMS AND CONDITIONS OF THIS SETTLEMENT AGREEMENT WITH A LAWYER CHOSEN BY MR. RIVERA. BEFORE HE SIGNS AND AGREES TO THE SETTLEMENT AGREEMENT. MR. RIVERA FURTHER ACKNOWLEDGES AND REPRESENTS THAT HE, IN FACT, WAS ASSISTED BY BENJAMIN FOLKMAN, ESQ. OF CHERRY HILL, NEW JERSEY, IN THE NEGOTIATION OF THIS SETTLEMENT AGREEMENT.
5. Mr. Rivera agrees that he is entering into this Settlement Agreement voluntarily and that he has not been forced or coerced in any way by the Defendants or any other entity or person into signing this document. Likewise, signatories on behalf of the Defendants agree that they have entered into the Settlement Agreement voluntarily and that they have not been forced or coerced in any way by the Plaintiff or any other entity or person into signing this document.
6. Time and Method to Revoke this Agreement. Mr. Rivera acknowledges that his legal counsel and the Defendants have informed him that, should he decide to sign this Settlement Agreement, he will have seven (7) days after he signs this Settlement Agreement to revoke and not be bound by the terms and conditions of this Settlement Agreement, which Agreement shall not take effect until the effective date as outlined in Paragraph #2(A) above. Mr. Rivera also agrees that he understands that in order to revoke this Settlement Agreement, after he signed it, he must deliver a written, dated and signed revocation letter to defense counsel, J.S. Lee Cohen, Esq., DeCotiis, FitzPatrick, Gluck & Cole, LLP, 500 Frank W. Burr Blvd., Teaneck, New Jersey 07666. Mr. Rivera further agrees that Defendants shall pay him in accord with the terms and conditions of this Settlement Agreement. All notices required by this Settlement Agreement shall be effectuated by the signatory party charged with giving such notice, in a dated and executed writing, delivered to all other parties by telecopiers and overnight mail or a national express delivery company which issues a delivery receipt and regular first class U.S. mail.

Notice(s) to Plaintiff shall be transmitted to:

Folkman Law Offices, P.C.
1415 Route 70 East, Suite 407
Cherry Hill, NJ 08034
Attention: Benjamin Folkman, Esquire
Telephone: (856) 354-9444
Telecopier: (856) 354-9776

Notice(s) to the Town of West New York shall be transmitted to:

Farmer & Campen
501- 30th Street


FOLKMAN LAW OFFICES, P.C.
1415 ROUTE 70 EAST, SUITE 407
CHERRY HILL, NJ 08034

Union City, New Jersey 07087
Attention: George B. Campen, Esquire
Telephone: (201) 348-0990
Telecopier: (201) 348-6803

Notices to the West New York Police Department and Mr. Oriente shall be transmitted to:

J.S. Lee Cohen, Esquire
DECOTIS, FITZPATRICK, GLUCK & COLE, LLP
Glenpointe Centre West
500 Frank W. Burr Boulevard
Teaneck, New Jersey 07666
Telephone: (201) 928-1100
Telecopier: (201) 928-0599

7. The parties agree that by signing this Settlement Agreement, they will be forever giving up and releasing certain legal rights that they may have against one or more of the parties. The legal rights that the parties will be giving up, if they sign this Settlement Agreement, are listed below in numbered Paragraph 16, which is labeled Mutual General Release.
8. Mr. Rivera will cooperate fully and subject himself to necessary medical and psychological exams. The Town of West New York will arrange for all necessary medical and psychological examinations of Richard Rivera that are required by the PFRS in order to qualify Mr. Rivera for an ordinary and/or accidental disability pension. If any pension is granted to Mr. Rivera by the PFRS, Mr. Rivera will receive health care and medical benefits, which benefits shall be consistent with those benefits provided to other retired or disabled certified civil police officers of the Town of West New York. To the extent that medical benefits are modified for other retired or disabled certified civil police officers of the Town of West New York, it is understood that Mr. Rivera may have his medical benefits modified.
9. Defendants agree to pay Plaintiff the amount of \$675,000.00, as outlined above, and further agree to make all pension contributions to the PFRS on behalf of Richard Rivera, which contributions shall consist of both Mr. Rivera's portion as well as the Town of West New York's portion, from the date of permanent appointment with the Town of West New York up through such time as is required by PFRS. Plaintiff shall be responsible for making such tax payments as are deemed to be required by the appropriate local, state or federal authorities to the extent that some or all of the monies to be paid under the terms of this Settlement Agreement and General Release are deemed to be taxable. The parties acknowledge and agree that a portion of this settlement amount may have to be designated as back pay, in an amount demanded by the PFRS, which amount shall not constitute any amount of back pension contributions; the parties further agree that all money not designated as back pay shall be allocated as payment for pain and suffering and physical manifestations of emotional distress, which the parties stipulate is non-taxable, and/or attorneys' fees. Payment of the \$675,000.00 shall be made in accordance with Paragraph 2 above. This Overall Amount of \$675,000.00 plus the value of all pension contributions to the PFRS on behalf of Richard Rivera, which contributions shall consist of both Mr. Rivera's employee

Overall Amount of \$675,000.00 plus the value of all pension contributions to the PFRS on behalf of Richard Rivera, which contributions shall consist of both Mr. Rivera's employee portion, as well as the Town of West New York's portion, as outlined above, as well as the value of all pension and medical benefits, is also understood by all parties to this Agreement to be inclusive of past, present and future attorneys' fees due and owing to Folkman Law Offices, P.C., and any other fees and costs incurred by it and Mr. Rivera. Mr. Rivera agrees not to file any applications for attorneys' or other fees and costs with respect to this matter in the future.

