

# U.S. Equal Employment Opportunity Commission

Mr. John S. Salvatore  
 Borough Administrator  
**BOROUGH OF PAULSBORO**  
 1211 Delaware Street  
 Paulsboro, NJ 08066

PERSON FILING CHARGE

**Pedro W. Heredia, Jr.**

THIS PERSON (check one or both)

Claims To Be Aggrieved

Is Filing on Behalf of Other(s)

EEOC CHARGE NO.

**530-2012-00094**

## NOTICE OF CHARGE OF DISCRIMINATION

*(See the enclosed for additional information)*

This is notice that a charge of employment discrimination has been filed against your organization under:

- Title VII of the Civil Rights Act (Title VII)   
  The Equal Pay Act (EPA)   
  The Americans with Disabilities Act (ADA)  
 The Age Discrimination in Employment Act (ADEA)   
  The Genetic Information Nondiscrimination Act (GINA)

The boxes checked below apply to our handling of this charge:

1.  No action is required by you at this time.
2.  Please call the EEOC Representative listed below concerning the further handling of this charge.
3.  Please provide by **07-DEC-11** a statement of your position on the issues covered by this charge, with copies of any supporting documentation to the EEOC Representative listed below. Your response will be placed in the file and considered as we investigate the charge. A prompt response to this request will make it easier to conclude our investigation.
4.  Please respond fully by **07-DEC-11** to the enclosed request for information and send your response to the EEOC Representative listed below. Your response will be placed in the file and considered as we investigate the charge. A prompt response to this request will make it easier to conclude our investigation.
5.  EEOC has a Mediation program that gives parties an opportunity to resolve the issues of a charge without extensive investigation or expenditure of resources. If you would like to participate, please say so on the enclosed form and respond by **18-NOV-11** to **Stephanie Marino, ADR Coordinator, at (215) 440-2819**. If you DO NOT wish to try Mediation, you must respond to any request(s) made above by the date(s) specified there.

For further inquiry on this matter, please use the charge number shown above. Your position statement, your response to our request for information, or any inquiry you may have should be directed to:

**Frances Watson,**  
 Supervisory Investigator

*EEOC Representative*

Telephone **(215) 440-2649**

**Philadelphia District Office**  
 801 Market Street  
 Suite 1300  
 Philadelphia, PA 19107  
 Fax: (215) 440-2604

Enclosure(s):  Copy of Charge

**CIRCUMSTANCES OF ALLEGED DISCRIMINATION**

- Race   
  Color   
  Sex   
  Religion   
 National Origin   
  Age   
  Disability   
 Retaliation   
  Genetic Information   
 Other

**See enclosed copy of charge of discrimination.**

Date <b>November 7, 2011</b>	Name / Title of Authorized Official <b>Spencer H. Lewis, Jr., District Director</b>	Signature 
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### CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

FEPA

EEOC

530-2012-00094

### New Jersey Division On Civil Rights

and EEOC

State or local Agency, if any

Name (indicate Mr., Ms., Mrs.)

Home Phone (Incl. Area Code)

Date of Birth

Mr. Pedro W. Heredia, Jr.

(856) 507-8845

11-05-1972

Street Address

City, State and ZIP Code

1377 N. West Avenue, Vineland, NJ 08360

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name

No. Employees, Members

Phone No. (Include Area Code)

PAULSBORO POLICE DEPARTMENT

15 - 100

(856) 423-1101

Street Address

City, State and ZIP Code

1211 N. Delaware Avenue, Paulsboro, NJ 08066

Name

No. Employees, Members

Phone No. (Include Area Code)

Street Address

City, State and ZIP Code

DISCRIMINATION BASED ON (Check appropriate box(es).)

DATE(S) DISCRIMINATION TOOK PLACE

- RACE     COLOR     SEX     RELIGION     NATIONAL ORIGIN  
 RETALIATION     AGE     DISABILITY     GENETIC INFORMATION  
 OTHER (Specify)

Earliest                      Latest  
 03-01-2011                      07-12-2011

CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

On or about April 15, 2002, the Respondent hired me as a Police Officer. I am still a Police Officer however I was suspended with pay on July 12, 2011, with the intent to terminate pending the outcome of an investigation.

