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BY UPS NEXT DAY DELIVERY

Mr. Richard F. X. Regan, Esq.
DeCotiis, Fitzpatrick, Cole & Giblin, LLP
Glen Point Centre West
500 Frank M. Burr Boulevard, Suite 31
Teaneck, New Jersey 07666

RE: Barry Young v. Dover, et al.

Dear Mr. Regan:

As was discussed among you, Mr. Cohen and me the other day, enclosed is the settlement agreement executed by Mr. Young.

You will see the hand-written, initialed changes I mentioned through which Mr. Young and I sought to direct that payment be made to him, without passing the settlement proceeds through my attorney trust account, which is easier for my small firm under the circumstances. If you would prefer before presentment to your clients to substitute into the document pages with the appropriate type-written changes consistent with Mr. Young's mark-ups, I would be fine with that provided that you let me see the changed document (via email) and approve it before you proceed.

Regarding the delivery of the payment, Mr. Young is ready, willing and able to come to your offices in Teaneck to take possession of the settlement check, and willing present identification and sign a receipt for the check. I would prefer that you proceed in that manner to ensure delivery without any risk of the check being lost in the mail.

As far as the timing of the above-referenced events, we discussed that the settlement needs to be formally approved by vote of Dover's town council and that we will need to await the next scheduled town council meeting on September 11, 2018. Following that, the settlement agreement specifies (I believe) at 30-day window for delivery of the check.

For my files, please provide me with a copy of the check and of the countersigned, fully executed agreement, at your earliest convenience.

I am pleased that we have reached the conclusion of this matter and thank you for your professional approach throughout our dealings.

I look forward to hearing from you.

Very truly yours,
DEININGER & ASSOCIATES, LLP

Christopher L. Deininger, Esq.

Enclosure

cc: Barry Young (with enclosure via email only)

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter the "Agreement") is made this 27 day of August, 2018, by and among the Plaintiff, Barry M. Young, (hereinafter referred to as the "Plaintiff" or "Employee") and the Defendants, Town of Dover (a municipal corporation of the State of New Jersey), James P. Dodd, Richard Rosell and Donald Travisano (hereinafter either collectively referred to as the "Dover Defendants" or, in reference to the Town of Dover alone, the "Employer"), without any admissions of liability and for the purpose of avoiding further consumption of time and future costs of litigation.

WITNESSETH:

WHEREAS, the Plaintiff has been, and is an employee of the Town; and

WHEREAS, the Plaintiff has asserted claims against the Employer and other Dover Defendants arising out of his employment with the Employer in a lawsuit initially filed in the Superior Court of New Jersey – Morris County and later removed to the United States District Court of New Jersey, and assigned Civil Action No. 2:16-cv-03440-CCC-JNC (hereinafter referred to as the "Lawsuit"); and

WHEREAS, on July 7, 2016, the Dover Defendants filed an Answer along with Affirmative Defenses to Plaintiff's First Amended Complaint wherein the Dover Defendants denied Plaintiff's allegations and the factual and legal viability of Plaintiff's asserted federal and state law claims; and

WHEREAS, the Employer and other Dover Defendants herein [redacted]

WHEREAS, both the Plaintiff and the Dover Defendants have been represented by independent counsel of their choice and have engaged in extensive discovery to date; and

WHEREAS, the Plaintiff, Employer and other Dover Defendants desire to settle fully [redacted] Lawsuit; and

WHEREAS, the Plaintiffs and the Dover Defendants acknowledge and agree that this Agreement is being entered into [redacted]

WHEREAS, the Plaintiff and the Dover Defendants acknowledge and agree that this Agreement is intended to resolve any and all claims Plaintiff has asserted [redacted]

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, it is hereby agreed as follows:

