

1. Conference Meeting Agenda

Documents:

[CA 12.18.19.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 12.18.19.PDF](#)

3. Resolution(S)

3.I. 297-19

Documents:

[297-19 PROPOSED BUDGET COVER LETTER.PDF](#)
[297-19 BUDGET NARRATIVE 2020.PDF](#)

3.II. 298-19

Documents:

[298-19 AUTHORIZING AGREEMENT WITH GARDEN STATE LABORATORY
FOR LABORATORY TESTING SERVICES - 2020.PDF](#)

3.III. 299-19

Documents:

[299-19 AUTHORIZING RETENTION OF MATRIX TO PERFORM
PRELIMINARY ASSESSMENT AND SITE INVESTIGATION - 8-10 CENTRAL
AVENUE.PDF](#)
[299-19 EXHIBIT - RETENTION OF MATRIX TO PERFORM PRELIMINARY
ASSESSMENT AND SITE INVESTIGATION FOR 8-10 CENTRAL
AVENUE.PDF](#)

3.IV. 300-19

Documents:

[300-19 DUPLICATE PAYMENT RESOLUTION 4TH2019.PDF](#)

3.V. 302-19

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[302-19 MA RESOLUTION \(FORM 1B\).PDF](#)
[302-19 FORM 1D-FISCAL REQUIREMENTS.PDF](#)
[302-19 FORM 1C-STATEMENT OF ASSURANCES.PDF](#)
[302-19 FORM 1A- STRATEGIC PLAN FOR FUNDING MUNICIPAL
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3.VI. 303-19

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[303-19 RAFFLE LICENSES 12.18.19.PDF](#)

3.VII. 304-19

Documents:

[304-19 APPROVING TAX APPEAL SETTLEMENT RE EXECUTIVE DRIVE
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[304-19 SETTLEMENT AGREEMENT WITH WEST ORANGE OFFICE
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3.VIII. 305-19

Documents:

[305-19 AUTHORIZING LICENSE AGREEMENT WITH BETHANY
EVANGELICAL FREE CHURCH.PDF](#)
[305-19 LICENSE AGREEMENT WITH BETHANY EVANGELICAL FREE
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[305-19 EXHIBT A - MAP.PDF](#)

3.IX. 307-19

Documents:

[307-19 TAX COURT RESOLUTION - 23 MOUNTAIN DR..PDF](#)

3.X. 308-19

Documents:

[308-19 WO SJ NJTPA COMPLETE STREETS TA RESOLUTION.PDF](#)

3.XI. 309-19

Documents:

[309-19 AUTHORIZING AGREEMENT BETWEEN THE LIBRARY AND
TOWNSHIP.PDF](#)
[309-19 MEMORANDUM OF AGREEMENT WITH PUBLIC LIBRARY.PDF](#)
[309-19 FLOOR PLANS FOR MEMORANDUM OF AGREEMENT WITH
PUBLIC LIBRARY.PDF](#)

3.XII. 310-19

Documents:

[310-19 ESSEX COUNTY CDBG BLOCK GRANT.PDF](#)
[310-19 CDBG PRIORITY LIST 2020.PDF](#)

3.XIII. 311-19

Documents:

311-19 AUTHORIZING APPLICATION CERTIFICATION PAGE AND
RESOLUTION MAKING APPLICATION.PDF

3.XIV. 312-19

Documents:

312-19 AUTHORIZING EXECUTION OF RDA (100 AND 200 EXECUTIVE
DRIVE).PDF
312-19 REDEVELOPMENT AGREEMENT (100 AND 200 EXECUTIVE
DRIVE).PDF
312-19 EXHIBIT A TO RDA - APPROXIMATE LOCATION OF DOG PARK.PDF
312-19 EXHIBIT B TO RDA - LOT 41.02 METES AND BOUNDS.PDF
312-19 EXHIBIT C TO RDA - INFRASTRUCUTRE IMPROVEMENT COSTS
ESTIMATE.PDF
312-19 EXHIBIT D TO RDA - PROJECT SCHEDULE.PDF
312-19 EXHIBIT E TO RDA - INCUMBANCY.PDF
312-19 EXHIBIT F TO RDA - FORM DECLARATION OF COVENANTS AND
RESTRICTIONS.PDF
312-19 EXHIBIT G TO RDA PILOT AND RAB.PDF
312-19 EXHIBIT H TO RDA - SETTLEMENT AGREEMENT (REVISED).PDF
312-19 EXHIBIT I TO RDA FORM RIGHT OF ENTRY AGREEMENT.PDF

3.XV. 313-19

Documents:

313-19 RESOLUTION AUTHORIZING STATE CONTRACT PURCHASE.PDF

3.XVI. 314-19

Documents:

314-19 AUTHORIZING RENEWAL OF JIF MEMBERSHIP - 2020 4839-2986-
2309 V.1.PDF

3.XVII. 315-19

Documents:

315-19 AUTHORIZING ORDER FORM AND POA FOR AMBULANCE 4842-
3619-4734 V.1.PDF
315-19 EXHIBIT TO RESOLUTION AUTHORIZING LOANER
AMBULANCE.PDF

3.XVIII. 316-19

Documents:

316-19 AUTHORIZING MASTER AGREEMENT REGARDING LEASE OF
PUMPER 4829-7495-1598 V.1.PDF
316-19 ABC LEASING CONTRACT - PUMPER - FINAL.PDF

3.XIX. 317-19

Documents:

4. Ordinance(S) On Second And Final Reading

4.I. 2592-19

Documents:

2592-19 AUTHORIZING TOWNSHIP CLERK TO MAINTAIN DATABASE OF
RESIDENTS IN NEED OF SPECIAL ASSISTANCE.PDF

4.II. 2593-19

Documents:

2593-19 ORDINANCE APPROVING FINANCIAL AGREEMENT WITH GREEN
ESSEX PARTNERS URBAN RENEWAL.PDF
2593-19 FINANCIAL AGREEMENT-100 AND 200 EXECUTIVE DRIVE.PDF
2593-19 EXHIBIT 1 TO FA - METES AND BOUNDS.PDF
2593-19 EXHIBIT 2 TO FA - PILOT APPLICATION.PDF
2593-19 EXHIBIT 3 TO FA - CERT OF FORMATION.PDF
2593-19 EXHIBIT 6 TO FA - RENT PROJECTIONS.PDF
2593-19 EXHIBIT 7 TO FA - CERT OF ESTIMATED CONSTRUCTION
COSTS.PDF

4.III. 2594-19

Documents:

2594-19 SALARY STEP GUIDE (VERSION 2019-11-26) - WEBSITE.PDF

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Wednesday, December 18, 2019

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.

Roll Call – Councilwoman Casalino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council-President Guarino, Mayor Parisi

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6:30 P.M

- **Proclamation: Pancreatic Cancer Awareness**
- **Nomination of Council President - 2020**
- **Council Liaison Appointments for 2020**

_____Planning Board

_____Local Assistance Board

_____ERSCHA (Degnan House)

_____WOSCHA (John P. Renna House)

_____Downtown West Orange Alliance

_____West Orange Municipal Alliance Committee

_____West Orange Arts Council

_____Open Space & Recreation Committee

_____Public Relations Commission

_____Oscar Schindler Performing Arts Center

_____West Orange Board of Education

- **Council Appointment by Consensus: Anthony Campagna-Rent Leveling Board**
- **Update – Redevelopment**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

Agenda is subject to change.

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – Council Chambers

Wednesday, December 18, 2019

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.

Statement of Decorum

In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)

Roll Call – Councilwoman Casalino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Guarino (Mayor Parisi)

1. Pledge of Allegiance
2. Public Comment
3. *Consent Agenda
4. *Approval of Minutes of Previous Meeting – Public Meeting November 26, 2019
5. *Report of Township Officers - None
6. *Reading of Petitions and Communications and Bids –None
7. *Bills
8. *Resolutions
 - a. **297-19 PUBLIC HEARING** and Adoption of Downtown West Orange Alliance Special Improvement District 2020 Budget (Brill)
 - b. **298-19** Resolution Authorizing Agreement with Garden State Laboratories for Laboratory Testing Services in the Amount of \$5,000. (DeNova)
 - c. **299-19** Resolution Authorizing the Township to Retain Matrix New World to Perform a Preliminary Assessment and Site Investigation at the Property at 8-10 Central Avenue Related to Potential Environmental Contamination on the Property Utilizing HDSRF Grant Funds Awarded by the Department of Environmental Protection (Legal-Moon)
 - d. **300-19** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (Gagliardo)
 - e. **301-19** Resolution Authorizing the Agreements to the Pleasantdale Senior Citizens, (2) JCC Council Senior Citizens, (3) Eagle Rock Senior Citizens, and (4) Prime Timers for the Provisions of Recreational, Educational, Informational and Social Services to the Senior Citizens of the Township of West Orange (VanDyke)
 - f. **302-19** Resolution Authorizing the Township's Application for the Municipal Alliance Grant for the Fiscal Year 2020 (VanDyke)
This resolution authorizes the Township to proceed with an application for the Municipal Alliance Grant for the fiscal year 2020. The Municipal Alliance Grant is provided through the Governor's Council on Alcoholism and Drug Abuse that funds local prevention and treatment programs.

- h. **304-19** Resolution Approving Tax Appeal Settlement Concerning Executive Drive/Rooney Circle (Legal-Trenk)
- i. **305-19** Resolution Approving License Agreement with Bethany Evangelical Free Church (Legal-Trenk)
- j. **306-19** Resolution Authorizing an Exemption from Real Estate Taxes for a Totally Disabled Veteran for Tax Year 2019 Pursuant to N.J.S. 54: 4-3.30 et seq. for Property Located at 7 Efstis Court, West Orange, NJ (Block 167.03, Lot 34) (Tax Assessor)
- k. **307-19** Resolution Authorizing an Exemption from Real Estate Taxes for a Totally Disabled Veteran for Tax Year 2019 Pursuant to N.J.S. 54: 4-3.30 et seq. for Property Located at 23 Mountain Drive, West Orange, NJ (Block 80.04, Lot 13) (Tax Assessor)
- l. **308-19** Resolution of Support from the Township of West Orange Authorizing an Application to the Complete Streets Technical Assistance Program (Kapura-Grant Writer)
- m. **309-19** Resolution Authorizing a Memorandum of Agreement between the West Orange Public Library and the Township of West Orange (Legal-Trenk)
- n. **310-19** Community Development Block Grant (CDBG) Program Year 2020 (Lepore)
- o. **311-19** Resolution Authorizing the Local Finance Board Application Pursuant to the Provisions of N.J.S.A. 40A:12A-67(g) and 40A:12A-29(a)(3) for its Approval of the Issuance by the Township of West Orange Not-to-Exceed \$4,500,000 Aggregate Principal Amount of Non-Recourse Redevelopment Area Bonds (Legal-Cofoni)
- p. **312-19** Resolution Designating a Redeveloper and Authorizing the Execution of the Redevelopment Agreement with Green Essex Partners Urban Renewal, LLC, for the Property Known as Block 155, Lots 40.02, 41.02 and 42.02 on the Tax Map of the Township along with the Agreement and Exhibits to the Agreement (Legal-Cofoni)
- q. **313-19** Resolution Authorizing the Purchase of Police Firearms Through New Jersey State Contract #17-Fleet-00787 (DeSantis)
- r. **314-19** Resolution Authorizing the Township to Renew its Membership in the Garden State Municipal Joint Insurance Fund for an Additional Two-Year Period (Legal-Maier)
- s. **315-19** Resolution Authorizing the Township to take Title to a Loaner Ambulance from VCI Emergency Vehicle Specialists for a Limited Period of Time and Return When Needed (Legal-Maier) **Resolution to follow**
- t. **316-19** Resolution Authorizing Execution of Master Agreement with ABC Emergency Rental for the Rental of an E-One Hush Pumper (Legal-Maier) **Resolution to follow**

9. Ordinances on Second and Final Reading

- a. **2592-19** An Ordinance Amending Chapter 2, Sections 6.6 and 6.7 and Chapter 15, Section 2.9 of the Revised General Ordinances of the Township of West Orange (Database of Residents in Need of Special Assistance) (Legal-Moon)
- b. **2593-19** An Ordinance of the Township of West Orange, County of Essex, New Jersey Approving an Application for a Long-Term Tax Exemption and Authorizing the Execution of a Financial Agreement with Green Essex Partners Urban Renewal, LLC (Legal-Cofoni)
- c. **2594-19** An Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employees Setting Forth Their Titles, Classification and Salary Ranges and Adopting a Salary Guide and Establishing the Employee's Status as a Township Employee Under the Guidelines of the New Jersey Department of Personnel (Gross)

10. Ordinances on First Reading-None

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing - None

13. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.

(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.



Downtown West Orange Alliance

66 Main Street, West Orange, NJ 07052

Office: 973.325.4109

Fax: 973.325.6359

www.DowntownWO.com

THE VALLEY • SAINT MARK'S • TORY CORNER • EAGLE ROCK

November 20, 2019

Karen Carnevale
Municipal Clerk TWP of West Orange
66 Main Street
West Orange, NJ. 07052

Re: Downtown West Orange Alliance 2020 Proposed Budget

Dear Ms. Carnevale,

Attached please find The Downtown West Orange Alliance's (DWOA) 2020 Proposed Budget that will be presented on 1st reading at the Nov. 26th council meeting. Please forward to the township council and appropriate administration.

The DWOA board will present a short presentation regarding the 2019 accomplishments and the plans we have for 2020 at the Council meeting scheduled for Dec. 17th.

Thank you for your assistance in this matter.

Best Regards,

John McElroy,
Chairman, Board of Trustees
P: 973-325-7898
Email: john@selecttowing.com

Megan Brill
Executive Director
P: 973-325-4109
Email: downtown@westorange.org

**Downtown West Orange Alliance
2020
Proposed Budget**

REVENUE	Projected 2020
SID Assessments	\$ 133,000.00
Township Contribution Cash	\$ 40,809.00
Township Contribution In-Kind	\$ 28,000.00
Funds Carried Forward	\$ 20,000.00
Mayors 5K Run to Break the Silence	\$ 11,000.00
Fundraising (Promotional Events)	\$ 35,191.00
Interest Income	\$ -
Reserve Funds	\$ -
Total Revenue	\$ 268,000.00
Township Contribution In-Kind	\$ (28,000.00)
Total Revenue without In-Kind	\$ 240,000.00
EXPENSES	Projected 2020
Total Office Operations	\$ 102,000.00
Total In Kind	\$ 28,000.00
Economic Development	\$ 3,000.00
Insurance & Professional Services	\$ 5,000.00
Marketing & Promotions	\$ 60,000.00
Organization	\$ 6,600.00
Visual Improvement	\$ 63,400.00
Total Expenses	\$ 268,000.00
<i>In-Kind</i>	\$ (28,000.00)
Total Expenses	\$ 240,000.00

Downtown WO Alliance

2020 Budget Narrative

Revenue

This year's cash budget totals \$268,000 and provides for an efficient and effective year full of planning, promotion and organization. The revenue contained in this budget is derived from a combination of Special Improvement Assessments, Township of West Orange Contributions, Fundraising Efforts and Surplus from the 2019.