Sometime during March 2011, I participated in an investigation of an incident in which Officer David Belbin (American) made inappropriate remarks of a sexual nature about Officer Nicole Thigpen (American). I was questioned by Internal Affairs Captain Marino (American), who breached confidentiality by disclosing the essence of my interview with Officer Belbin. Belbin confronted me in the Police Station locker room and stated that Marino told him that I threw him (Belbin) under the bus. I made a report to the Gloucester Prosecutor's Office that Marino violated policy but no investigation has been conducted. On or about March 30, 2011, I received a letter of reprimand because I needed assistance when my vehicle was stuck in the mud although there was no damage to the vehicle as a result. In April 2011, I reported an incident that occurred sometime during February 2011. I witnessed my Supervisor, Sgt Jason Bish (White American) use excessive force on a suspect (Black American). There were two other officers present, Keith Hoagle and Micheal Bielski, (White Americans) who both stated that the incident did not occur they way I described it. On or about April 1, 2011, I believe that someone entered my locked patrol vehicle and searched through my work bag. In the bag I had correspondence from the NAACP regarding my report of the incident with Sgt Bish using excessive force and also a membership application. I made a report regarding the matter on April 10, 2011, which was not investigated.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY -- When necessary for State and Local Agency Requirements

I declare under penalty of perjury that the above is true and correct.

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.  
 SIGNATURE OF COMPLAINANT

Oct 14, 2011

*Pedro W. Heredia Jr.*  
 Charging Party Signature

Date

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE  
 (month, day, year)

# CHARGE OF DISCRIMINATION

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Charge Presented To: Agency(ies) Charge No(s):

FEPA  
 EEOC

530-2012-00094

## New Jersey Division On Civil Rights

and EEOC

*State or local Agency, if any*

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

On or about June 13, 2011, 2 bumper stickers were left on my desk that indicated bias against people not born in the United States and who did not speak English. The following day a blank incident report form was left on my desk. I made a formal complaint to Sgt Bish on June 22, 2011. I complained of what I considered objectionable and discriminatory treatment because of my national origin. On or about July 12, 2011, I was suspended with pay because of untruthfulness and misconduct. The untruthfulness allegation is from the incident I reported that Sgt Bish used excessive force on a suspect and the misconduct allegation stems from an incident in which Sgt Bish stated that I did not assist him during a large public altercation on May 11, 2011. This investigation is being conducted by Capt Marino which I believe is a conflict of interest since I reported that he breached confidentiality during a previous investigation.

I believe that the Respondent has discriminated against me because of my national origin (Puerto Rican) in violation of Title VII of the Civil Rights Act of 1964, (Title VII) as amended, in that I have been harassed by having objectionable materials left on my desk. I also allege that the Respondent has retaliated against me in violation of Title VII by disciplining me for having my vehicle stuck in the mud whereas Officers Minniti, Belbin, Haase, and Bielski had significant damaged to their assigned vehicle and were not reprimanded. I further allege that the Respondent has retaliated against in violation of Title VII by suspending me because of participating in the aforementioned investigations and complaining of disparate treatment.

RECEIVED  
 CIVIL RIGHTS DIVISION  
 OCT 14 PM 4:17

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

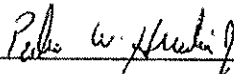
NOTARY - When necessary for State and Local Agency Requirements

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE  
 (month, day, year)

Oct 14, 2011



Date

Charging Party Signature

STATE OF NEW JERSEY  
DEPARTMENT OF LAW & PUBLIC SAFETY  
DIVISION ON CIVIL RIGHTS  
DOCKET NUMBER: *EH14NM-62600*  
FEDERAL CHARGE#: *17E201200070*

PEDRO HEREDIA  
COMPLAINANT(S)

-vs-

PAULSBORO BOROUGH  
RESPONDENT(S)

)  
)  
) Verified Complaint  
) Received and Recorded  
) Date: 11/01/2011  
) Department of Law and Public Safety  
) Division on Civil Rights  
) By A. Gonzalez  
)  
)  
)