1. The foregoing recitals are incorporated herein as if *set* forth at length.

2. It is understood that this Agreement is final upon approval by Dover's governing body contingent upon prior approval from the New Jersey Division of Pensions and Benefits ("Division of Pensions") and the Board of Trustees of the Police and Firemen's Retirement System ("PFRS"), or their designees. In the event that this Agreement is not approved by both of those bodies, then the Parties, stipulate and that the Lawsuit shall be reinstated as an active matter on the docket of the United States District Court for the District of New Jersey; and/or, failing an effective reinstatement of the Lawsuit, the Parties stipulate and agree that Plaintiff has the right and power to commence a new plenary action making the same claims as were made in the Lawsuit, and that there shall be no defenses to those claims arising from or in connection with any statute of limitations and/or argument as to untimeliness.

3. Consideration. Plaintiff-employee understands that, in consideration for the promises and agreements set forth herein, the Parties agree that, subject to the expiration of the Revocation Period set forth in Paragraph 32 below, and provided that the Employee has not revoked this Agreement as provided therein, the Employer will pay to Plaintiff as full and complete settlement and final satisfaction of the claims raised in the Lawsuit and any and all other claims that Plaintiff has or may have, whether past, present or in the future, against the Employer and/or the Releasees as defined below, through the date of execution and fulfillment of the terms of this Agreement, including, but not limited to, any claim for attorney's fees and costs, the following payments and terms:

a. The gross sum of $175,000 to be paid as a payment of $175,000, to be paid by the Morris County Municipal Joint Insurance Fund, made payable to "Barry Young ~~and Bubb, Grogan & Cocca LLP Trust Account~~," on account of all past, present and future claims for personal injury, emotional suffering, stress, distress, the physical manifestations thereof; and any and all remaining claims, including but not limited to claims for counsel fees, costs of suits and, if any, representation(s) related to the allegations raised in the Lawsuit.

b. Employee shall resign from employment, after use of accrued time, with the Employer subject to the following terms:

(i) [redacted]

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(ii) Employee's use of and payment by Employer for the [redacted] Employee is unable to return to work for Employer as a police officer.

(iii) Subsequent to Employee's [redacted] He will receive payment in accordance with the Employer's payroll dates, and [redacted] until all the time has been paid.

c. Employee shall be considered an [redacted] benefits afforded to all active employees pursuant to the collective negotiations agreement between the Employer and the P.B.A. - Superior Officers Association ("SOA"), and will be required to contribute toward his benefits at a level consistent with other members of the SOA.

d. Employee represents, warrants, and acknowledges that the Employer [redacted] specifically provided for in this Agreement.

e. As contemplated above, Employee shall submit [redacted]

f. During [redacted] Employee agrees to return to the Employer, any and all property of the Employer still in his possession or control including, but not limited to, computers, keys, identification cards, reports, documents, correspondence, manuals, ledgers and equipment.

4. Further Consideration. For the Employee's execution of this Agreement and the promises and covenants contained herein, the Employer agrees as follows:

a. The parties recognize that the disposition of [redacted] personnel file, Employer will forward such said request in writing to Employee's attorney, Christopher Deininger, Esq., ~~of Bubb, Grogan & Cocca, LLP~~, within three (3) days of receipt of said request. Notwithstanding this provision, it is mutually understood between the parties that the Employer will provide to the Division of Pensions and Benefits any such material requested by that agency or its designee, both prior to the Division's approval of this settlement and at any time thereafter that such a request is made.

b. Should the Employee be in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties as a result of his employment with the Employer as a police officer, Employee will be afforded defense and indemnification pursuant to N.J.S.A. 40A:14-155, and the SOA collective negotiations agreement, subject to the standard reservation of rights applicable to the Employer's entire defense and indemnification in all such actions.

c. In the event all Town police [redacted]

d. The Employer will further provide the Employee with resigned police identification when eligible therefor.