The assessment portion of this budget totals \$133,000.00¹ utilizing a 3- tier system as sanctioned by ordinance². The tiers are based on the type and location of the commercial properties within the downtown corridor. There is a total of 181 properties³ that provide commercial space for over 300 businesses. These businesses consist of Restaurants, Retail Stores, Personal and Professional Service companies.

This year's income is broken out into the following categories; Township contribution of Cash and In-Kind⁴ Services, Fundraising efforts generated from the Mayors 5K Run (5K), Street Fair (SF) and funds carried from previous year⁵.

Assessment Income	\$ 133,000.00
Township Contribution Cash	\$ 40,809.00
Township Contribution In-Kind	\$ 28,000.00
Prior Year Surplus	\$ 20,000.00
Fundraising 5K Run	\$ 11,000.00
Fundraising Efforts SF, Idol & HOH	\$ 35,191.00
TOTAL	\$ 268,000.00

Expenses

1. Total Administration & Office Operations

Expenses relating to the **Township's contribution** include; rent, utilities, telephone, postage, printing, supplies and financial contribution towards the overall budget. The Special Improvement District (SID) office is located in Township Hall.

Cash Contribution	\$40,809.00
In-Kind office expenses	\$28,000.00
Total Twp Contribution	\$68,809.00

¹ Estimated assessment amount as of December 2019

² Ordinance # 1534-98

³ Block & Lots adjustments

⁴ In-kind = \$28,000 for office space and supplies

⁵ Surplus = Estimated funds remaining at the end of 2019

Total Administration & Office Operations \$ 130,000.00.

The administrative and office operation line item includes \$28,000 of In-Kind expenses received from the Township. The other expenses relating to Administration and Office Operations include Executive Director salary, payroll fees and taxes, office equipment and supplies. New this is an additional administration staff position. We have just begun to advertise the part-time position and anticipate the cost will be between \$20K and \$25K. We have continued to utilize the software program; Member 365 (M365) which is a sophisticated membership management tool. The streamlining benefit of M365 cannot be overemphasized and has provided a better organizational tool for managing the database of business and property owners.

Administrative Expense

Executive Director	\$ 60,000.00
Administrative Assistant (estimated)	\$ 25,000.00
Payroll Fees	\$ 1,000.00
Employer Payroll Taxes	\$ 8,300.00
Sub-Total Admin Expense	\$ 94,300.00

Office Expenses

Directors Cell Phone	\$ 600.00
Annual Report fees	\$ 100.00
Office Equipment & Software	\$ 1,500.00
Office Software	\$ 1,740.00
Printing (Letterhead & Brochures)	\$ 500.00
Supplies & Board Mtg Exp	\$ 3,260.00
Sub-Total Office Expenses	\$ 7,700.00
In-kind	\$ 28,000.00
Total Administrative & Office	\$102,000.00

Review

Total Administrative	\$ 94,300.00
Total Office Expense	\$ 7,700.00
In-Kind Support	\$ 28,000.00
Total Office	\$ 130,000.00

2. Economic Revitalization (ER) \$3,000.00

Monies budgeted for ER will continue to provide for business retention and recruitment. This year the ER team will take a more personal approach to meeting with our stakeholders. The team has identified key property owners and locations within the SID Corridor and will concentrate efforts on creating more retail ready store fronts and properties. The ER Team will continue to create an environment for recruiting and retaining business within the downtown corridor.

3. Professional Services & Insurance \$5,000.00

The Downtown WO Alliance will distribute funds for Professional Services that include; Directors & Officers Insurance, Worker's Compensation Insurance, Accounting Services for total budgeted amount of \$5,000.00.

D&O Insurance	\$ 1,500.00
Worker's Compensation	\$ 500.00
Accounting	\$ 3,000.00
Total	\$ 5,000.00

4. Marketing & Promotions \$60,000.00

This budget amount has increased slightly as a result of rising costs for supplies and production fees. The Alliance will continue to support the production of Discovery WO - the TV show and our engagement with Joe Fagan, Township Historian and newly appointed public information officer. In addition, Two new items will be supported in the budget category. Restaurant Critic Review & Business of the Month. Both of these new initiatives will help advertise the businesses with-in the corridor that are popular and have a great service to offer. It is the goal of this new program to directly help our business inventory by creating internet traffic to their websites and google searches. A great example of this new program is the critic review for Nicholas Anthony Family Kitchen that we posted in November/December. We are tracking over 5000 views and counting on Facebook from this great review on this new favorite restaurant. We will continue to manage several promotional events and fundraisers that have become very popular over the years. These include but are not limited to West Orange Street Fair, West Orange Idol, Downtown Thursday events, Harvest Festival and the annual Holiday Open House. The remaining monies in this category will support The Mayors 5K and other special events with the goal of bringing people into the downtown corridor. Below please find a breakdown of these expenses.

Joseph Fagan	\$ 18,000.00
TV Show Production	\$ 2,600.00
Downtown Holiday Open House	\$ 6,750.00
Edison Day Street Festival	\$ 10,000.00
Social Media & Newsletter	\$ 7,000.00
Website Branding Design & M365	\$ 3,950.00
Print Media	\$ 500.00
Shop WO Card	\$ 2,350.00

Business of the Month & Restaurant Critic	\$ 2,500.00
West Orange Idol	\$ 3,000.00
Restaurant Week & Downtown Thursdays	\$ 3,350.00
Total Marketing & Promotions	\$ 60,000.00

5. Organization \$6,600.00

The Organization category provides for the basic structure of the Alliance and allows for the many committees to work together. This line item allows the DWOA to promote our programs as well as the creation for sponsorship opportunities we need for fundraising. It is important for the Alliance to have positive relationships with local organizations and groups such as The Chamber of Commerce, Friends of Edison, Friends of the Public Library, Public Relations Commission, the Rotary Club and many others. It is a goal of the Alliance to attend meetings and continue to be a working partner with other organizations. In addition, the Alliance will participate in all training and resources the National Main Street organization & downtown NJ have to offer and continue the next phase of our strategic plan.

Community Events- OSPAC, WOCC	\$ 100.00
Dues & Subscriptions	\$ 1,000.00
Main St. NJ -National Conference	\$ 5,000.00
Trade Shows/Seminars	\$ 500.00
Total Organization	\$ 6,600.00

6. Visual Improvement \$63,400.00

We have dedicated a lot of resources to the design committee over the years. Ron Raymond and his team have been actively engaging the public in conversations about design downtown and improvement. We have made significant improvements to signs, awnings and store fronts. Ron has assembled a great team of talented individuals that continue to work with our stakeholders to improve the downtown corridor. The downtown design guidelines continue to create better buildings and store fronts. The design team comprised of residents and business owners are meeting on a regular basis to create programs that support visual improvements downtown. This line item will fund more way finding signs, the holiday decorations and the popular façade grant reimbursement programs. The DWOA continues to support maintenance and clean-up of the downtown corridor. Landscaping and beautification of the planters continue to be a priority for the downtown alliance. Specific support for this category is as follows;

Banners	\$ 2,500.00
Design Improvements	\$ 3,000.00
Capital Expense & Signage	\$ 3,000.00
Façade Grant Program	\$ 20,000.00
Holiday Decorations	\$ 9,900.00

Landscaping/Streetscape	\$ 15,000.00
Maintenance Worker/Supplies	\$ 10,000.00
TOTAL	\$63,400.00

In summary The Downtown Alliance board is committed to promoting and supporting the business' and property owners along the Main Street Corridor. We will remain steadfast in evaluating every program we support and every dollar we spend to assure there's a financial benefit to our business and property owners as well as for the community where we live and work.

Allocation Summary

Revenue	
Assessment Income	\$ 133,000.00
Township Contribution - Cash	\$ 40,809.00
Township Contribution – In Kind	\$ 28,000.00
Prior Year Surplus	\$ 20,000.00
Fundraising Effort Mayors 5K Run	\$ 11,000.00
Fundraising Effort SF, idol, & HOH	\$ 35,191.00
TOTAL Revenue	\$ 268,000.00

EXPENSES	
1. Admin & Office Operations	\$ 130,000.00
2. Economic Development	\$ 3,000.00
3. Ins. & Professional Services	\$ 5,000.00
4. Marketing & Promotion	\$ 60,000.00
5. Organization	\$ 6,600.00
6. Visual Improvement	\$ 63,400.00
Total Expenses	\$ 268,000.00
In-Kind office Operations	(\$ 28,000.00)
TOTAL Cash Budget	\$ 240,000.00

In Summary, this year's total proposed cash budget is \$240,000.00. I respectfully request that you vote YES on this year's budget and fully support the work of the DWOA. Thank you for your attention to this matter.

mgonBull

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) wishes to enter into a contract with Garden State Laboratories, Inc. (“Garden State”) for public health testing services for a one-year period beginning January 1, 2020 and ending December 31, 2020; and

WHEREAS, Garden State agrees to perform tests and provide supplies for the Township that conform with the methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and conform with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township; and

WHEREAS, Garden State has provided the above-mentioned services to the Township in the past to the satisfaction of the Director of Health and Welfare; and

WHEREAS, Garden State has agreed to indemnify and hold harmless the Township from and against any losses, claims, or expenses which may arising in connection with this contract; and

WHEREAS, Garden State has agreed to provide the required services to the Township at a total cost of Five Thousand Dollars (\$5,000.00), to be paid in half yearly installments; and

WHEREAS, annexed hereto as Exhibit “A” is the contract to be entered into between Garden State and the Township of West Orange for the public health testing services;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Mayor and Township Clerk be and are hereby authorized to enter into and execute and attest to, respectively, the annexed one year contract with Garden State effective

January 1, 2020 and terminating December 31, 2020, setting forth the respective obligations and undertakings and consideration to be paid in the total amount of \$5,000.00 per annum; and

BE IT FURTHER RESOLVED that funds are available for this contract and a Certificate of Availability has been filed by the Chief Financial Officer.

Karen J. Carnevale, R.M.C.
Township Clerk

Jerry Guarino
Council President

Adopted: December 18, 2019

I hereby certify funds available from Account No. 01-2010-00-8052-090

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, on May 3, 2016, the Township of West Orange (the “Township”) adopted Resolution 121-16 appointing Matrix New World (“Matrix”), with offices at 26 Columbia Turnpike, Florham Park, New Jersey as the Licensed Site Remediation Professional (the “LSRP”) to assist and oversee the investigation and cleanup of certain properties on the Central Avenue (the “Redevelopment Area”) as to the suspected discharge of hazardous substances or hazardous waste; and

WHEREAS, on October 26, 2016, the Township of West Orange (the “Township”) adopted Resolution 228-16 designating certain properties on Central Avenue (the “Redevelopment Area”) as an area in need of redevelopment; and

WHEREAS, the property at 8-10 Central Avenue, Block 9, Lot 32 on the Township Tax Map (the “Property”) was included in the Redevelopment Area; and

WHEREAS, an investigation is needed for the possible cleanup of certain properties in the Redevelopment Area, including possible cleanup in the Property; and

WHEREAS, on October 2, 2018, the Township acquired title to the Property; and

WHEREAS, on November 13, 2018, the Township adopted Resolution 252-18 which authorized the retention of Matrix to apply for grant funds from the New Jersey Department of Environmental Protection/New Jersey Economic Development Authority (the “DEP”) Hazardous Discharge Site Remediation Funds (the “HDSRF”) Program for the purpose of funding the cost for the Preliminary Assessment and Site Investigation on the Property; and

WHEREAS, the Township received notice that the application for grant funds from the HDSRF were approved in the amount of \$63,956.20 and requires various finalized documents, including an executed agreement with Matrix for performance of the Preliminary Assessment and Site Investigation on the Property; and

WHEREAS, the costs for the Preliminary Assessment and Site Investigation on the Property are to be paid from the \$63,956.20 grant funds to be received from the HDSRF; and

WHEREAS, Matrix has submitted to the Township a proposal to perform the Preliminary Assessment and Site Investigation for the Property annexed hereto as Exhibit “A.”

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that that Township is hereby authorized to retain Matrix to perform the Preliminary Assessment and Site Investigation for the Property utilizing the HDSRF Grant Funds awarded by the DEP; and it is further

RESOLVED, that the Business Administrator is hereby authorized to execute any and all necessary documents to retain Matrix pursuant to the proposal annexed hereto as Exhibit “A;” and it is further

RESOLVED, that the Business Administrator is also hereby authorized to execute any and all necessary documents or forms necessary to complete the application for the subject HDSRF grant; and it is further

RESOLVED, that the Township Clerk is hereby authorized to attest to the Business Administrator's signature, if necessary;
and it is further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office to the extent required with
applicable law.

Karen J. Carnevale, R.M.C., Municipal Clerk

Jerry Guarino, Council President

Adopted: December 18, 2019

I hereby certify funds are available from: _____
Account No.

John O. Gross, CFO

Exhibit “A”

Via Email (LLepore@westorange.org)

December 3, 2019

Mr. Leonard R. Lepore, P.E., Municipal Engineer
Township of West Orange - Director of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES –
PRELIMINARY ASSESSMENT AND SITE INVESTIGATION
4-10 CENTRAL AVENUE
BLOCK 9, LOT 32
WEST ORANGE, NEW JERSEY
MATRIX NO. 18-286-01**

Dear Mr. Lepore:

As requested, Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to complete a Preliminary Assessment (PA) and Site Investigation (SI) for the Former Biddelman, Inc (Biddelman) property, located at 4-10 Central Avenue (Block 9, Lot 32) in the Township of West Orange (Township), New Jersey (Site). Matrix had prepared and submitted an Application for a Hazardous Discharge Site Remediation Fund (HDSRF) Grant to the New Jersey Economic Development Authority (NJEDA) and the New Jersey Department of Environmental Protection (NJDEP) for this work on June 21, 2019. The scope of work presented here was submitted to the NJDEP and NJEDA as part of the Application for the PA/SI HDSRF Grant and has been approved by the NJDEP and NJEDA.