1. The Complainant (s) reside(s) at:

PEDRO HEREDIA  
1377 N WEST AVENUE  
VINELAND NJ 08360  
CUMBERLAND COUNTY

2. To the best of Complainant's knowledge and belief, the Respondent(s) known as:  
PAULSBORO BOROUGH and located at:

PAULSBORO BOROUGH  
1211 N DELAWARE STREET  
PAULSBORO NJ 08066  
GLOUCESTER COUNTY

3. Charge of Discrimination:

The above named respondent(s) is hereby charged with unlawful discrimination in violation of the named statutes with respect to the following charges:

3.1 Differential Treatment because of National Origin/Puerto Rican in violation of NJ Law Against Discrimination(NJSA 10:5-12a)

3.2 Differential Treatment because of National Origin/Puerto Rican in violation of Title VII of the Civil Rights Act of 1964(Title VII)

3.3 Harassment because of National Origin/Puerto Rican in violation of NJ Law Against Discrimination(NJSA 10:5-12a)

3.4 Harassment because of National Origin/Puerto Rican in violation of Title VII of the Civil Rights Act of 1964(Title VII)

4. THE CHARGE IS BASED ON THE FOLLOWING:

4.1 Complainant belongs to a protected class, in that, he is Puerto Rican.

4.2 Respondent hired Complainant as a Police Officer on April 15, 2002.

4.3 Complainant alleges that he was subjected to the following treatment including but not limited to:

4.4 On or about March 31, 2011 Respondent's Chief Chris Wachter (though a Lieutenant at the time of this incident) initiated an internal affairs investigation on Complainant for having his patrol car stuck in the mud;

4.5 Complainant alleges that throughout his employment he has been subjected to offensive remarks such as "what's the difference between an a Mexican and a Puerto Rican?" and on June 13, 2011 unknown Respondent's employee(s) left national origin offensive bumper stickers on Complainant's desk, and the following day a blank Bias Incident Offense Report form was left on his desk as if to challenge Complainant to report the incident;

4.6 On June 14, 2011 Respondent failed to provide police officer support on a call; and,

4.7 On July 5, 2011 Respondent failed to notify Complainant of an upcoming Sergeant's test.

5. RESPONDENT'S REASON FOR ADVERSE ACTION:

5.1 Respondent's Chief Chris Wachter has not provided Complainant with any reason for the differential treatment.

6. DISCRIMINATION STATEMENT:

6.1 Complainant alleges that the conduct to which he was subjected:

6.2 Occurred because of his national origin; and

6.3 was severe or pervasive enough to

6.4 make the working environment hostile or abusive.

6.5 Respondent knew about the hostile environment and failed to take prompt, effective, remedial action.

6.6 Complainant alleges that non-Puerto Rican officers, Michael Minniti, David Belbin, John Haase and Michael Bielski were assigned to a patrol vehicle that sustained significant damage, but no internal affairs investigation was initiated.

6.7 Further, Complainant alleges that all other similarly situated, non-Puerto Rican officers do not have offensive bumper stickers left on their desk, are provided with police officer support on calls and are notified and provided access to information about upcoming promotional tests, while he was not.

7. Said acts of discrimination occurred in the County of GLOUCESTER in the State of New Jersey.

8. The Complainant requests whatever relief is provided by law including, but not limited to, compensatory damages for economic loss, humiliation, mental pain and suffering.

9. The Complainant has not instituted action in any court, either criminal or civil, regarding this matter.

  
\_\_\_\_\_  
PEDRO HEREDIA  
COMPLAINANT

STATE OF NEW JERSEY    )  
  ) SS:  
COUNTY OF CAMDEN    )

PEDRO HEREDIA of full age, hereby certifies that he is the Complainant herein; that he has read the foregoing Complaint and knows the content thereof; and, that to the best of his knowledge, information and belief, the facts alleged therein are true.

  
\_\_\_\_\_  
PEDRO HEREDIA  
COMPLAINANT

**RESOLUTION #87.12**

**RESOLUTION OF THE BOROUGH OF PAULSBORO  
AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT  
AND GENERAL RELEASE REGARDING PERSONNEL MATTER**

**WHEREAS**, certain disciplinary charges were brought against Patrolman Pedro Heredia; and

**WHEREAS**, Patrolman Pedro Heredia filed claims with the Equal Employment Opportunity Commission and the New Jersey Division on Civil Rights against the Borough of Paulsboro; and

**WHEREAS**, the parties have come to an amicable resolution of such charges; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Borough Council of the Borough of Paulsboro, County of Gloucester and State of New Jersey on the 3<sup>rd</sup> day of April, 2012, that the Mayor and/or Borough Administrator are hereby authorized to execute the Settlement Agreement and General Release, attached hereto and made a part hereof this Resolution, embodying the terms of the settlement of said personnel matter.