Following the expiration of the Revocation Period set forth in Paragraph 30 below, and provided that the Employee has not revoked this Agreement as provided therein, the Settlement Payment shall be made within 30 days following the full execution of this Agreement, and shall be without federal and state withholdings, taxes or other payroll deductions. The check(s) shall be made payable to "Barry Young ~~and Bubb Grogan & Cocca LLP Trust Account~~." In this regard, the Employer will issue an IRS Form 1099 only to ~~Bubb Grogan & Cocca~~ regarding this payment with Box 3 ("other income") checked. ~~Plaintiff's counsel shall supply the Employer with an IRS Form W-9.~~

Barry Young

The Employee agrees that he will be responsible for the payment of any and all applicable state, federal and local taxes that may be owed by him with respect to the Settlement Payment(s) and will assume all liability with respect to such taxes, if any.

5. Approval of Division of Pensions. Employer and their representatives, including but not limited to their Human Resource and Payroll departments, agree that they will cooperate with Employee, Employee's counsel and any and all representatives of the Division of Pensions

and Benefits with respect to the parties' obligation as set forth herein to submit this Agreement to the Division of Pensions for approval prior to this Agreement becoming effective.

6. Internal Affairs. As of the date of this Agreement, [redacted] Part of the consideration for Employer's agreement to this provision is Plaintiff's assurances set forth in this Agreement that he shall resign from, and not reapply for, employment with Employer as a police officer, following the commencement of his resignation as of February 6, 2020.

7. Waiver and Release of Claims. In settlement of this matter and in consideration of the Settlement Payment(s) set forth in Paragraph 3 above, the Employee hereby releases and forever discharges the Employer and its past, present and future officers, officials, Council members, administrators, directors, attorneys, employees, insurers, reinsurers, agents, and their respective successors and assigns (hereinafter collectively referred to as the "Relessees"), jointly and severally, from any and all actions, complaints, causes of action, lawsuits or claims of any kind (hereinafter collectively referred to as the "Claims"), known or unknown, asserted or unasserted, which the Employee, his wife, heirs, agents, executors, successors or assigns ever had, now have or hereafter may have against Releasees arising out of any matter, occurrence, omission, or event existing or occurring prior to the Employee's execution of this Agreement, including, without limitation, Claims:

a. relating to or arising out of Employee's employment with the Employer including any and all claims for back pay, front pay, benefits or other financial losses;

b. relating to or arising out of any pension law or regulation, including, but not limited to the New Jersey Police and Firemen's Retirement Act, N.J.S.A. 43:16-1 et seq.:

c. relating to or arising out of any claims of discrimination, harassment, and/or retaliation based on age, sex, gender, race, religion, color, creed, disability, handicap, citizenship, national origin, ancestry, sexual orientation, pregnancy, veteran's status, marital status, familial status, domestic partnership status, civil union status, or any other factor protected by federal, state or local law (such as Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, 42 U.S.C. § 1981a, the Americans with Disabilities Act, 42 U.S.C. § 12101 et ILN., the Older Workers Benefit Protection Act, 29 U.S.C. § 621 et seq., New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq. and/or the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.). Although this Release does not impact Employee's obligation to cooperate with any state or Federal agency, he agrees that he will not accept any relief or financial recovery associated with any filing with the

Equal Employment Opportunity Commission ("EEOC") or Division on Civil Rights ("DCR");

d. relating to or arising out of the Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq.;

e. relating to or arising out of COBRA, or any implementing rules and regulations;

f. relating to or arising out of any claims under the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. ("NJEERA");

g. relating to or arising out of any claims under the Occupational Safety and Health Act, 29 U.S.C. § 651 or any implementing rules and regulations;

h. relating to or arising out of any claims under the New Jersey Public Employees' Occupational Safety and Health Act; N.J.S.A. 34:6A-25 et seq., or any implementing rules and regulations;

i. relating to or arising out of any claims under the Fair Credit Reporting Act, 15 U.S.C. § 1581;

j. relating to or arising out of any claims under 42 U.S.C. § 1981, 1983 or 1985; relating to or arising out of the Health Insurance Portability and Accountability Act, P.L.104-191;