The Site is part of the Central Valley Redevelopment Area, adopted by the Township on January 3, 2017. The Central Valley Redevelopment Area is comprised of six lots (Block 9, Lots 11.01, 11.02, 11.03, 32, and 36, and Block 7, Lot 22). In addition, the Central Valley Redevelopment Area is part of the Central Valley Brownfield Development Area under the Office of Brownfield Reuse, Brownfield Development Area Program which was established on December 5, 2005. Former Site operations conducted by Biddelman included the storage and distribution of dry-cleaning supplies, including tetrachloroethene (PCE), which was stored in a 4,000-gallon aboveground storage tank (AST). Following the cessation of Biddelman operations in 1986, the PCE AST was removed along with a fuel oil underground storage tank (UST) in 1987. The Site has been vacant since 2004. Currently, NJDEP Site Remediation Program (SRP) Program Interest (PI) number G000006148, and Industrial Site Recovery Act (ISRA) Case numbers E86699 and E20050486 are associated with the Site. The two ISRA Case Numbers are associated with the 1986 cessation of operations, and a 2005 General Information Notice (GIN) filed on December 31, 2005 for cessation of operations. Three NJDEP Case Nos. 15-06-01-1229-00, 15-11-02-1406-01, and 17-04-20-1128-26 are associated with SRP PI No. G000006148.

The objective of the PA/SI is to identify potential areas of concern (AOCs) and perform preliminary site investigation activities for each AOC where warranted, so that an effective evaluation of redevelopment options may be completed.

The PA and SI will be completed in compliance with the NJDEP Technical Requirements for Site Remediation (TRSR), the Site Remediation Reform Act (SRRA), the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), Underground Storage Tanks, and the NJDEP's applicable guidance documents.

SCOPE OF WORK

The scope of services and associated fee are described in detail below:

Task 1: Preliminary Assessment

Matrix will complete a PA for the Biddelman property in compliance with the requirements outlined in the NJDEP TRSR and Preliminary Assessment Guidance Document to identify potential AOCs. The NJDEP defines an environmental AOC as “any existing or former location where hazardous substances, hazardous wastes, or pollutants are or were known or suspected to have been discharged, generated, manufactured, refined, transported, stored, handled, treated, disposed, or where hazardous substances, hazardous wastes, or pollutants have or may have migrated”. The TRSR (N.J.A.C. 7:26E-1.8) and the PA guidance document provides a list of potential types of AOCs, which may include storage tanks, sumps, dumpsters, drainage systems, transformers, spill areas, compressor vent discharges, boiler rooms, and hazardous material storage areas. The PA will include the completion of Site reconnaissance to gain an understanding of current site conditions, identify any potential AOCs, and visually inspect the building/structures and exterior areas. Matrix will review available plant and/or property files dealing with current and former environmental conditions and will submit an Open Public Record Act (OPRA) request. Matrix will evaluate past ownership, current and historical site usage, and improvements to the Site. The PA will also identify and review the results of any previous environmental investigations or remedial action which may have been performed on the Site, to determine the protectiveness of past remedies.

The PA Report (PAR) will be completed in conformance with NJDEP's Technical Requirements, summarizing the various investigations and presenting a general assessment of the site conditions. The PAR will contain all the information obtained from the historical data searches, regulatory file review, site inspection and contain recommendations for each AOC identified. Upon completion of the PAR, Matrix will submit a draft of the PAR including proposed SI activities, for review by the Township, before beginning the SI phase of work.

There will be no standalone submission of the PAR to NJDEP. The PA will be submitted to NJDEP with the SIR.

Task 2: Site Investigation

The objective of a SI is to evaluate potential environmental AOCs identified during the PA that may have impacted site soils and/or groundwater. The SI will include the following tasks:

Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HASP)

A QAPP and HASP will be prepared prior to the commencement of the SI field activities. The QAPP will be prepared in accordance with requirements in the TRSR and following the NJDEP Quality Assurance Project Plan Technical Guidance. The site-specific HASP will be prepared in accordance with 29 CFR Parts 1910 and 1926 of the Federal Occupational Safety and Health Administration (OSHA) regulations.

Public Notification, Initial Receptor Evaluation including an Ecological Evaluation

In accordance with the TRSR, the person responsible for conducting the remediation of a contaminated site is required to perform public notification and outreach. Matrix will install a public notification sign at the property and submit the required forms and notification letters to the NJDEP's Office of Community Relations and the Township of West Orange.

Geophysical Investigation

A non-intrusive geophysical subsurface investigation will be conducted using ground-penetrating radar (GPR), radio frequency, magnetic (MAG) and electromagnetic (EM) geophysical subsurface delineation techniques. The results of the geophysical investigation will be used to identify any previously unknown buried tanks, containers, vaults, and metallic anomalies, and to determine the location of soil borings in the area of the former UST and former PCE impacted soils associated with the former AST.

Soil Boring Installation

To assess the potential impacts of the former 4,000-gallon PCE AST, former heating oil UST, and additional AOCs identified as part of the PA, the SI will include the installation of up to 14 soil borings to a depth of approximately 20

feet below ground surface (ft., bgs) with multiple samples being collected from a number of borings (maximum of 24 samples). These samples will be analyzed for the Target Compound List Volatile Organic Compounds plus a Forward Library Search (TCL VOC+15). In the vicinity of the former fuel oil UST, samples will also be analyzed for Extractable Petroleum Hydrocarbons (EPH) Category 1. Any areas where petroleum impacts are observed in an area not associated with the AST, a sample will be collected for EPH Category 2, spiked for future fractionation. Based on historic sampling results, no further analysis of the Historic Fill Material will be completed as part of the SI. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis.

Groundwater Investigation

Based on historic document review, PCE impacts to groundwater exist onsite and the presence of three monitoring wells, MW-1, MW-12, and MW-13 has been confirmed. Matrix will collect a round of groundwater samples from these three wells. The groundwater sampling will be completed via the low flow purge technique for TCL VOC+15 analysis. Water quality indicator parameters (dissolved oxygen, pH, temperature, conductivity, and ORP) will be monitored during the groundwater purging and sampling activities. For QA/QC purposes, one field blank, and one trip blank will also be collected. The groundwater samples and QA/QC samples will be analyzed for TCL VOC+15. All groundwater samples will be analyzed on a standard turnaround time basis by a New Jersey certified laboratory.

Vapor Intrusion Investigation

After the Biddelman Site was acquired by Peter Lu in 2016, onsite sub-slab soil gas sampling was conducted by Intex Environmental Group, Inc. (July 13, 2017). The sub-slab soil gas samples contained elevated levels of Site related Chlorinated Volatile Organic Compounds (CVOCs) beneath the slab of the building. Indoor air sampling was also conducted at the Site by Intex Environmental Group, Inc. on August 10, 2017. No Site related CVOCs were detected in the indoor air samples above the NJDEP Non Residential Indoor Air Screening Levels (NRIASLs) and there was no complete pathway for the contaminants within the indoor air samples from either the subsurface soil gas or to the ambient air. No other VI sampling has been conducted based on a review of available documentation.

Further investigation will likely be warranted for the Vapor Intrusion pathway. NJDEP Technical Rules for Site Remediation [N.J.A.C. 7:26E-1.15(a)] state that a VI investigation is triggered when groundwater contamination is in excess of the NJDEP Vapor Intrusion Groundwater Screening Levels (GWSL) within 100 feet of structures. While the Site building is not occupied, there are a number of occupied residential properties within 100 feet of the contaminated groundwater plume, and a VI investigation is recommended for these adjacent structures in accordance with applicable regulations and guidance. Additional onsite investigation of the VI pathway will likely be part of the Remedial Investigation (RI).

As part of the RI for the neighboring Selecto Flash Site, a VI investigation is being completed at three homes (25, 27, and 29 Mitchell Street). The SOW for the Biddelman SI includes the activities associated with the sampling of one additional home within the trigger distance from the Biddelman Site, including the NJDEP-required pre-sampling walkthrough that includes the completion of the NJDEP's Air Building Survey form at least one week prior to the sampling event.

A total of three indoor air samples and one background (ambient) air sample will be collected. The samples will be submitted to the laboratory on hold pending the results of the sub-slab sampling. If the sub-slab soil gas samples, which will be collected the following day, contain contaminant concentrations at levels exceeding the GWSL, the indoor air samples will be analyzed for VOC+15 and naphthalene using USEPA Method TO-15.

Following the completion of the indoor air sampling, sub-slab soil gas samples will be collected. Four sub-slab soil gas samples will be collected, and the sub-slab air samples will be analyzed for VO+15 and naphthalene using USEPA Method TO-15. VI sampling activities are expected to be completed in 2 days, since the indoor air samples will be collected prior to the collection of the sub-slab soil gas samples. The indoor air samples are collected over a 24 hour sample period.

Following the completion of the VI investigation and receipt of analytical results, a VI Investigation Letter will be

prepared. The report will summarize investigation activities, results, findings, conclusions and recommendations for the property. A copy of the report will also be submitted to the NJDEP, tenants, property owner, West Orange Health Department, and the New Jersey Department of Health and Senior Services (if the indoor air samples are analyzed).

Site Investigation Report

Following the receipt and evaluation of the soil and groundwater data, a SI Report and associated forms will be prepared and will summarize the results of the site investigation. The report will consist of figures, tables, conclusions, and recommendations. Following a review of the Draft Report by the Township of West Orange, comments will be incorporated to prepare a Final Site Investigation Report that will be submitted to NJDEP.

The following forms may be required during the PA/SI:

- Case Inventory Document (CID)
- PA/SI Form
- Cover/Certification Form
- Confirmed Discharge Notification (CDN) Form

In accordance N.J.A.C. 7:26E-1.12, an initial receptor evaluation (RE) will be completed. The receptor evaluation will include an evaluation of the site and surrounding property use, description of contamination, groundwater use, vapor intrusion, and ecological receptors based on the results of the file review. The RE form will be completed and submitted to the NJDEP.

COSTS

The following are our estimated costs for the tasks described herein to complete the remediation of the property. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1: Preliminary Assessment

Labor	\$ 5,604.00
Subtotal Task 1	\$ 5,604.00

Task 2: Site Investigation

Labor	\$ 37,602.00
Direct Expenses	\$ 20,750.20
Subtotal Task 2	\$ 58,352.00

Total Fixed Fee Cost.....\$63,956.20

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- No additional assessment, investigation or remediation activities are included;
- Costs do not include future investigations or remediation;
- Costs do not include any additional NJDEP notification or reporting fees, if applicable; and
- All external costs will be charged at cost plus 15%.

Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

This proposal is submitted solely and exclusively for the use of Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

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In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

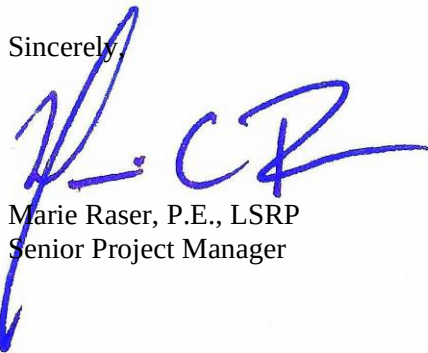
PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by (1) signing in the space provided below, (2) signing the attached Terms and Conditions, and (3) signing the attached Special LSRP Provisions and returning one copy to our offices.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,



Marie Raser, P.E., LSRP
Senior Project Manager

Authorization to Proceed: _____
Name/Title

Date: _____

Attachments: Terms and Conditions
Special Provisions - LSRP

**ATTACHMENT 1
TERMS AND CONDITIONS**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days' notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.

ATTACHMENT 1
SPECIAL PROVISIONS - LSRP

Special Provisions- Site Remediation / Licensed Site Remediation Professional Services

1. Licensed Site Remediation Professionals. The performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with the State of New Jersey under the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. ("SRRRA"), and the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C-1.1 et seq. ("ARRCS"). All such Services may be required to comply with the requirements of the SRRRA, ARRCs, and other statutes or regulations implemented pursuant thereto of affected thereby including but not limited to: Remediation Standards, N.J.A.C. 7:26D-1.1 et seq.; Technical Requirements for Site Remediation, N.J.A.C. 7:26E-1.1 et seq.; Regulations of the New Jersey Site Remediation Professional Licensing Board, N.J.A.C. 7:26I-1.1 et seq.; Brownfield Contaminated Sites Act (Brownfield Act), N.J.S.A. 58:10B-1 et seq.; Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. (NJ Spill Act); the Industrial Site Recovery Act (ISRA), N.J.S.A. 13:1K-6 et seq.; the Heating Oil Tank System Remediation Rules, N.J.A.C. 7:26F-1.1 et seq., , as the same may be amended, modified, revised, or altered from time to time (collectively, the "Site Remediation Program").

The client recognizes and agrees in consideration of this section to the following terms and conditions:

- 1.1 The Site Remediation Program impose upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.
- 1.2 If the LSRP's obligations under the Site Remediation Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the Client agrees and acknowledges that: (a) the LSRP is bound by law to comply with the requirements of the Site Remediation Program; and (b) provided Matrix New World Engineering, Inc. (Matrix) and its LSRP has notified Client of the conflict failure, the Client also agrees to defend, indemnify and hold harmless Matrix and its LSRP from and against any claims, losses, damages, fines, or penalties that arise as a result of Client's failure to meet any obligations under the Site Remediation Program; except to the extent arising from the negligence or willful misconduct of Matrix and/or the LSRP.
- 1.3 The Site Remediation Program requires that specific activities, submission of documents and other actions be completed within regulatory or mandatory timeframes. If Matrix provides LSRP services for the property, the LSRP is required to advise the Client, of these deadlines, but the Client is responsible for conducting the required activities within the regulatory or mandatory timeframes.
- 1.4 Under the Site Remediation Program, the LSRP is required to provide professional opinions at various stages of the environmental assessment, permitting, remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions. Any such requests shall be submitted to Client as a separate proposal. In the event that such additional tests or

other services are required for LSRP to be in compliance with the Site Remediation Program and Client refuses to approve such proposal, Matrix's LSRP may withdraw as LSRP for the site.