**BOROUGH OF PAULSBORO**

By: \_\_\_\_\_  
W. Jeffery Hamilton, Mayor

ATTEST:

\_\_\_\_\_  
KATHY VanSCOY, CLERK



The foregoing is a true copy of a Resolution adopted by the Borough of Paulsboro on Tuesday, April 3, 2012.

---

**Kathy VanScoy, Clerk**

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release is made by and between Patrolman Pedro Heredia "Employee" and the Borough of Paulsboro, hereinafter referred to as "Employer."

WHEREAS, Employee has been subject to administrative disciplinary complaints issued under the authority of N.J.S.A. 40A:14-147 and alleging certain disciplinary charges seeking termination; and

WHEREAS, Employee filed claims with the Equal Employment Opportunity Commission and the New Jersey Division on Civil Rights alleging national origin discrimination by Employer; and

WHEREAS, Employee has been given the opportunity for a departmental hearing with respect to his administrative disciplinary termination charges on a timely basis but has chosen to waive his right to same in favor of resolving his administrative case as outlined herein;

WHEREAS, Employer has agreed to dismiss and drop all pending administrative disciplinary complaints in favor of resolving the administrative case and other claims made by Employee as outlined herein; and

WHEREAS, Employee has determined to irrevocably resign his employment with the Borough and agrees as specified herein that he shall not return to employment with the Borough no matter the outcome of any pension application, and despite any changes that may later occur with respect to his pension status;

NOW, THEREFORE, Employee and Employer agree as follows:

1. Employee agrees that he shall, and by this agreement does, resign his employment with the Borough of Paulsboro and the Police Department. The resignation date will be effective March 17, 2012. Employer agrees that Employee shall be carried on paid leave of absence with continuing benefits, including salary, medical insurance benefits, through March 17, 2012, thereafter leaving Employee's benefits available solely through COBRA or otherwise, but said benefits no longer being provided by the Borough after that date. Employee agrees that he shall not be entitled and shall waive any claim of entitlement to any health insurance benefits paid for him or his family by the Borough of Paulsboro after March 17, 2012. This does not include any health insurance benefits that may be obtained by Employee through his retirement or pension benefits, should he choose to retire.

2. Employee agrees to waive any right to return to employment in any position with the Borough and agrees that he shall not do so. This waiver of any return to employment with the Employer shall include that Employee shall not seek a return to employment in the event of a denial of any pension application he may file and shall also not seek a return to employment in the event that he may be approved for some form of disability pension if it shall later be determined that he is no longer subject to the disability which formed the basis for the pension. Even in that event, regardless of any effect which it may have upon his pension or income status and regardless of any statutory or regulatory provisions which may suggest to the contrary, Employee shall not

seek nor shall he be entitled to a return to employment with the Borough of Paulsboro.

3. Employee understands and has been advised that pursuant to N.J.S.A. 43:1-3.3, this agreement will be fully disclosed to the pension system and will be forwarded with the Employer Certification paperwork accompanying Employee's retirement application for any pension which Employee may seek. Employer agrees to cooperate with the processing of any paperwork required of the Employer for the processing of any retirement application the Employee may file and to provide any requested information or paperwork to the Employee and/or the pension board as requested on a timely basis. Employer also agrees that it will confirm that any pending disciplinary charges against Employee have been dismissed and dropped, and agrees to cooperate with the processing or drafting of any paperwork to that end, as requested, on a timely basis. The parties agree that the Employer shall not be required to take any position regarding the nature, extent or cause of any disability which Employee may rely upon in support of any disability pension. Employer agrees it will not oppose Employee's application for disability pension.