k. relating to or arising out of any claims under the New Jersey Worker Freedom From Employer Intimidation Act, N.J.S.A. 34:19-9;

l. relating to or arising out of any claims under the Civil Service Act, N.J.S.A. 11A:1-1 et seq.;

m. relating to or arising out of any claims under requests for public records or documents pursuant to OPRA or NJEERA, including but not limited to all actual pending OPRA requests that Plaintiff has filed with the Town (which the Parties hereby mutually acknowledge and agree shall be considered "withdrawn" pursuant to this Agreement);

n. relating to or arising out of any claims based upon any contract or implied contract;

o. relating to or arising out of any provision of any other law, constitution, regulation, ordinance, decision, common or statutory law, of the United States, New Jersey or any other state, city, county or municipality;

p. relating to or arising out of any claims for attorneys' fees, costs or expenses; and/or

r. relating to or arising out of any claims based upon any other statutory or common law, now existing or hereinafter recognized, including, but not limited to violations of public policy, tort, privacy, defamation, intentional infliction of emotional distress, negligence, contact, whistleblower laws, promissory estoppel or equitable estoppels.

8. No Other Proceedings. By his signature below, the Employee represents that there are no pending or contemplated lawsuits, charges, administrative proceedings, criminal complaints or other claims of any nature whatsoever by the Employee against the Employer or any Releasees in any state or federal court or before any agency or other administrative body. Furthermore, the Employee agrees, to the extent permitted by law, not to assert any claims, charges, grievances or other legal or contractual proceedings against the Employer or any Releasees in any forum, based upon his employment with the Employer, whether known or unknown. The Employee further represents and agrees that he has not filed any claims against the Employer or any Releasees with any local, state or federal enforcement agency, including, but not limited to, any law enforcement agency, the U.S. Department of Labor, the Equal Employment Opportunity Commission ("EEOC"), the New Jersey Department of Labor & Workforce Development, or the New Jersey Division on Civil Rights.

9. Challenging of Waiver. The Employee understands that nothing in this Agreement is intended to interfere with or deter his right to challenge the waiver of an ADEA claim or state law age discrimination claim, the filing of an ADEA charge or ADEA complaint or state law age discrimination complaint or charge with the EEOC or any state discrimination agency or commission, or to participate in any investigation or proceeding conducted by those agencies. Furthermore, the Employee understands that nothing in this Agreement would require him to tender back the money received under this Agreement if he seeks to challenge the validity of the ADEA or state law age discrimination waiver, nor does the Employee agree to ratify any ADEA or state law age discrimination waiver that fails to comply with the Older Workers' Benefit Protection Act by retaining the money received under the Agreement. Furthermore, nothing in this Agreement is intended to require the payment of damages, attorneys' fees or costs to the Employer should the Employee challenge the waiver of an ADEA or state law age discrimination claim or file an ADEA or state law age discrimination suit except as authorized by federal or state law. Notwithstanding the foregoing two sentences, as provided herein, the Employee also waives any right to recover from the Employer and any Releasees in a civil suit brought by any governmental agency or any other individual on his behalf with respect to any Claim.

10. Medicare Eligibility. The Employee represents and warrants that [redacted] agree that all representations and warranties made herein shall survive settlement.

The Parties further agree that, in the event of a breach of the representations and warranties made by the Employee, the Employer and their insurers and/or reinsurers shall be entitled to set off any remaining payments due the Employee under the terms of this Agreement or any other agreement; as well as to the full extent of damages and other relief available at law and equity.

The Employee agrees to indemnify, hold harmless, and defend the Employer and their insurers and reinsurers against any loss, cost, expense, or liability imposed upon or incurred by the Employer and/or their insurers and reinsurers arising from, relating to or concerning Medicare conditional payments related to the accident, injury, or illness giving rise to this settlement.