- 1.5 If appropriate in the professional judgment of the LSRP and allowable under applicable law, the Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.
- 1.6 The Services performed are intended to result in the issuance of a Remedial Action Outcome (RAO) (as defined under N.J.A.C. 7:26C-1.3) for an entire Site or Area of Concern (AOC) (as defined under N.J.A.C. 7:26C-1.3) by the LSRP based upon the site characterization, analytical data, reports, information and documentation available at the date of the issuance of the RAO. If Site conditions change, additional information becomes known to the LSRP, or information contained in previous reports is subsequently determined to be inaccurate, insufficient or incomplete, the LSRP may be required to withdraw the RAO and conduct additional site investigation, remedial investigation or characterization activities. Newly available data may also require notification to the NJDEP Spill Compensation and Control Act (Spill Hotline). The issuance of a RAO should not be interpreted to represent that all of the soil, groundwater, air or building materials are "clean" or would otherwise be free from all contaminants.
- 1.7 Under the Site Remediation Program, the NJDEP may review and/or audit with or without cause, all reports, data, and/or work product developed for the site, for a period of up to three (3) years after issuance of the final RAO. In certain instances, the NJDEP may directly request additional information or Services from the LSRP. If the NJDEP concludes that the RAO should be withdrawn or rescinded, additional Services may be required before a revised RAO can be issued by the LSRP. If the NJDEP conducts such a review or audit, the LSRP responses to such requests for information and additional services ("Audit Services") not included in the current Scope of Services and Matrix shall be compensated separately as "additional work" and on substantially the same basis as it is compensated for Services provided under this Agreement; provided, however, that if the need for Audit Services arise from the negligence or willful misconduct of Matrix or the LSRP, the Audit Services will not constitute "additional work."
- 1.8 From time to time, the NJDEP or other applicable regulatory agencies, may modify or revise applicable remediation standards or identify additional contaminants of concern or emerging contaminants after the date of this Agreement or issuance of any report, document or RAO. In such an instance, Matrix is not responsible for any additional services that may be required to comply with the modified or altered remediation standards, including, if necessary, withdrawal of any RAO and/or additional site investigation, remedial investigation or characterization activities.
- 1.9 In certain circumstances, the Client may be required to obtain a Remedial Action Permit (RAP) issued by the NJDEP pursuant to N.J.A.C. 7:26C-7.2 as part of its obligations under the Site Remediation Program. The Client shall be solely responsible for compliance with the conditions of any such RAP.

- 1.10 In the event that any site remediation facilities, including but not limited to monitoring wells, piezometers, temporary wells, are damaged or removed by the Client or any third party (that is not Matrix, its subcontractors or LSRP) for any reason, and additional sampling or site characterization is required by the NJDEP or otherwise pursuant to the Site Remediation Program, the costs to re-install the sampling features are the responsibility of the Client.
- 1.11 In the event that the Site Remediation Program or NJDEP requires the posting and maintaining a Remediation Funding Source and/or Financial Assurance, it is the responsibility of the Client to maintain and provide the Remediation Funding Source and/or Financial Assurance as required.

Acceptance of Proposal; (please return this page only):

I accept all terms and conditions set forth and grant Matrix New World Engineering, Inc. authorization to proceed.

Name

Date

Signature

Purchase Order No. (if required)

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF TAXES DUE TO A DUPLICATE PAYMENT**

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the fourth quarter 2019 taxes;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2019 taxes.

Block	Lot	Name & Address	Amount
109	1.01	C0026 Fontaine Whitaker 1050 Smith Manor Blvd West Orange, NJ 07052	\$4,697.98
TOTAL:			\$4,697.98

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: December 18, 2019

I hereby certify funds are available from: _____
Account No./Amount

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange, County of Essex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and

WHEREAS, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Township Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Essex;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, as follows:

1. The Township Council does hereby authorize submission of a strategic plan for the West Orange Municipal Alliance grant for fiscal year 2020 in the amount of:

New Jersey Drug Enforcement and Demand Reduction Fund	\$48,079.09
Cash Match	\$12,019.77
In-Kind	\$36,059.32

2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements; and it is further

RESOLVED, that this Resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C.,
Township Clerk

Jerry Guarino
Council President

Adopted: December 18, 2019

I hereby certify funds are available from: _____
Account No.

John O. Gross, CFO

FORM 1D

FISCAL REQUIREMENTS

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The applicant agrees to develop a comprehensive plan to provide matching funds equivalent to the amount of the award.
2. The applicant agrees to submit full and complete records on the manner in which the community intends to acquire matching funds in accordance with County Steering Subcommittee regulations.
3. The applicant agrees to submit detailed and accurate accounting of the expenditures to the funding source in accordance with County Steering Subcommittee regulations.
4. The applicant agrees to submit periodic reports of the progress made in accomplishing the purpose of the grant and the method adopted to satisfy the fundraising goals as requested by the County Alliance Steering Subcommittee.
5. The applicant agrees not to use any of the funds to directly influence legislation or the outcome of an election or to undertake any activity for any purpose foreign to the purpose of this grant.
6. The applicant agrees that each Municipal Alliance is required to provide a 100% match of their Municipal Alliance award with local resources. The matching requirement must be fulfilled with a minimum of a 25% cash match and a 75% in-kind services match. The municipal government is responsible for overseeing that the matching requirement is met.
7. The applicant agrees that if an Alliance does not fully expend their DEDR funding in a grant year, the 25% cash match and 75% in-kind matching requirement will be based upon the actual level of DEDR expenditures within the grant year.
8. The applicant agrees that if the DEDR funding is fully expended but the cash match and in-kind requirement is not met, the County government will not fully reimburse the municipal DEDR expenses.
9. At the end of the fiscal year in which this grant falls, the applicant shall submit a financial statement explaining its use as well as any statistics and narrative which will indicate what this grant has accomplished in accordance with County Alliance Steering Subcommittee regulations.
10. The municipality or lead municipality will maintain information required about cash and in-kind match.

FORM 1C

STATEMENT OF ASSURANCES

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The activities proposed herein will be conducted in compliance with the provisions of P.L. 1989,c. 51, and in accordance with state and Federal statutes, as well as regulations and policies promulgated by either the state or Federal government.
2. All proposed prevention/early intervention efforts have been coordinated with existing services and systems in the community and demonstrate strong linkages with existing alcoholism, drug abuse and related agencies and services.
3. The activities proposed herein identify and address identified logic model problem sequence.
4. The Municipal Alliance Committee has been consulted in the development of this strategic plan.
5. The proposed project is designed to be one component within a larger context of planning for alcoholism and drug abuse prevention, education and intervention in the community.
6. The proposal includes provisions for the training of key alliance members. The municipal alliance shall consult with the County Alliance Steering Subcommittee to plan such training.
7. The municipality has committed the necessary financial resources and administrative support to accomplish the activities proposed herein.
8. The municipality shall use the proposed funding to increase the level of funds that would, in the absence of such a grant, be made available by the municipality for the purposes described herein. In no case will funds supplant, or will efforts funded pursuant to section 2 of P.L. 1983, C.531 be duplicated.
9. The municipality shall provide data to the Governor's Council on Alcoholism and Drug Abuse for the purpose of evaluating the effectiveness of the projects funded by this grant program.
10. If the use of funds changes from the uses proposed herein, the municipality shall request a budget revision pursuant to guidelines established by its County Alliance Steering Subcommittee.
11. The municipality shall keep such records and provide such information to the Governor's Council on Alcoholism and Drug Abuse and/or the County Alliance Steering Subcommittee as may be required for fiscal audit.
12. In the event that a final audit has not been performed prior to the closeout of the grant, GCADA retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
13. The municipality agrees that in the event that the matching requirement is not met, the county government will only reimburse the DEDR expenses in portion to the percentage of Cash Match and In-Kind that was expended/documented.
14. The facts, figures and representations made in this strategic plan, including exhibits and attachments hereto, are true and correct to the best of my knowledge.

FORM 1A

FOR COUNTY USE ONLY	
Approved: _____ YES _____ NO	
Date: _____	

STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES

Grant Year: July 1, 2020-June 30, 2021)

Alliance Tier 3

APPLICANT MUNICIPALITY/IES: West Orange	COUNTY: Essex
ALLIANCE NAME: West Orange Municipal Alliance	ALLIANCE WEBSITE:
ALLIANCE STREET ADDRESS: 66 Main Street TOWN: West Orange STATE: NJ ZIP: 07052	
TELEPHONE: (973) 325-4105 Ext.	FAX: (973) 325-9853
ALLIANCE CHAIRPERSON: William Sullivan, JD STREET ADDRESS: Scarinci Hollenbeck, 1100 Valley Brook Avenue, PO Box 790 TOWN: Lyndhurst STATE: NJ ZIP: 07071 EMAIL: wcsullivanjr13@gmail.com	ALLIANCE COORDINATOR: Laura A. Van Dyke, LCSW STREET ADDRESS: 66 Main Street TOWN: West Orange STATE: NJ ZIP: 07052 EMAIL: lvandyke@westorange.org
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY): 12/18 / 2019	

A) Alliance DEDR Allocation \$ 48,079.09

B) Cash Match (must be 25% of DEDR Allocation) \$ 12,019.77

C) In-Kind Match (must be 75% of the DEDR Allocation) \$ 36,059.32

TOTAL ALLIANCE BUDGET (add A+ B+C) \$ 96,158.18

West Orange

Robert D. Parisi

*MUNICIPALITY

NAME/ MAYOR/Head of Governing Body

SIGNATURE

*MUNICIPALITY

NAME/TITLE OF GOVERNING
BODY REPRESENTATIVE

SIGNATURE

*MUNICIPALITY

NAME/TITLE OF GOVERNING
BODY REPRESENTATIVE

SIGNATURE

William Sullivan

ALLIANCE CHAIRPERSON

SIGNATURE

DATE

*** If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
Foundation for Diabetes Research On Prem. Merch	February 29, 2020	Eagle Rock Lanes 424 Eagle Rock Avenue West Orange, NJ 07052	7641
Foundation for Diabetes Research 50/50 On Prem.	February 29, 2020	Eagle Rock Lanes 424 Eagle Rock Avenue West Orange, NJ 07052	7642

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: December 18, 2019

RESOLUTION

WHEREAS multiple tax appeals have been filed with regard to 10 Rooney Circle, which is known as Block 155, Lot 41.02 (“10 Rooney”); 100 Executive Drive which is known as Block 155, Lot 40.02 (“100 ED”); 200 Executive Drive which is known as Block 155, Lot 42.02 (“200 ED”); and 300 Executive Drive which is known as Block 155, Lot 42.01 (“300 ED”);

WHEREAS Peter Zipf and Thomas Denitzio Esq. are representing the property owners with regard to 2017, 2018 and 2019 which are pending;

WHEREAS Charles Blau, Esq. of Blau and Blau is representing the Township;

WHEREAS they are encompassing these properties has been designated as an area in need of Redevelopment pursuant N.J.S.A. 40A:12A- *et seq*;

WHEREAS after designation, Kevin Malanga commenced certain litigation entitled Malanga v. Township of West Orange, et. al. seeking to overturn the Township’s designation;

WHEREAS the Superior Court of New Jersey, Law Divisions, Essex County has dismissed Mr. Malanga’s law suit;

WHEREAS Mr. Malanga has filed an appeal before the Superior Court of New Jersey, Appellate Division, which is in the midst of briefing and a determination;

WHEREAS the Township has adopted a Redevelopment Plan with regard to the Redevelopment Area;

WHEREAS the Redevelopment Plan incorporates various improvements including acquisition of 10 Rooney and a Dog Park;

WHEREAS the owners of the properties have agreed to a Resolution set forth in the attached Settlement Agreement which includes dismissal of 2018 and a waiver of any and all tax refunds for 2017 through 2019 based upon the proposed assessments set forth in the Settlement Agreement;

WHEREAS the proposed assessments are consistent with the acquisition costs by the current owners which occurred in 2017;

WHEREAS to the extent that anything occurs whereby the eventual acquisition of 10 Rooney does not occur along with the amenities incorporated in the Redevelopment Plan, all parties will reserve all right and remedies with regards to the Tax Appeals;

WHEREAS the proposed Agreements are consistent with the Redevelopment Plan;

NOW BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange that the Settlement Agreement annexed hereto be and is hereby approved in its entirety; it is further

RESOLVED that the Mayor be and is hereby authorized to execute the Settlement Agreement and the Township Clerk be and is hereby authorized to attest to the Mayor's signature; and it is further

RESOLVED that Notice shall be published in accordance with the applicable law and a copy of the Settlement Agreement shall be available for inspection during normal business hours in the Municipal Clerk's office.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: December 18, 2019

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement”) dated as of October 1, 2019 (the “Effective Date”) is entered into by and between West Orange Office Executive Park LLC (the “Owner”) and Township of West Orange (the “Township”). Each of the Owner and the Township is referred to as a “Party” and, collectively, as the “Parties”.

RECITALS:

WHEREAS, the Owner owns the following four properties (collectively, the “Properties”) located in the Township:

1. 10 Rooney Circle; Block 155, Lot 41.02 (“10 Rooney”)
2. 100 Executive Drive; Block 155, Lot 40.02 (“100ED”)
3. 200 Executive Drive; Block 155, Lot 42.02 (“200ED”)
4. 300 Executive Drive; Block 155, Lot 42.01 (“300ED”); and

WHEREAS, the Township’s tax assessor assessed the Properties in 2018 and 2019, as follows:

1. 10 Rooney: \$6,322,000
2. 100 ED: \$8,468,400
3. 200 ED: \$9,739,700
4. 300 ED: \$11,298,700; and

WHEREAS, the Owner challenged the 2018 and 2019 assessments of the Properties by filing complaints in the Tax Court of New Jersey under Docket No. 005838-2018 (for the 2018 tax year) and Docket No. 006730-2019 (for the 2019 tax year) (collectively, the “Tax Appeals”); and

WHEREAS, the Owner has entered into a certain amended and restated real estate contract dated as of January 25, 2019 with BNE Acquisitions, LLC (“BNE”), as purchaser, for the sale of 100 ED and 200 ED to BNE (the “Sale Contract”); and

WHEREAS, the closing under the Sale Contract is to occur forty-five (45) days after BNE receives all development approvals for BNE’s proposed development with respect to which the time to appeal such approvals has expired without any appeals therefrom having been filed or, if filed, until any such appeals have been resolved in a manner the comports with the requirements of the Sale Contract satisfactory to BNE and the time to challenge such resolution has expired without any appeal or other challenge having been filed or institute; and

WHEREAS, the Parties desire to settle the Tax Appeals on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of and for the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. The Parties shall jointly request that the Tax Court of New Jersey (the “Tax Court”) place the Tax Appeals on the inactive list until the closing occurs under the Sale Contract.