10. Mr. Rivera agrees that upon fulfillment of all the terms as set forth above, to the extent that he has not elected to revoke the terms of this Agreement, as referred to in Paragraph 2 and 6 above, that he will never reapply for reinstatement to employment with the West New York Police Department and will never apply for or accept any other employment with the Town of West New York, exclusive of elected and appointed positions.
11. The Plaintiff and Defendants mutually agree that they shall not disparage or defame one another.
12. The Defendants agree to dismiss any counterclaims that they have against Mr. Rivera in the above matter with prejudice and without costs or attorneys' fees.
13. The Defendants represent to the best of their knowledge that they possess no personal property of Richard Rivera, and Rivera represents that to the best of his knowledge the Defendants possess no personal property of Rivera.
14. Mr. Rivera agrees that he has received from the West New York Police Department all the pay and any other form of compensation that was owed to him up to the date of his retirement, except for the additional payments recited herein.
15. A) Confidentiality or Non-Publicity – To the extent that this clause does not violate public policy, the parties hereto agree to keep any and all information concerning this Settlement Agreement confidential and not to disclose such information to any other person or entity except that the Settlement Agreement is agreed to be a non-confidential public record. Moreover, the fact of this Settlement, the Amount of this Settlement and the terms of this Settlement, as set forth in this Agreement are not subject to this Confidentiality or Non-Publicity clause. Any party hereto directed by any judicial or administrative tribunal to disclose any document or information covered by this Settlement Agreement shall promptly upon receipt of such direction and in any case not less than ten (10) days (or such lesser amount of time given by the tribunal) prior to the time to comply with such direction (i) give each of the other parties hereto notice of such direction, (ii) describe the document or information covered hereby that such party intends to disclose to such tribunal, (iii) cooperate fully with the other parties' lawful attempts to maintain the confidentiality and non-disparagement terms hereof. Any party hereto shall have standing to seek a protective order or such other relief as may be appropriate under the circumstances. This confidentiality or

non-publicity provision shall not take effect until such time as the "Effective Date" of the Settlement Agreement. The parties hereto agree that after the occurrence of the Effective Date, their respective attorneys, agents, principals, employees and representatives shall be bound and must abide by the terms of this confidentiality provision and that no such attorney, agent, principal, employee or representative shall obtain information or documents covered by this Settlement Agreement unless each such person affirmatively agrees to be bound by this confidentiality provision. This confidentiality provision shall survive the termination of the settlement process and the underlying case. If Mr. Rivera elects to revoke this Settlement Agreement, as outlined in Paragraph 2 above, this confidentiality or non-publicity provision will be void ab initio. To the extent that this Settlement Agreement is not revoked, the confidentiality or non-publicity provision shall be effective and continue from the Effective Date of this Settlement Agreement or until terminated in writing by both parties.

16. Mutual General Release – As of the Effective Date of this Agreement, Mr. Rivera agrees for himself and for his heirs, representatives, successors and assigns, that by signing the Settlement Agreement, he agrees to finally and permanently retire from employment with the West New York Police Department, as outlined in Paragraph 2 above, at the end of the day of his day of technical reinstatement and that he gives up, waives, releases and forever discharges the Defendants and their representatives, agents, heirs, successors and assigns from any and all claims, known or unknown, which he has or may have now or in the future against them, relating to or arising from his employment and retirement with the West New York Police Department and his resignation and retirement from employment with the West New York Police Department, including, but not limited to, any claims of wrongful discharge, failure to provide a "retirement in good-standing" card, breach of express or implied contract, fraud, misrepresentation, defamation, liability in tort, and claims of any kind which may be brought in any court of law or equity or administrative agency, any claim under the United States Constitution, as amended; the New Jersey Constitution, as amended; Title VII of the Civil Rights Acts of 1964, as amended, The Age Discrimination in Employment Act of 1967, The American With Disabilities Act, The Age Discrimination in Employment Act, The Employment Retirement Income Security Act, The United States Fair Labor Standards Act, The United States Family and Medical Leave Act, The New Jersey Family Leave Act, The New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, Title IIA of the New Jersey Statutes and any other federal, state or local law relating to employment and any other claim arising from, relating to, or in connection with Mr. Rivera's employment and retirement therefrom. Mr. Rivera understands that he is not releasing any claims he may have to enforce the provisions of this Settlement Agreement. Mr. Rivera further agrees not to file a lawsuit or administrative claim to assert any of the claims he has given up, released and waived. This General Release by Mr. Rivera is subject to revocation or being voided, pursuant to the terms and conditions set forth in this Settlement Agreement and Mutual General Release. Defendants release any and all claims, known or unknown, from the beginning of time until the effective date of this Settlement Agreement, that they have against Mr. Rivera, including, but not limited to, any claims for attorneys' fees and costs.