4. The parties to this agreement agree and understand that the making of this Agreement shall not, in any way, be construed or considered to be an admission by the Employer of guilt, liability for or non-compliance with any federal, state or local law, or of any other wrongdoing whatsoever. The parties to this agreement agree and understand that the making of this Agreement shall not, in any way, be construed or considered to be an

admission by the Employee of guilt as it relates to any disciplinary charges issued by Employer.

5. Employer agrees that this settlement was authorized by the governing body of the Borough of Paulsboro in Executive Session on April 3, 2012 and therein the governing body granted final approval, such that this Agreement may be executed by the municipal Administrator for the Borough of Paulsboro, as and the Agreement shall only be binding upon the Borough of Paulsboro after it is so executed. Nonetheless, Employee's resignation shall, in the event this Agreement is so executed, be effective April 3, 2012..

6. The pending administrative disciplinary termination charges against the Employee shall be considered dismissed and withdrawn, with the irrevocable waiver of return to employment as set forth herein. Employer agrees to take all necessary steps and create and file all necessary paperwork to ensure that the administrative charges are promptly dismissed and that all appropriate agencies, including agencies relating to Employee's claim for pension benefits, are advised that such charges have been dismissed.

7. Payments to Employee:

a. Employee agrees that in consideration for the settlement of his pending administrative disciplinary matter, Employee shall receive payment of the sum of Ninety Thousand Dollars (\$90,000.00) (the "Settlement Amount") as full and final settlement of all matters pertaining in any way to his employment with the Borough of Paulsboro. The Settlement Amount is being made in settlement of claimed emotional

distress damages and shall be made payable to "Ginarte O'Dwyer Gonzalez Gallardo & Winograd, LLP and Pedro Heredia." Employer shall issue an IRS form 1099 to Employee and to Ginarte O'Dwyer Gonzalez Gallardo & Winogradd, LLP, for the full amount of the Settlement Amount. The Settlement Amount shall be made payable within thirty (30) days from the date that counsel for Employer is provided a fully executed agreement, signed by Employee.

- b. Employer agrees that as of the date of this agreement, Employee is eligible to receive and shall be paid, in addition to and along with payment of the \$90,000 above, \$4,524.28, representing the following: 43.8 hours of accumulated vacation time consisting of the 40 hour maximum carry-over plus 176 hours pro-rated through and including April, 2012; 4 months pro-rated degree compensation, full longevity pay based upon the April 15 anniversary date and ¼ 2012 clothing allowance as benefits

The total gross payment shall thus be **\$94,524.28**.

8. Employee specifically, unconditionally, and irrevocably discharges and releases Employer, the Borough, and all elected or appointed officials or employees of the Borough of Paulsboro, past and present, individually and in their official capacity, jointly and severally, of and from any and all claims, known or unknown, which the Employee has, or may have, or may have had, against them as of the date of execution of this Negotiated Settlement Agreement and General Release by the Employee, including, but not limited to

any claims arising out of the employment of Employee with the Borough of Paulsboro, for any alleged violation including but not limited to:

- The National Labor Relations Act;
- Title VII of the Civil Rights Act;
- Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act;
- The Fair Credit Reporting Act;
- The Immigration Reform Control Act;
- The Americans with Disabilities Act;
- The Rehabilitation Act;
- The Age Discrimination in Employment Act;
- Executive Order 11246;
- The Fair Labor Standards Act;
- The Occupational Safety and Health Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Uniformed Services Employment and Reemployment Rights Act;
- Worker Adjustment and Retraining Notification Act;
- Employee Polygraph Protection Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey Civil Rights Act;
- The New Jersey State Wage and Hour Law;
- The New Jersey Conscientious Employee Protection Act;
- The New Jersey Equal Pay Law;
- The New Jersey Occupational Safety and Health Laws;
- The New Jersey Smokers' Rights Law;
- The New Jersey Genetic Privacy Act;
- N.J.S.A. 40A:14-155;
- N.J.S.A. 40A:14-151;
- New Jersey laws regarding Political Activities of Employees, Lie Detector Tests, Jury Duty, Employment Protection, and Consumer Reports, Discrimination; any other federal, state or local civil rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract (express, written or implied), tort, or common law;
- Any claims for vacation, sick or personal leave pay or payment pursuant to any practice, policy, handbook or manual of Defendant;
- Any claims for costs, fees, or other expenses including attorneys' fees; or
- Any claims for contribution or indemnification by any other party to this litigation.