2. Within three (3) business days after the closing under the Sale Contract, the Owner shall withdraw the Owner’s complaints in the Tax Appeals (and the Township shall withdraw the Township’s counterclaims, if any).

3. If for any reason the Sale Contract is canceled or terminated, then the Owner may proceed to prosecute the Tax Appeals.

4. As an integral part of this settlement, the Parties agree that for tax year 2020, and for each subsequent tax year through and including the year of the closing under, or the cancellation or termination of, the Sale Contract, the three Properties listed below (inclusive of all improvements completed as of the Effective Date) shall be assessed as follows:

- (1) 10 Rooney: \$2,575,200
- (2) 100 ED: \$1,888,500
- (3) 200 ED: \$2,832,700

5. The Township reserves the right to file an appeal from each of such assessments. Within three (3) business days after the closing under the Sale Contract, the Township shall withdraw the Township’s complaints, if any, challenging the assessments of the above properties (and the Owner shall withdraw the Owner’s counterclaims, if any).

6. If the 2020, 2021 and 2022 assessments as established by the tax assessor for any of the three Properties listed in paragraph 4 are greater than the assessments set forth in paragraph 4 above, then upon request by the Owner of such Properties, the Township shall execute and file with the Essex County Tax Board or the Tax Court a Stipulation of Settlement with respect to any tax appeal for tax year 2020 filed by the Owner of any of the Properties requesting that the Tax Board or the Tax Court, as the case may be, enter judgment fixing the 2020 assessment for the subject property in accordance with paragraph 4 of this Agreement. The Township further agrees that to the extent applicable by law the provisions of the Freeze Act, N.J.S.A. 54:3-26 or N.J.S.A. 54:51A-8, as the case may be, shall apply to any judgment entered for tax year 2020 pursuant to any such Stipulation. Anything to the contrary, if BNE does not close under the Sale Contract, or if the Sale Contract and/or the Redevelopment Agreement with BNE are terminated for any reason, the Township and the Owner will agree to vacate any Freeze Act judgment and if the Court does not permit such a condition in the judgment then the Township will be bound by the judgment.

7. **Counterparts.** This Agreement may be executed in counterparts. In addition, facsimile or electronically transmitted signatures on this Agreement shall be treated as original.

8. **Binding Agreement.** This Agreement and each provision hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, assigns, officers, directors, members, managers, agents, shareholders, principals, employees, and successors, and all persons, firms and legal entities legally responsible for the actions of the Parties hereto.

9. **Non-Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, all other terms and provisions of this Agreement will likewise be illegal or unenforceable and the rights and remedies of the Parties thereafter will be the same as immediately prior to the execution and delivery of this Agreement.

10. **Written Modifications Only.** No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding unless made in writing and signed by the Parties. Additionally, no Party may assign its respective rights or its respective obligations hereunder without the prior written consent of the other Party hereto.

11. **Authority.** Each Party warrants that it has full right, power, and authority to execute this Agreement and to be bound in accordance with the terms hereof. Each Party further warrants that each of them has read this Agreement carefully and has been represented by counsel prior to the execution hereof.

12. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. The Parties acknowledge that they are not relying on any prior representation and are relying solely on the terms of this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party hereto to the other Party concerning the subject matter hereof, other than as set forth herein. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER:

TOWNSHIP:

West Orange Office
Executive Park LLC

West Orange Township

By:_____

By:_____

Name:

Name: Robert D. Parisi

Title:

Title: Mayor

The undersigned has been consulted by the attorney for the Township with respect to this settlement and concurs, as of the Effective Date.

Kevin Dillon, Tax Assessor

RESOLUTION

WHEREAS, Bethany Church Evangelical Free Church (“Bethany Church”) is located at 30 Ashwood Terrace in the Township of West Orange; and

WHEREAS, there is substantial need for additional parking in the area of Bethany Church; and

WHEREAS, Bethany Church is an important community member; and

WHEREAS, the Township has discussed with Bethany Church the use of the Bethany Church parking lot under certain terms and conditions for the benefit of the neighboring residents; and

WHEREAS, the Mayor has surveyed the neighbors and there is substantial interest in using the Bethany Church parking lot under the limited terms and conditions; and

WHEREAS, the Township Engineer has spoken to the Board of Education concerning access through Edison Middle School; and

WHEREAS, the Township has drafted the attached License Agreement which is acceptable to Bethany Church.

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Mayor be and is hereby authorized to execute the proposed License Agreement and the municipal clerk is hereby authorized to attest to the Mayor’s signature.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: December 18, 2019

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation, whose address is 66 Main Street, West Orange, New Jersey (the “Township”),

And

Bethany Evangelical Free Church, whose address is 30 Ashwood Terrace, West Orange, New Jersey 07052 (the “Licensor” or “Church”),

And

Township of West Orange Board of Education (the “Board of Education” whose address is 179 Eagle Rock Avenue, West Orange, New Jersey 07052, together with the Township and the Church, the “Parties.”)

The above Parties hereby agree to the following terms and conditions of this agreement (“License Agreement”).

1. **License Date and Effective Date of Agreement.** This License Agreement shall not be effective until the Township Council and the Board of Education approve this License Agreement and the Township Municipal Clerk receives a copy of this Agreement fully executed (“Effective Date”).

2. **Description of Premises.** The premises licensed by the Licensor to the Township consists of certain parking spaces located on the easterly border of the property depicted as approximately 15-17 parking spaces at Block 125.02, Lot 331 on the Tax Map of the Township of West Orange, known as 30 Ashwood Terrace, West Orange, NJ 07052 (the “Premises”). The Premises licensed to the Township is approximately 11,118 square feet and is shown as highlighted in grey on Exhibit “A” annexed hereto (“Parking Area”) which shall include the parking spaces along the westerly side of the Parking Area along the brook, as well as the adjacent spots, the entrance, exit and access areas. Also attached as Exhibit “A” is the Deed Description of the Parking Area.

3. **Term, Renewal, and Termination.** The initial term of this License shall be for approximately three (3) years with a commencement date beginning ten (10) days after the Township Council for the Township of West Orange and the Board of Education approve this Agreement through December 31, 2023 (the “Initial Term”). This License Agreement shall automatically renew for an additional three (3) year term (the “Renewal Term”) unless any party issues written notice advising the other party of its desire NOT to renew the License Agreement in the Township. Such notice of a decision NOT to renew the License Agreement must be provided to the other parties at least sixty (60) days before the end of the Initial Term (i.e., no later than September 30, 2023). During the Initial Term and the Renewal Term, to the extent the Parking Area is not utilized at the level of use contemplated by this License Agreement the Township, the Board of Education, or Licensor may terminate the License Agreement on ninety

(90) days' notice to the Licensor with or without cause. After the Renewal Term, this Agreement shall continue on a month to month basis until and unless any party issues a Notice of Termination on ninety (90) days' notice. If the Licensor terminates this Agreement before the Initial Term expires, it shall reimburse the Township the pro rata portion of the Township improvements made to the Premises. Specifically, by way of example, if the Township spends \$30,000 for new lighting and the Church terminates this Agreement after one (1) year, the Church shall pay the Township \$20,000 representing the unused portion of the improvements. No reimbursement shall occur by the Church if the Township and/or Board of Education terminate this Agreement.

4. **The Township's Use.** The Township shall be permitted to issue up to 18 permits for overnight residential parking of cars within the Parking Area only in those parking spots which shall be marked by signs paid for and installed by the Township. Residents with one of such parking permits shall not be permitted to park in the Parking Area (i) on Sundays between the hours of 8:00 a.m. and 5:00 p.m.; (ii) during Religious Holiday Events hosted by the Licensor; (iii) during funerals hosted by the Licensor; and (iv) Monday through Saturday between the hours of 9:00 a.m. and 7:00 p.m. During the events outlined in Paragraph 4(ii) and 4(iii), the Township shall fully cooperate with the Licensor to insure the Licensor's services and other events are uninterrupted. To the extent necessary, the drop off and pick up locations for the Parking Area shall be modified.

5. **Revocable License.** The Parties agree that this Agreement is subject to and conditioned upon revocable license granted by the Board of Education permitting the Church parcel and Parking Area to exit *only* and make a right turn *only* onto School Drive to turn onto Main Street. The Township will pay for any and all costs of the improvements needed to cross over the Board of Education property and will pay for any future improvements and/or repairs to same or removal of same upon termination of this Agreement. The revocable license will terminate and expire contemporaneously with this Agreement or upon notice as set forth in paragraph 3 above.

6. **Fee and Insurance.** No fee shall be due to the Licensor. The Township agrees to maintain public liability insurance naming the Board of Education and the Licensor as named insured in an amount not less than one million (\$1,000,000.00) dollars per occurrence and two million (\$2,000,000.00) dollars in the aggregate. This License Agreement shall not be effective until the Board of Education and the Licensor receives the required proof of insurance. Any failure to timely renew the required insurance shall be deemed a default of this agreement subject to immediate termination.

7. **Non-Exclusive Usage.** The Township acknowledges and agrees that it shall not have exclusive use of the Premises during the term of the License Agreement. The Licensor may utilize the facilities at any time and for any purpose. The Township agrees that it will not interfere with the Licensor's use of the Premises.

8. **Indemnification.** The Township shall indemnify, hold harmless and defend the Board from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or

governmental authority, including attorney's fees and costs, arising out of or in any way connected with this Agreement.

9. **Township's Care.** The Township will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments.

10. **Improvements.** Without the Licensor's and the Board of Education's written consent in advance, the Township shall not alter, add to, or improve the Premises. Any improvements made by the Township that constitute fixtures or cannot be removed without material harm to the Premises shall be the Licensor's property upon installation. All of the Township's personal property shall be removed by the Township before the termination or expiration of this License Agreement. The Township, at the same time, shall repair any damage done to the Premises in connection with the installation and removal of the improvements and the personal property. The Township shall surrender the Premises in the same condition as they were at beginning of this License Agreement, subject to reasonable wear and tear and damage caused by conditions or events beyond the Township's control except as to improvements. Various additional improvements shall be depicted on Exhibit "A" including appropriate fencing on the westerly side of the Parking Area along the brook. The Township shall also seek to have PSE&G provide dusk to dawn lighting to illuminate the Parking Area. The Township shall provide appropriate moveable barriers (i.e., saw horses or similar) for use in separating the Parking Area from the basketball area.

11. **Signage.** The Township shall install, at its sole cost and expense, signage which shall be pre-approved by the Church. The signage shall clearly designate the limited use of designated spaces and non-use on Sundays from 8:00 a.m. to 5:00 p.m. and for other Church events which may occur from time-to-time. No parking shall occur from 9:00 a.m. to 7:00 p.m. Monday through Saturday.

12. **Care and Maintenance of Premises.** The Township shall maintain the Premises in a neat and clean condition, in good order, and free of all garbage, waste, litter, and debris. The Township shall snow plow and salt the Parking Area during the hours of the Township's regular snow plowing operation for municipal parking lots regardless of what day of the week the snow event occurs (i.e., seven days/week). Thereafter, the Licensor will salt the entire parking lot including the Parking Area. The Licensor will shovel and salt all sidewalks at all appropriate times.

13. **Enforcement.** The Township through its Police Department shall be authorized to enforce the limited use of the Parking Area as set forth herein. The Township shall number the designated parking space and is permitted to sell permits for neighborhood use of the spaces. All permit owners when purchasing a permit shall provide contact information, including cell phone numbers and e-mail addresses. The Township shall provide this information to the Church. The Church shall be authorized and permitted to communicate directly with all permit owners concerning any parking issues, including the requirement to close the lot for periodic special events with reasonable notice as practicable as possible. If any permit holder violates the hours of operation or any other aspects of this license on three (3) occasions, their permit shall be revoked, null and void. The Church shall contact the Police Department at 973-325-4000 in the

event any enforcement is needed. The Church understands that the Township cannot tow cars until 48 hours' notice has been issued, but the Township shall issue summonses and enforcement as appropriate. To the extent of any e-mails by the Church to permit holders, the Township shall be copied.

14. **Township May Cure Defaults.** If the Township defaults in the performance of any covenant or condition of this License Agreement, the Township may, on reasonable notice to the Licensor and Board of Education (except that no notice need be given in case of emergency), cure the default. The Township shall have reasonable opportunity to cure any default.

15. **Default.** If any Party fails to comply with any term and condition herein, any Party may terminate this License Agreement on thirty (30) days' notice.

16. **Notices.** Any notice by any Party to the others shall be in writing and shall be deemed to be properly given only if delivered personally or emailed addressed (a) if to the Licensor, at 30 Ashwood Terrace, West Orange, NJ 07052; (b) if to the Township, at the Township's address set out in this Agreement; (c) if to the Board of Education, at Business Administrator, 179 Eagle Rock Avenue, West Orange, NJ 07052 or (c) at such addresses as the Licensor or the Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

17. **No Representations.** No Party has made any representations or promises, other than those contained in this License Agreement or in some further writing signed by the Party making the representation or promise.

18. **No Covenant of Quiet Enjoyment.** The Township acknowledges and agrees that it has no entitlement to quiet enjoyment of the Premises and reiterates that the Licensor shall maintain the absolute right to access the premise at any time and for any purpose.

19. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this License Agreement or any claims regarding the Premises. Any action must be venued in Superior Court of New Jersey, Essex County.

20. **Captions.** The captions in this License Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this License Agreement or any of its provisions.

21. **No Assignment.** The Township is not permitted to assign any aspect of this License Agreement to any entity or person without the express written consent of the Licensor and/or Board of Education which consent may be withheld by the Licensor, in its sole discretion.

22. **Compliance with All Governing Law.** This License Agreement is made with the intent to comply with all governing law. To the extent that any aspect of this agreement is deemed invalid or illegal such designation shall operate as a termination as set forth in Paragraph 3 of this License Agreement.

23. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this License Agreement shall apply to, bind, and inure to the benefit of the Township, the Board of Education, and the Licensor, their successors, legal representatives, and assigns. It is understood that the term "Licensor" as used in this Agreement means only the owner, or the mortgagees in possession, or the lessee for the time being, of the Premises, so that if the Premises are sold or leased or if the mortgagee takes possession of the Premises, the Parties shall be entirely freed and relieved of all covenants and obligations accruing after such sale, agreement, or taking of possession, and it shall be deemed without further agreement that the purchaser, the lessee, or the mortgagee in possession has assumed and agreed to carry out any and all of the covenants and obligations.

The above terms and conditions of this lease agreement are hereby agreed to by and between the Parties executing below on this 18th day of December, 2019.

BETHANY EVANGELICAL FREE CHURCH

By: _____

WITNESS

TOWNSHIP OF WEST ORANGE

ATTEST:

By: _____
ROBERT D. PARISI, MAYOR

Karen J. Carnevale, R.M.C.

WEST ORANGE BOARD OF EDUCATION

ATTEST:

By: _____

EXHIBIT A

Deed Description & Map of the Premises

ZL LAND SURVEYING, LLC

20 LOMBARD DRIVE
WEST CALDWELL NEW JERSEY
TEL: (973) 808-8488 FAX: (973) 244-5765
CERTIFICATE OF AUTHORIZATION NO. 24GA2811800

Deed Description

Proposed License Agreement for Parking
Between the Township of West Orange and Bethany Evangelical Free Church
On Lot 331 Block 125.02
Township of West Orange
Essex County, New Jersey

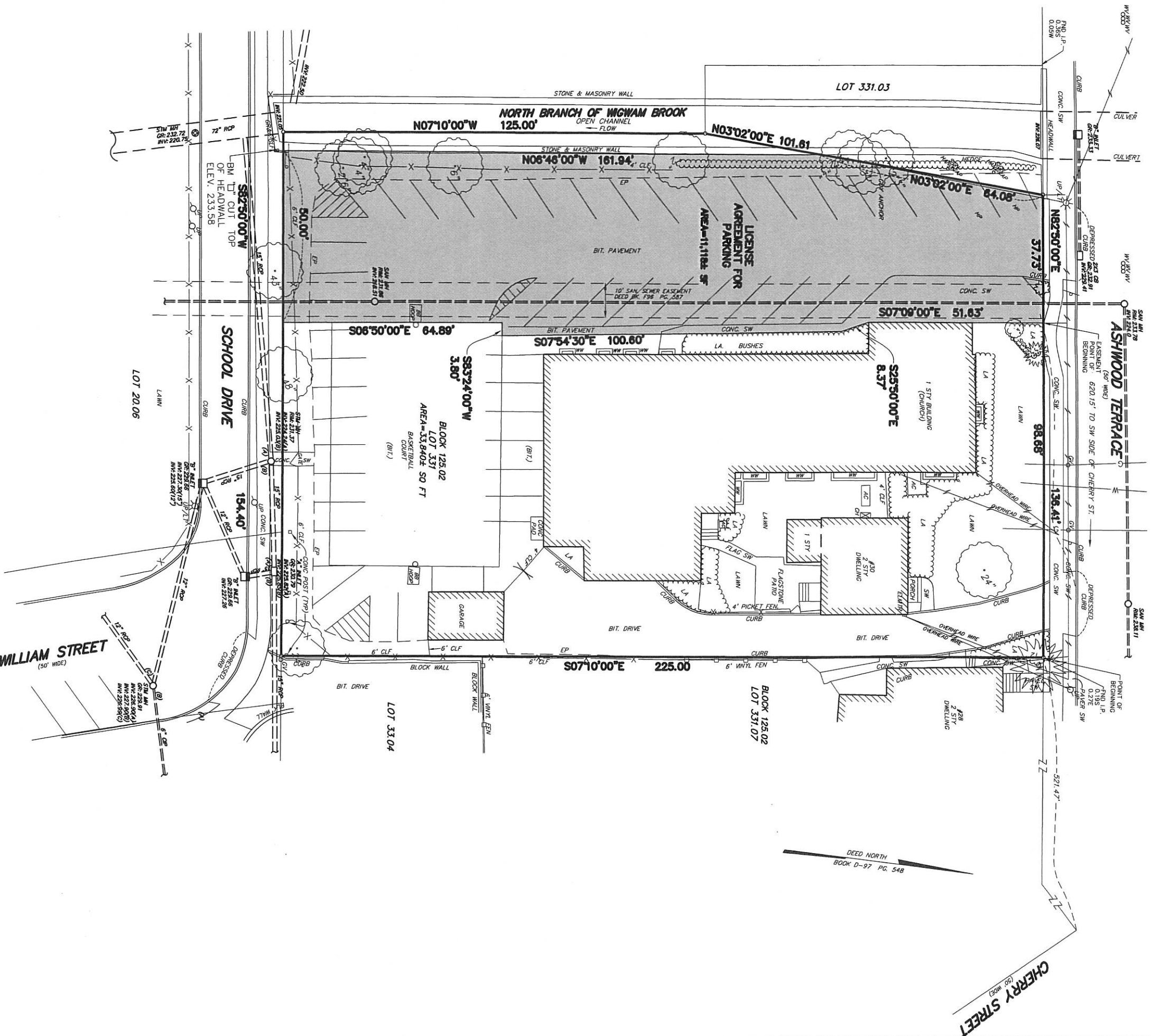
BEGINNING at a point on the southerly sideline of Ashwood Terrace (50 feet wide) distant 620.15 feet westerly along various course from the intersection of the southeasterly sideline of Ashwood Terrace with the southwesterly sideline of Cherry Street (50 feet wide) and running; thence

1. South 07° -09'-00" East, partly along the face of a one story church building, 51.63 feet to point ; thence
2. Along the easterly edge of a concrete sidewalk, South 25 °-50'-00" East 8.37 feet to an angle point; thence
3. Partly still along the same, South 07° -54'-30" East 100.60 feet to a point on the northerly striped line of a basketball court; thence
4. Along said striped line, South 83 °-24'-00" West 3.80 feet to a point on the northwesterly corner and stripe of a basketball court; thence
5. Partly along the westerly striped line of the basketball court, South 06 °-50'-00" East 64.89 feet to a point on the southerly Lot line of Lot 331 Block 125.02; thence
6. Along said southerly lot line of Lot 125.02 Block 331, South 82 °-50'-00" West 50.00 feet to a point on the easterly edge of a stone and masonry wall on the easterly side of the North Branch of the Wigwam Brook; thence
7. Along said easterly edge of the stone and masonry wall, North 06 °-46'-00" West 161.94 feet to a point on the westerly lot line of Lot 125.02 Block 331; thence
8. Along said westerly lot line, North 03 °-02'-00" East 64.08 feet to a point on the aforesaid southerly sideline of Ashwood Terrace; thence
9. Along said southerly sideline of Ashwood Terrace, North 82 °-50'-00" East 37.73 feet to the point of BEGINNING.

Containing an area of 11,118 square feet more or less.

Date: September 23, 2019


Zdravko Lucin
Professional Land Surveyor
N.J. Lic. No. 36260



REFERENCE:

MAP ENTITLED BOUNDARY AND TOPOGRAPHIC SURVEY OF BETHANY EVANGELICAL FREE CHURCH, 30 ASHWOOD TERRACE, LOT 331 BLOCK 125.02, TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, N.J. DATED 09/03/19, PREPARED BY ZL LAND SURVEYING LLC., WERE NOT EXAMINED OR CONSIDERED AS A PART OF CONTRACT.

THIS MAP DEPICTS A LICENSE AGREEMENT FOR PARKING BETWEEN THE TOWNSHIP OF WEST ORANGE AND THE BETHANY EVANGELICAL FREE CHURCH.

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

REV. NO.	DESCRIPTION	DATE	BY
----------	-------------	------	----

MAP OF PROPERTY OF
BETHANY EVANGELICAL FREE CHURCH
30 ASHWOOD TERRACE
LOT 331 BLOCK 125.02
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY NEW JERSEY

LICENSE AGREEMENT FOR PARKING

ZL LAND SURVEYING•LLC

20 LOMBARD DRIVE
WEST CALDWELL NEW JERSEY 07006
TEL: (973) 808-8488 FAX: (973) 244-5765
EMAIL: ZAKLUCIN@ZOL.COM
CERTIFICATE OF AUTHORIZATION No.240A2811800

DESIGNER: ZL	CHECKED BY: ZL	PROJECT NO. WOBETH
DRAFTSMAN: MSS	SCALE: 1" = 30'	SHEET 1 OF 1

RESOLUTION

WHEREAS, DEMOSTHENE GOURGUE, is the owner of the single-family dwelling at 23 MOUNTAIN DRIVE (Block 80.04, Lot 13) and

WHEREAS, DEMOSTHENE GOURGUE is an honorably discharged veteran who has been certified as one hundred (100%) totally disabled veteran entitled to exemption from real estate taxes pursuant to N.J.S. 54: 4-3.30 et seq as of July 11, 2019; and

WHEREAS, DEMOSTHENE GOURGUE, has been granted total exemption from real estate taxes; and

WHEREAS, the Tax Collector has advised that DEMOSTHENE GOURGUE is due and owing a refund in the sum of \$8,211.46; and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that DEMOSTHENE GOURGUE be granted exemption from real estate taxes, as a totally disabled veteran, pursuant to N.J.S. 54: 4-3.30 et seq.

BE IT FURTHER RESOLVED that the Tax Assessor and Tax Collector adjust their records to reflect the aforementioned grant of exemption.

BE IT FURTHER RESOLVED THAT THE Tax Collector refund the sum of \$8,211.46 to DEMOSTHESE GOURGUE which sum represents real estate taxes paid.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: December 18, 2019

I hereby certify funds are available from Account No.: _____

John Gross, Chief Financial Officer

RESOLUTION
Township of West Orange

**Resolution of Support from the Township of West Orange Authorizing an
Application to the Complete Streets Technical Assistance Program**

WHEREAS, the New Jersey Department of Transportation Complete Streets Design Guide defines complete streets as follows: “Complete Streets are streets designed for all users, all modes of transportation, and all ability levels. They balance the needs of drivers, pedestrians, bicyclists, transit riders, emergency responders, and goods movement based on the local context”; and

WHEREAS, while the primary benefit of complete streets is improved safety, particularly for people who walk or bike who are the most vulnerable users of the street, there are other positive outcomes. Complete streets create better places to live, work, and do business. They can help improve the health of a community by encouraging people to walk and bike, bolster the local economy by generating foot traffic in business districts and provide greater mobility options for residents and visitors; and

WHEREAS, through the North Jersey Transportation Planning Authority’s FY2020 *Complete Streets Technical Assistance Program*, Sustainable Jersey will coordinate and the Voorhees Transportation Center at Rutgers University will provide planning-level technical assistance services to municipalities for a specific project related to advancing a complete streets initiative in their communities; and

WHEREAS, although no direct funding is provided, selected municipalities will receive free direct technical assistance services to complete a specific task related to advancing a complete streets initiative in their communities.

THEREFORE, BE IT RESOLVED the Township Council of the Township of West Orange, State of New Jersey, authorizes the Mayor and/or Business Administrator to submit an application to the ***Complete Streets Technical Assistance Program for a Walkable Community Workshop*** to receive free direct technical assistance services to complete a specific task related to advancing complete streets, and also commits pertinent municipal staff to coordinate and collaborate with Sustainable Jersey, Voorhees Transportation Center and the North Jersey Transportation Planning Authority to support the successful and timely delivery of technical assistance services.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: December 18, 2019

RESOLUTION

WHEREAS, on November 17, 2018, the Township Council adopted Resolution No. 266-18 which referred to the Township Planning Board consideration of whether the property located at 46 Mount Pleasant Avenue (the “Property”), a portion of Block 68, Lot 1 and a portion of the municipal right of way, a paper street, qualifies as an area in need redevelopment pursuant to the statutory criteria of the *Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et seq.*; and

WHEREAS, on February 6, 2019, Heyer Gruel and Associates, prepared a preliminary investigation report entitled “46 Mount Pleasant Avenue Redevelopment Study”; and

WHEREAS, on March 6, 2019, the Planning Board conducted a public hearing regarding the Property; and

WHEREAS, on March 12, 2019, the Planning Board adopted Resolution No. 19-01 which recommended that the property be designated as a non-condemnation Area in Need of Redevelopment; and

WHEREAS, on March 19, 2019, the Township Council adopted Resolution No. 99-19 which designated the area as in need of redevelopment; and

WHEREAS, on May 6, 2019, Heyer Gruel and Associates, issued the West Orange Library Redevelopment Plan, which was subsequently approved by the Township Planning Board and the Township Council; and

WHEREAS, Alpert and Associates was designated as redeveloper for the Area; and

WHEREAS, Alpert and Associates has submitted an application for appropriate tax credits to the State of New Jersey which is pending; and

WHEREAS, the Township has also determined that Executive Drive also qualifies as an area in need of redevelopment and a redevelopment plan has been adopted; and

WHEREAS, the Board of Trustees of the Township Library has performed certain investigations and provided certain proposals with regard to the potential move of the Library from 46 Mount Pleasant Avenue to 10 Rooney Circle in the Township; and

WHEREAS, the State of New Jersey is in the process of implementing the Library Construction Bond Act which may also provide certain funds for the cost of the New Library; and

WHEREAS, the Library Board has participated in various meetings concerning the prospects of a New Library; and

WHEREA S, Anthony Iovino has been retained to provide certain analysis along with John Shine, a professional engineer.

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Memorandum of Agreement (the “Agreement”) between the Library and the Township be and is hereby approved and the Mayor be and is hereby authorized to execute the agreement and the Municipal Clerk is hereby authorized to attest to the Mayor’s signature.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: December 18, 2019

MEMORANDUM OF AGREEMENT (MOA) between

Township of West Orange

and

Trustees of the Free Public Library of the Township of West Orange

This is an agreement between the Township of West Orange (“Township”) and the Trustees of the Free Public Library of the Township of West Orange (“Library”).