Each Party has been advised by counsel before signing this Agreement and has relied upon advice of such counsel with respect to all aspects of this Agreement, including but not limited to the Parties' respective obligations (if any) to reimburse Medicare for conditional payments related to the accident(s), injur(ies), or illness(es) giving rise to this settlement. It is understood and agreed that no mistake of law or mistake of fact made by any party, including but not limited to any mistake with respect to any obligation to reimburse Medicare for conditional payments, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable.

11. No Prior Obligation to Make Payments: Adequate Consideration. The Employee acknowledges and agrees that absent his signing this Agreement and complying with all terms of the Agreement, the Employer is not required by any policy, plan or prior agreement to pay the Settlement Payment, and that the Settlement Payment constitutes adequate consideration to support his release of Claims in Paragraph 7 above.

12. No Publicity or Disparagement. The Employee agrees that he will not make any negative comments or disparaging remarks, in writing, orally or electronically, about the Employer, other Dover Defendants or any other Releasee, including the Employer's officials, attorneys and employees. Similarly, the Employer agrees that it will not make any negative comments or disparaging remarks, in writing, orally or electronically, about the Employee. Both Employer and Employee agree that neither will issue, nor otherwise authorize, the making of any public communication (written, verbal or otherwise) that disparages, criticizes or otherwise reflects adversely upon any Party or which encourages any adverse action against either Party, provided that each is permitted to testify truthfully under oath pursuant to subpoena. Neither the Employee nor the Employer shall refer to themselves or to the other party as the winning or losing party regarding the Lawsuit. Additionally, the Plaintiff and the Dover Defendants agree not to disparage or make or solicit any comments, statements, or the like to the media, future/prospective employers or to others that may be considered to be derogatory or detrimental to the good name or business reputation of each other. No part of this provision shall be construed to prohibit the Employer from cooperating with the Division of Pensions relative to the submission of this Agreement for agency approval.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

14. No Admission of Liability. Nothing in this Agreement shall be construed as an admission or concession of liability or wrongdoing by the Employer. Rather, this Agreement is being offered for the sole purpose of settling, cooperatively and amicably, the Lawsuit, as well as

any and all possible current disputes between the parties. The Parties understand that this Agreement does not constitute an admission by any party of 1) liability; 2) violation of any federal, state, or local law, regulation, order, or other requirement of law; 3) breach of contract, actual or implied; 4) commission of any tort; or 5) other civil wrong.

15. Severability. Nothing in this Agreement is intended to violate any law or, shall be interpreted to violate any law. If any paragraph or part or subpart of any paragraph in this Agreement or the application thereof is construed to be overbroad and/or unenforceable, then the court making such determination shall have the authority to narrow the paragraph, part or subpart of the paragraph as necessary to make it enforceable, and said paragraph, part or subpart shall then be enforceable in its/their narrowed form(s). Moreover, each paragraph, part or subpart of each paragraph in this Agreement is independent of and severable (separate) from each other. In the event that any paragraph, part or subpart of any paragraph in this Agreement is determined to be legally invalid of unenforceable by a court and is not modified by a court to be enforceable, then the affected paragraph, part or subpart of such paragraph shall be stricken from the Agreement, and the remaining paragraphs or parts or subparts of such paragraphs of this Agreement shall remain in full force and effect.

16. Use of Release of Evidence. Neither the fact of this Agreement, nor any of its terms, nor the payment of the consideration hereunder, shall constitute or be deemed an admission of liability by the Employer or of any violation of any duty, statute, law or regulation.

17. Heading. The headings contained in this Agreement are for convenience of reference only and are not intended, and shall not be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement, nor shall they affect the meaning, scope or interpretation of this Agreement.

18. Plain Meaning. Each party has had the opportunity to revise, comment upon and redraft this Agreement. Accordingly, it is agreed that the terms and conditions of this Agreement shall he construed according to their plain meaning, as if the parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted or construed in favor of or against either the Employee or the Employer.