9. The parties agree that this agreement and the terms hereof and any and all discussions leading to this agreement are confidential and Employee agrees never to disclose this document, the terms of this agreement or the discussions relating to this agreement or the allegations made by Employee to anyone, except for his spouse, his attorneys, or his tax preparers, provided they agree to keep any such information confidential, unless Employee is specifically required by law or Court order to disclose such information. If Employee is so required to make a disclosure by law or Court order, he shall notify the Borough Administrator by informing the law firm of Barker, Scott, Gelfand and James through attorney Todd J. Gelfand, in writing, of any such required disclosure as soon as possible, and in any event not less than 10 days prior to the time set for disclosure, to allow that party sufficient time to move to quash. Employer agrees not to disclose the document, the terms of the agreement or the discussions relating to this agreement or the allegations made by Employee to anyone except as necessary to carry out any provision of this agreement and except as the Employer may deem otherwise necessary, in its discretion upon any necessary consultation with counsel, which discretion shall not be renewable or subject to any appeal by the Employee, in response to any OPRA or other public information request. Employer also agrees that it will only provide a neutral reference, in the event it is contacted by a potential employer of Employee, and that no disparaging remarks concerning Employee will be made to potential employers of Employee. Employee acknowledges and agrees that confidentiality is of the essence with this agreement and that it is difficult to determine the amount of specific



monetary damage which may be suffered by the Employer or its agents, officers or employees upon any breach of the confidentiality provisions of this agreement. Therefore, Employee agrees that, in addition to any additional damages recoverable by the Employer or its officers or employees for breach of any confidentiality provisions of this release, Employer shall be entitled, upon any such breach, or threatened breach, to an immediate injunction to prevent any such breach, future breach or threatened breach.

10. Employee has been advised to seek independent legal advice from his attorney concerning the terms of this Release and has sought and obtained such advice from the law firm of **GINARTE, O'DWYER, GONZALEZ, GALLARDO & WINOGRAD, LLP.**

11. Without in any way limiting the scope or effect of the above:

A. Employee represents that he is able to read the English language and understands the meaning and effect of this Agreement.

B. Employee understands that the above language includes a waiver of all demands, complaints, causes of action, claims and charges against the Employer, and the Employer's current and former employees, counsel, special counsel and agents, whether known or unknown, asserted or unasserted, suspected or unsuspected, which Employee may have as a result of any act that has occurred arising out of or related to the disciplinary matters covered by this agreement.

C. The Employee has been represented by the law firm of **GINARTE, O'DWYER, GONZALEZ, GALLARDO & WINOGRAD, LLP** with regard to his

EEOC and DCR claims and by attorney John Rowland with regard to his administrative disciplinary termination charges and acknowledges that the Employee has in fact discussed the form and content of this document with his attorney, having sufficient time to review the document prior to agreeing to it. Employee is not signing this agreement under any duress or coercion or threat or other condition which might otherwise affect the voluntariness of Employee's execution of this agreement.

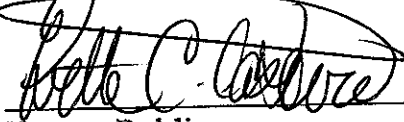
12. No changes to this Agreement shall be effective unless made in writing and signed by the parties hereto

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year written below their respective names.


  
Pedro Heredia (EMPLOYEE)

Dated: 4/16/12

On this 16 day of April, 2012, before me personally appeared, Pedro Heredia, who in my presence executed the foregoing Agreement, acknowledging such execution to be his free act and deed.

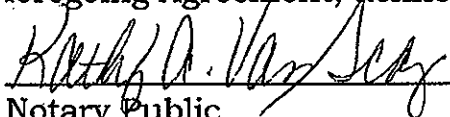
  
Notary Public

**EVETTE C. CASTOIRE**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 1/14/2015

  
John Salvatore, Administrator  
Borough of Paulsboro

Dated: April 9, 2012

On this 9<sup>th</sup> day of April, 2012, before me personally appeared, John Salvatore, who in my presence executed the foregoing Agreement, acknowledging such execution to be his free act and deed

  
Notary Public