WHEREAS, the Library is located at 46 Mt. Pleasant Avenue, West Orange; and

WHEREAS, the Township has designated 46 Mt. Pleasant Avenue, West Orange as a Redevelopment Area; and

WHEREAS, pursuant to N.J.S.A. 40:54-24, 25 property owned by the Township that is used as a public library shall remain in the control of the Library so long as the property is used for free public library purposes; and

WHEREAS, the Library wishes to cooperate with the Township in the redevelopment of 46 Mt. Pleasant Avenue, West Orange, NJ; and

WHEREAS, The Township has agreed to assist in funding the renovation of the First Floor and a portion of the Ground Floor of 10 Rooney Circle, West Orange (“10 Rooney”) to meet the requirements of the Library; and

WHEREAS, the Library has agreed to relinquish use and control of its current location at 46 Mt. Pleasant Avenue, West Orange provided the Library is able to obtain sufficient funding to renovate 10 Rooney Circle, the renovation is completed and the Library has moved into 10 Rooney Circle.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and the facts recited above, and the terms, conditions and restrictions contained herein, the Parties mutually covenant and agree as follows:

- 1. PURPOSE & SCOPE.** The purpose of this MOA is to clearly identify the roles and responsibilities of both parties regarding the Township’s redevelopment of 46 Mt. Pleasant Avenue, West Orange, the relocation of the Library to the property at 10 Rooney Circle, West Orange (“New Library”) and the provision of library services at the redeveloped property at 46 Mt. Pleasant Avenue, West Orange (“Satellite Library”). The New Library shall initially consist of the entire Ground Level. The Township shall reserve approximately 8,000 square feet on the Lower Level, which may be used for the Library subject to ¶3 herein if sufficient funds are obtained.

2. TOWNSHIP RESPONSIBILITIES UNDER THIS MOA. The Township shall supply the following to accomplish the purpose and scope of this MOA:

- a. \$1 million from the developer of 46 Mt. Pleasant Avenue, West Orange;
- b. \$1.5 million from bond/bridge financing to be undertaken by the Township;
- c. In addition, the Township shall cooperate with the Library in the application by the Library for a Library Construction Bond Act Grant;
- d. Install all signage required by West Orange Public Library Wayfinding Draft Study dated 06.28.19 by requesting developed owner of Essex Green/Executive Drive Project;
- e. Provide the Library with dedicated, suitable, rent free space in perpetuity for the Satellite Library.

3. LIBRARY RESPONSIBILITIES UNDER THIS MOA. The Library shall apply for a Library Construction Bond Act Grant for any additional amount needed to make the following renovations for the New Library:

- i. Engage the services of Arcari and Iovino to plan, design and draft the specifications for the renovation of the New Library and for Arcari and Iovino to perform Construction Phase Services for the New Library as set forth in the attached concept plans dated July 17, 2019 (“Iovino Plan”);
- ii. Install new carpeting, flooring, ceiling systems, lighting and controls, electrical outlets, mechanical systems supplemental equipment and distribution, plumbing and fixtures at new and modified restrooms within the library space, fire alarm upgrades, painting, walls and finishes, interior windows/storefront systems, interior and exterior doors, and door hardware throughout the entire area depicted as the New Library as shown on the conceptual floor plans attached hereto;
- iii. Modify the public lobbies on the Ground Level and Lower Level at 10 Rooney as shown on the Iovino Plan;
- iv. If the budget allows to perform all HVAC work described in the MEP report by Shine Engineering P.A. dated March 27, 2019 attached hereto and to convert the heating system from electric to natural gas. If the budget does not allow all HVAC work to be done then to perform such HVAC work as is necessary to meet code requirements. provided that the Township shall be responsible for all electrical utility costs incurred by the Library in operation of 10 Rooney which exceed the sum of \$83,200 (120% of the average of the Library’s 2018-2019 gas and electric costs) until the HVAC system at 10 Rooney has been replaced. If the

replacement occurs during the year, the Township's responsibility will be prorated for example if the HVAC is upgraded at the end of June, the Township shall be responsible for those electrical utility costs that exceed \$41,600. The parties agree to work in good faith towards a future agreement for the Township to include full upgrade of HVAC systems including conversion from electric to natural gas;

- v. Install all wiring and cabling necessary for Library computer systems, built in technologies, communications systems and security systems;
- vi. Perform necessary structural modifications for construction of new interior stair connecting lower level and upper level as shown on the Iovino Plan;
- vii. Resurface and restripe the parking lot at 10 Rooney;
- viii. Purchase of furniture, fixtures and equipment for use at the New Library;
- ix. Hire a qualified Library mover to move the Library's stacks, books and other materials, furniture and equipment from 46 Mt. Pleasant Avenue to 10 Rooney Circle, West Orange.

4. ABILITY TO CANCEL AGREEMENT. In the event the Library is unable to secure a Library Construction Bond Act Grant in an amount sufficient to complete the items in Paragraph 3 herein, the Township and Library shall confer in good faith to determine whether additional funds may be obtained from current or future capital expenditures or other sources for the New Library which are comparable in size to the facilities currently in place at 46 Mt. Pleasant Avenue with an updated physical plant. If sufficient funds cannot be obtained to relocate the Library to 10 Rooney with a new facility that is comparable in size to the existing Library, either party may terminate this Agreement on thirty (30) days written notice to the other party. Upon cancellation of this agreement, the parties shall have no further obligation to each other pursuant this Agreement.

5. ENTIRE AGREEMENT. This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of the Agreement among the Parties. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

6. AUTHORITY. By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization to all provisions contained herein.

7. EFFECTIVE DATE. This MOA shall be effective upon the signature of the authorized officials of the Township and the Library and approval by the Township Council.

IN WITNESS WHEREOF, the Parties to this Agreement have subscribed their names hereto on the day and year above first written.

Township of West Orange

BY: Mayor Robert D. Parisi

Date _____

Attest:

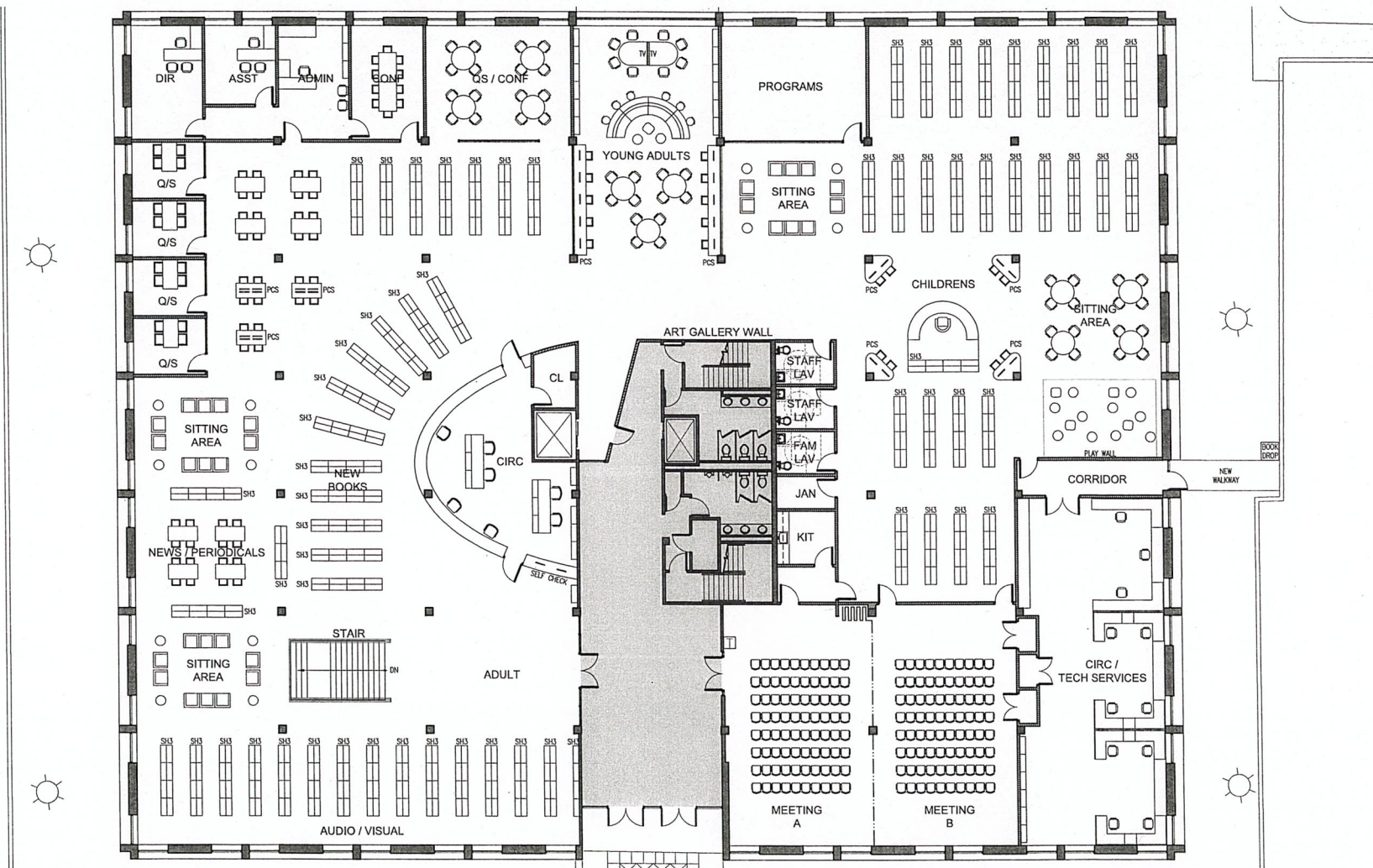
BY: Karen J. Carnevale, R.M.C.

Trustees of the Free Public Library of the
Township of West Orange

BY: Lisa Fahoury, President

Date _____

Attest:



1 PROPOSED UPPER LEVEL PLAN 1/16" = 1' - 0"

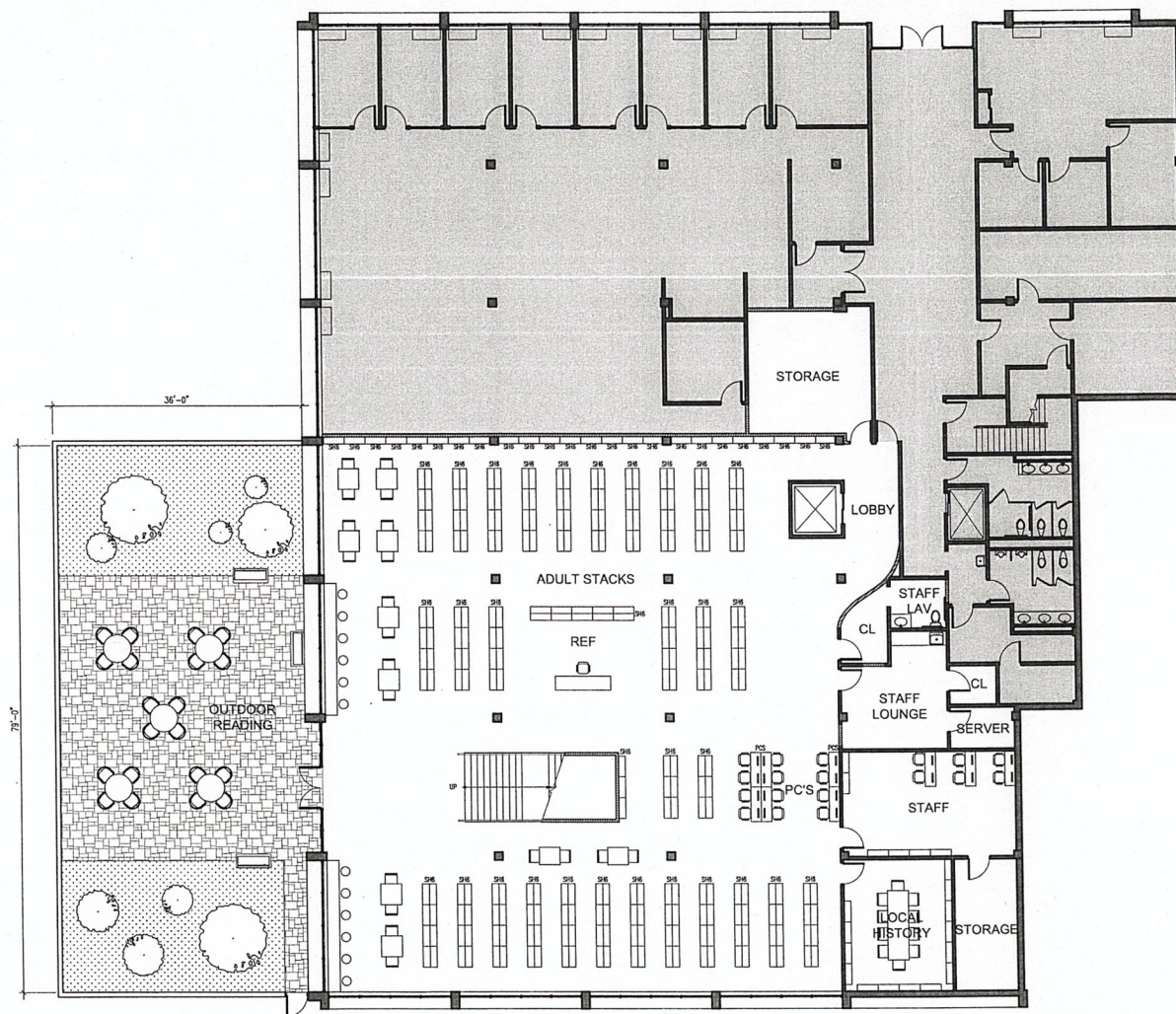
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arcari + iovino
+ ARCHITECTS PC

ONE KATHERINE STREET, LITTLE FERRY, NJ 07643 201 641 0600, FAX 201 641 0626
WWW.AIAARCHS.COM
EDWARD ARCARI NJ#12306 ANTHONY IOVINO NJ#11720

10 ROONEY CIRCLE LIBRARY - STUDY

10 ROONEY CIRCLE	WEST ORANGE, NJ 07052
PROPOSED UPPER LEVEL PLAN	NOTED 07.17.19 1911\Current\SK.1.dwg
	SK.1



1 PROPOSED LOWER LEVEL PLAN

1/16" = 1' - 0"

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arcari + iovino

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ONE KATHERINE STREET, LITTLE FERRY, NJ 07643 201 641 0650, FAX 201 641 0626
WWW.ARCARIOVINO.COM
EDWARD ARCARI NJ#12306 ANTHONY IOVINO NJ#11720

10 ROONEY CIRCLE LIBRARY - STUDY

10 ROONEY CIRCLE	WEST ORANGE, NJ 07052
PROPOSED LOWER LEVEL PLAN	NOTED 07.17.19 SK.2 1911\Current\SK.2.dwg

R E S O L U T I O N

**ESSEX COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
YEAR 2020**

WHEREAS, certain Federal funding will potentially be available for Essex County under Title I of the Housing and Community Development Act of 1974 as amended and supplemented, which Act is commonly known and referred to as the Community Development Block Grant; and

WHEREAS, the Township of West Orange has a need and desire for assistance under the Act and Program as aforesaid in order to improve essential services to the residents of areas which qualify for assistance under the Act and Program as aforementioned.