II. General Terms and Conditions

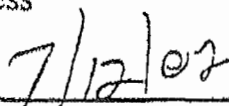
17. This Settlement Agreement was negotiated by Mr. Rivera and the Defendants. Each party was given an opportunity to consult with their own attorney before it was signed. George Campen, Esq. (Farmer & Campen, Union City, New Jersey) and J.S. Lee Cohen, Esq. (DeCotiis, FitzPatrick, Gluck & Cole, LLP, Teaneck, New Jersey) were the attorneys for the Defendants. Benjamin Folkman, Esq. (Cherry Hill, New Jersey) was the attorney for Mr. Rivera. No provision of this Settlement Agreement shall be construed against any party based upon the fact that that party or his (its) attorney either proposed or drafted the term or condition in dispute. This Settlement Agreement does not release or resolve any unasserted Third-Party and/or Cross Claims by the Defendants with regard to the monies and/or benefits to be provided to Plaintiff pursuant to this Settlement Agreement.
18. This Settlement Agreement contains the entire agreement between Mr. Rivera and the Defendants. This Settlement Agreement may only be modified by a written and dated agreement, signed by all parties. No person, except those who have signed this Settlement Agreement, has any authority to make any promise or representation, concerning the terms and conditions contained in this Settlement Agreement. No waiver of any party of any breach of this Settlement Agreement shall be deemed to be a waiver of any other or future breach.

III. Counterparts

This Settlement Agreement may be executed in counterparts and shall be construed and interpreted in accordance with the laws of the State of New Jersey, without regard to choice of law rule. The parties agree that any action to enforce or interpret this Settlement Agreement shall only be brought in a court of competent jurisdiction of the State of New Jersey.



Witness



Dated



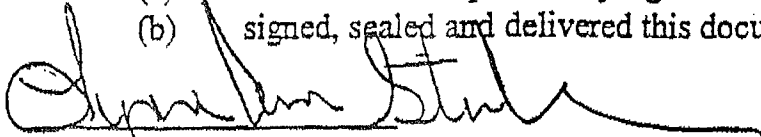
RICHARD RIVERA

STATE OF NEW JERSEY, COUNTY OF CAMDEN

SS

I certify that on the 12 day of July, 2002 Richard Rivera personally came before and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person)

- (a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as his/her act and deed.


Notary Public

Witness

ALEXANDER V. ORIENTE, SR.

Dated

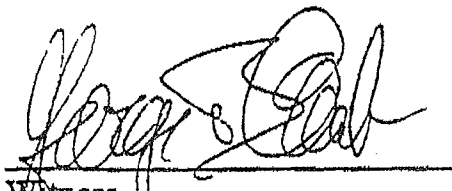
STATE OF NEW JERSEY, COUNTY OF CAMDEN

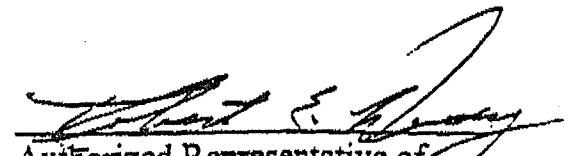
SS

I certify that on the ____ day of _____, 2002 Alexander V. Oriente, Sr. personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as his/her act and deed.

Notary Public


Witness


Authorized Representative of
The Town of West New York

7/23/02
Dated

(Print Name)

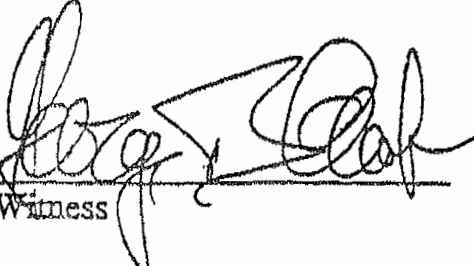
STATE OF NEW JERSEY, COUNTY OF CAMDEN

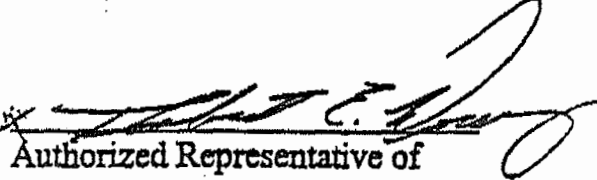
SS

I certify that on the ____ day of _____, 2002 _____ personal
came before me and acknowledged under oath, to my satisfaction, that this person (or if more than
one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his/her act and deed.

Notary Public


Witness


Authorized Representative of
The Town of West New York Police
Department

7/23/02
Dated

STATE OF NEW JERSEY, COUNTY OF CAMDEN

SS

I certify that on the ____ day of _____, 2002 _____ personal
came before me and acknowledged under oath, to my satisfaction, that this person (or if more than
one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his/her act and deed.

Notary Public