19. Strict Adherence. The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

20. Attorney's Fees and Expenses. It is specifically understood and agreed that the amount paid under this Agreement includes all attorney's fees and costs to which Employee and/or his attorneys may be entitled, and the settlement sum is specifically intended to be inclusive of all attorney's fees and costs. Employee understands that by executing this Agreement, he releases and waives any claim or right for attorney's fees and expenses in connection with the Claims. Neither Employee nor any counsel for Employee, nor anyone acting on their behalf, shall make application for additional monies in addition to the amounts set forth in this Agreement, nor shall

any of them make any application for attorney's fees or costs as those amounts are included in the total payment being made herein.

21. Who Is Bound. All parties are bound by this Agreement. This Agreement shall inure to the benefit of and shall be binding upon (i) the Employer and (ii) the Employee and his executors, administrators, heirs, and legal representatives. The Employee may not sell or otherwise assign his rights, obligations or benefits under this Agreement, and any attempt to do so shall be void.

22. In the Event of Breach of Terms and Conditions by Plaintiff-Employee. In the event a court of competent jurisdiction determines that the Plaintiff-Employee breached a material term and/or condition of this Agreement subsequent to the execution of this Agreement and prior to Plaintiff-[redacted] the Plaintiff-Employee shall be liable for damages to the Town resulting from said breach, plus all resulting attorney's fees, costs of suit and collection costs so incurred by the Town.

23. Choice of Law. This Agreement is a byproduct of arms length negotiations and it is the agreement of the Parties that any dispute regarding the interpretation of the Agreement will be determined by the application of New Jersey law. The Parties agree that any action commenced by either Party must be filed and venued exclusively with the Superior Court of New Jersey, Morris County.

24. Negotiated Agreement: No Construction Against Any Party. This Agreement shall not be construed as having been drafted by any of the Parties, but rather this Agreement is the result of negotiations among the Parties with the benefit of their attorneys. Each Party to this Agreement has read this Agreement and has freely and voluntarily executed it. No ambiguity that may arise in this Agreement shall be resolved by construing the Agreement against any of the Parties as drafter of same.

25. Use of Release as Evidence. Neither the fact of this Agreement, nor any of its terms, nor the payment of the consideration hereunder, shall constitute or be deemed an admission of liability by Employer or of any violation of any duty, statute, law or regulation.

26. Voluntary Acceptance of Agreement. Employee represents that he has fully discussed (or has been given a reasonable opportunity to fully discuss) this Agreement with his attorneys, and has carefully read and fully understands its provisions. Employee further represents that he enters into this Agreement voluntarily.

27. Reference & Resignation in "Good Standing." Employer agrees that [redacted]

Concurrent with execution of this Agreement, Plaintiff must also submit a fully executed letter of resignation (the form of which is attached to this letter) to the Town to be held in escrow pending the time period during which Plaintiff shall be [redacted] In the event a court of competent jurisdiction determines that the Plaintiff-Employee breached a material term and/or condition of this Agreement subsequent to the execution of this Agreement and prior to Plaintiff-Employee's [redacted] shall be released from escrow and deemed effective immediately upon Plaintiff's breach.

28. Non-Waiver. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement. A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or other terms contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

29. Counterparts; Entire Agreement No Oral Modification. This Agreement may be executed in counterparts, which together shall comprise the entire Agreement. This Agreement constitutes the entire agreement between the parties and merges/supersedes any and all prior negotiations, representations and/or agreements, written or oral, expressed or implied, between the parties relating to the subject matter of this Agreement. No other promises, agreements or amendments, or any separate agreement relating to the subject matter of this Agreement shall be binding or shall modify this Agreement unless expressed in writing and signed by all parties hereto. Signatures transmitted by facsimile machine or electronically in Portable Document Format (PDF) or similar software shall be treated as originals for purposes of this Agreement. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all the Parties hereto.

30. Authority to Bind. The Undersigned represent that they have the requisite authority to sign this Agreement on behalf of their respective parties, subject to the final approval of the Town's governing body and formal approval by the Division of Pensions and its designee, including a statement from the Division that the Agreement does not violate N.J.S.A. 43:1-3.3 or N.J.A.C. 17:1-6.3.

31. Acknowledgements and Representations of the Employee. The Employee agrees and represents that he:

a. has read carefully the terms of this Agreement, including the General Release;

b. had an opportunity to and has been encouraged to review this Agreement, including the General Release, with his attorney, Christopher L. Deininger, Esq. of Bubb Grogan & Cocca LLP;

c. understands the meaning and effect of the terms of this Agreement, including the General Release;

d. was given at least 21 days to determine whether he wished to enter into this Agreement, including the General Release;

e. the entry into and execution of this Agreement, including the General Release, is of his own free and voluntary act without compulsion of any kind;

f. no promise or inducement not expressed herein has been made to him; and

g. has adequate information to make a knowing and voluntary waiver and release of claims.

32. Revocation Period. The Employee understands that he has the right to revoke this Agreement for a period of seven (7) days after his execution of this Agreement ("Revocation Period"). If the Employee timely revokes this Agreement, the Employee is indicating that he does not want to be legally bound by this Agreement. The Agreement shall not be effective until after the Revocation Period has expired without the Employee having revoked it. To revoke this Agreement, the Employee must send a letter via first class mail and regular mail to the attention of Alex Keoskey, Esq. at the Law Offices of DeCotiis FitzPatrick Cole & Giblin, LLP located at Glenpointe Centre West, Suite 31, 500 Frank W. Burr Boulevard, Teaneck, New Jersey 07666. The letter must state that the Employee is revoking his Agreement to enter into this Agreement and the letter must be post marked within seven (7) days of the Employee's execution of this Agreement. If the seventh day is a Sunday or federal holiday, then the letter must be post-marked on the following business day. If the Employee revokes this Agreement on a timely basis, he shall not be eligible to receive the Settlement Payment set forth in Paragraph 2.

33. Non-Agreement. If this Agreement is not fully executed by all parties, or if the Employee notifies the Employer that he wishes to revoke this Agreement pursuant to Paragraph 38 above, or the if the Town's governing body or State of New Jersey Division of Pensions refuses to accept this Agreement, then this Agreement shall become null and void and shall be of no effect and the Parties will be left to their respective legal and contractual rights and remedies. In such a circumstance, Plaintiff shall be allowed to re-file his lawsuit without prejudice.

34. Effective Date. Subject to the requirements set forth in paragraph 32 herein ("Revocation Period") that this Agreement shall not be effective until after the Revocation Period has expired without the Employee having revoked it, it is further understood that this Agreement shall be sent by the Town's labor counsel to the Division of Pensions (as defined supra in this Agreement) and PFRS (as defined supra in this Agreement) for review. The Agreement shall not become effective until approval as to its form and substance by the Division of Pensions, PFRS, and thereafter the Town's governing body (contingent upon receipt of approval from Pensions and PFRS). Accordingly, it is represented this Agreement shall be presented to the Town's governing body for approval within two meeting dates of the Town's receipt of approvals from both Pensinos and PFRS. Employee hereby waives his right to be present at the governing body's

meeting where his employment and this Agreement shall be discussed and further waives his right to a RICE notice.

Dated: 8 27 2018 ______________________ By: Barry Young

Dated: 10/ 5/18 ______________________ By: Donald J. Travisano, Town Administrator

Dated: 10/1/18 ______________________ By: James P. Dodd, Mayor

Dated: ______________________ ______________________ By: Richard Rosell meeting where his employment and this Agreement shall be discussed and further waives his right to a RICE notice.

Dated: 8 27-2018

By: Barry Young

Dated: ______________________

By: Donald J. Travisano, Town Administrator

Dated: ______________________

By: James P. Dodd, Mayor

Dated: 9/28/2018

By: Richard Rosell

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