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of West Orange, authorizes, on behalf of the Township of West Orange, the submission of applications for funding of the attached list, known as the 2020 Community Development Block Grant Program list, in the priority order as shown.

BE IT FURTHER RESOLVED, that the Mayor of the Township of West Orange is authorized to sign all applications and execute any agreements with the County of Essex and the Municipal Clerk to attest his signature for projects to be funded under this program.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino, Council President

Adopted: December 18, 2019

**TOWNSHIP OF WEST ORANGE
COMMUNITY DEVELOPMENT BLOCK GRANTS
APPLICATION FOR 2020
PRIORITY LIST**

1	Main Street Counseling Center - Expanding Mental Health	\$ 30,000.00
2	Bethany Center for Champions - Outreach for At-Risk Youth	\$ 75,000.00
3	2021 Handicapped Accessible Bus- 16 seats plus 2 wheelchair spaces	\$ 80,000.00
4	Mitchell Street Roadway Improvements Valley Road to Orange Line	\$ 312,800.00
TOTAL		\$497,800.00

16-Dec-19

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
LOCAL FINANCE BOARD
APPLICATION CERTIFICATION

APPLICANT'S
NAME: TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, NEW JERSEY

I, ROBERT D. PARISI, MAYOR OF THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, NEW JERSEY DO HEREBY DECLARE:

That the documents submitted herewith and the statements contained herein are
true to the best of my knowledge and belief; and

That this application was considered and its submission to the Local Finance
Board approved by the governing body of the Township on December 18, 2019; and

That the governing body of the Township has notified each participating local unit
of its submission of this application to the Local Finance Board and has made available
to each, a true copy of this application.

Robert D. Parisi, Mayor

ATTEST:

Karen J. Carnevale, Clerk

Date: December 18, 2019

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE,
IN THE COUNTY OF ESSEX, NEW JERSEY MAKING
APPLICATION TO THE LOCAL FINANCE BOARD
PURSUANT TO N.J.S.A. 40A:12A-67(g) AND 40A:12A-
29(a)(3)**

WHEREAS, the Township of West Orange, in the County of Essex, New Jersey (the "Township") desires to make application to the Local Finance Board pursuant to the provisions of N.J.S.A. 40A:12A-67(g) and 40A:12A-29(a)(3) for its approval of the issuance by the Township of not-to-exceed \$4,500,000 aggregate principal amount of non-recourse redevelopment area bonds; and

WHEREAS, the Township believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the local unit or units;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant;
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the local unit or units and will not create an undue financial burden to be placed upon the local unit or units;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY as follows:

Section 1. The application to the Local Finance Board is hereby approved, and the Township's bond counsel, redevelopment counsel and auditor, along with other representatives of the Township, are hereby authorized to prepare such application and to represent the Township in matters pertaining thereto.

Section 2. The Clerk of the Township is hereby directed to prepare and file a copy of this resolution with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute.

Recorded Vote

AYE

NO

ABSTAIN

ABSENT

The foregoing is a true copy of a resolution adopted by the governing body of the Township Council on December 18, 2019.

Karen J. Carnevale, R.M.C.
Municipal Clerk

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, NEW JERSEY, DESIGNATING A
REDEVELOPER AND AUTHORIZING THE EXECUTION OF A
REDEVELOPMENT AGREEMENT FOR THE PROPERTY
KNOWN AS BLOCK 155, LOTS 40.02, 41.02 AND 42.02 ON THE
TAX MAP OF THE TOWNSHIP**

WHEREAS, the Township, adopted Resolution 17-18 on January 9, 2018 designating, Block 155, Lots 40.02, 40.03, 41.02, 42.02, and Block 155.21, Lot 40 as a non-condemnation “area in need of redevelopment” (the “Redevelopment Area”) pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”); and

WHEREAS, in accordance with the Redevelopment Law, the Township adopted Ordinance 2573-19 on June 11, 2019 enacting a redevelopment plan for the Redevelopment Area entitled “Essex Green-Executive Drive Redevelopment Plan” and dated May 1, 2019 (as further amended and supplemented from time to time, the “Redevelopment Plan”); and

WHEREAS, the Green Essex Partners Urban Renewal, LLC (the “Redeveloper”) is the contract purchaser of Block 155, Lots 40.02 and 42.02 (the “Property”) located within the Redevelopment Area and submitted a proposal to the Township to be designated by the Township as redeveloper for the Property; and

WHEREAS, Block 155, Lot 41.02, which is located within the Redevelopment Area, is owned by West Orange Office Executive Park, LLC (“WOOEP”) and is included in the Redevelopment Agreement (as defined below); and

WHEREAS, the Township evaluated the proposal submitted by the Redeveloper and adopted Resolution 186-19 on July 16, 2019 designating the Redeveloper as conditional redeveloper for the Property; and

WHEREAS, in order to effectuate the Redevelopment Plan and the redevelopment of the Property, the Township desires to designate Redeveloper as the redeveloper of the Property and to authorize the execution of a redevelopment agreement with the Redeveloper (in the form attached hereto as **Exhibit A**, the “Redevelopment Agreement”).

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, New Jersey, as follows:

Section 1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. The Redeveloper is hereby designated as the Redeveloper of the Property.

Section 3. The Mayor of the Township is hereby authorized and directed to execute the Redevelopment Agreement, in the form attached hereto as **Exhibit A**, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the Township's general counsel,

redevelopment planner and other Township professionals. The Clerk of the Township is hereby authorized and directed to attest to the Mayor's signature and affix the seal of the Township to the Redevelopment Agreement. Upon execution and attestation of same, the Mayor is hereby authorized to deliver the Redevelopment Agreement to the other parties thereto.

Section 4. This resolution shall take effect immediately.

Karen J. Carnevale, R.M.C., Municipal Clerk

Jerry Guarino, Council President

Adopted: December 18, 2019

EXHIBIT A

Form of Redevelopment Agreement

12/17/19 DRAFT

REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF WEST ORANGE

as Redevelopment Entity

and

GREEN ESSEX PARTNERS URBAN RENEWAL, LLC,

as Redeveloper

Dated as of _____

This Redevelopment Agreement (the “**Agreement**” or “**Redevelopment Agreement**”) is dated as of this ____ day of ____, 2019 and entered into by and between **THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** (the “**Township**”), a public body corporate and politic of the State of New Jersey having its offices at 66 Main Street, West Orange, New Jersey 07052, in its capacity as redevelopment entity pursuant to *N.J.S.A. 40A:12A-4(c)*, and **GREEN ESSEX PARTNERS URBAN RENEWAL, LLC**, a limited liability company of the State of New Jersey in accordance with the provisions of the *Long Term Tax Exemption Law of 1992*, as amended and supplemented, *N.J.S.A. 40A:20-1 et seq.* (the “**Exemption Law**”), with offices at c/o BNE Real Estate Group, 16 Microlab Road, Suite A, Livingston, New Jersey 07039 (together with its permitted successors or assigns as hereinafter provided, the “**Redeveloper**”; each of the Township and the Redeveloper a “**Party**” and collectively the “**Parties**”).

W I T N E S S E T H

WHEREAS, the Township, adopted Resolution 17-18 on January 9, 2018 designating, Block 155, Lots 40.02, 40.03, 41.02, 42.02, and Block 155.21, Lot 40 as a non-condemnation “area in need of redevelopment” (the “**Redevelopment Area**”) pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”); and

WHEREAS, in accordance with the Redevelopment Law, the Township adopted Ordinance 2573-19 on June 11, 2019 enacting a redevelopment plan for the Redevelopment Area entitled “Essex Green-Executive Drive Redevelopment Plan” and dated May 1, 2019 (as further amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Redeveloper is the contract purchaser of Block 155, Lots 40.02 and 42.02 (the “**Property**”) and submitted a proposal to the Township to be designated by the Township as redeveloper for the Property; and

WHEREAS, Block 155, Lot 41.02 is owned by West Orange Office Executive Park, LLC (“**WOOEP**”); and

WHEREAS, the Township evaluated the Redeveloper’s proposal and adopted Resolution 186-19 on July 16, 2019 designating the Redeveloper as conditional redeveloper for the Property; and

WHEREAS, the Redeveloper proposes the redevelopment of the Property including; (1) demolition of all existing improvements on the Property, except for the existing improvements located on Lot 41.02, (2) merge Lots 40.02 and 42.02 and subdivision to create lot for Public Dog Park, (3) design, develop, finance, construct, operate and maintain a residential development consisting of one 4-story building with a basement wrapped around a 4-story parking deck and three additional 4-story buildings with basements with surface parking and individual parking garages, containing up to 425 rental apartments (approximately 20 studio units, 175 one-bedroom units, and 230 two-bedroom units), including up to 64 affordable units (at least 15% of the total number of units constructed) and 361 market rate units, (4) amenity space including a pool, landscaped courtyard and various on grade landscaped park areas, (5)

construction and conveyance to the Township of a Public Dog Park as set forth in Article III and Section 4.3 below, (6) construction of Library Improvements as set forth in Section 4.4 below, (7) cause the conveyance to the Township of Lot 41.02, which is and shall remain owned by WOOEP until conveyance to the Township as set forth in Article III below, and (8) construction of all necessary on- and off-site Infrastructure Improvements as set forth in Section 4.6 below, all subject to receipt of Governmental Approvals (the “**Project**” or “**Redevelopment Project**”); and

WHEREAS, in furtherance of the Redevelopment Plan, the Parties wish to set forth the terms and conditions relating to the design, financing, construction and implementation of the Project upon the Property by the Redeveloper, and to designate the Redeveloper as the redeveloper (as such term is defined in the Redevelopment Law) of the Property on the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE I DEFINITIONS

1.1. Defined Terms. (a) The following terms shall have the meanings ascribed to them in the Recitals above:

Agreement or Redevelopment Agreement	Redevelopment Area
Exemption Law	Redevelopment Law
Party	Redevelopment Plan
Parties	Township
Project or Redevelopment Project	WOOEP
Property	
Redeveloper	

(b) The terms below shall have the following meanings:

“**2017 Tax Appeals**” shall have the meaning ascribed thereto in Section 13.5.

“**Administrative Agent**” shall have the meaning ascribed thereto in Section 4.2(c).

“**Affiliate**” means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

“**Affordable Units**” shall mean those very low, low and moderate income housing units, totaling at least 15% of the total units constructed, required to be constructed within the Project pursuant to Section 4.2 of this Agreement and in accordance with COAH Regulations and UHAC.

“**Applicable Laws**” shall mean all federal, state and local laws, ordinances, approvals,

rules, regulations statutes, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses and other similar requirements applicable thereto, including but not limited to, the Redevelopment Law, the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.*, the Redevelopment Area Bond Financing Law, *N.J.S.A. 40A:12A-64 et seq.*, the Eminent Domain Act, *N.J.S.A. 20:3-1 et seq.*, the Zoning Ordinance of the Township of West Orange, as and to the extent applicable pursuant to the terms of the Redevelopment Plan, Environmental Laws, the Fair Housing Act of 1985, *N.J.S.A. 52:27D-301 et seq.*, COAH Regulations, relevant construction codes including construction codes governing access for people with disabilities, and all other applicable federal, state or local zoning, land use, environmental, health and safety laws, ordinances, rules and regulations, and federal and state labor standards or regulations.

“Application” or “Government Application” shall mean any application for Governmental Approval submitted by or on behalf of Redeveloper, including all plans, drawings, documentation and presentations necessary and appropriate for the purpose of obtaining any and all Governmental Approvals required to implement and Complete the Project.

“Certificate of Completion” shall mean written acknowledgment by the Township in recordable form that the Redeveloper has completed construction of the Project (or relevant Phase thereof) in accordance with the requirements of this Redevelopment Agreement; and that, in accordance with the provisions of *N.J.S.A. 40A:12A-9*, the conditions determined to exist at the time the area was determined to be in need of redevelopment no longer exist.

“Certificate of Occupancy” shall have the meaning ascribed thereto in the Township’s Municipal Code and in the applicable provisions of the Uniform Construction Code.

“Closing” shall mean the conveyance of title to the Public Dog Park by the Redeveloper and Lot 41.02 by WOOEP to the Township.

“Closing Date One” shall mean the date upon which title to the Public Dog Park is conveyed by the Redeveloper to the Township as further defined in Section 3.6 herein.

“Closing Date Two” shall mean the date upon which title to Lot 41.02 is conveyed by WOOEP to the Township as further defined in Section 3.6 herein.

“COAH” shall mean the Council on Affordable Housing of the State established by the Fair Housing Act of 1985, as same may be amended from time to time.

“COAH Regulations” shall mean the substantive and procedural rules enacted by COAH from time to time, including but not limited to UHAC, as defined below.

“Commence Construction”, “Commencement of Construction”, or “Commencement Date” shall mean the date upon which the construction force and machinery is mobilized for construction of the Project in accordance with Governmental Approvals.

“Completion of Construction”, “Complete Construction” or “Completion Date” shall mean the date upon which the Redeveloper receives a Certificate of Completion for the Project (or relevant Phase or portion thereof).

“Construction Period” shall mean the period beginning on the Commencement Date and ending on the Completion Date.

“Contingency Satisfaction Date” shall mean the date upon which the PILOT Contingency has been satisfied, but not later than the Contingency Satisfaction Deadline.

“Contingency Satisfaction Deadline” shall mean June 30, 2020; *provided, however*, that if as of June 30, 2020, and notwithstanding the diligent and good faith efforts of the Parties, the PILOT Contingency has not been satisfied because required State approvals that have been applied for, which application for State approvals shall be filed no later than April 22, 2020, have not yet been obtained, then either Party by Notice to the other Party may elect to extend the Contingency Satisfaction Deadline until August 31, 2020, or to be consistent with any delay solely caused by the State entity. In the event the PILOT Contingency is not satisfied by the Contingency Satisfaction Deadline the Parties may elect to terminate this Agreement as hereinafter provided; *provided, however*, that upon such termination the Parties shall have no further liability to each other under this Agreement except as otherwise expressly provided to the contrary herein; *and provided further*, that in the event of any such termination the Township shall not be obligated to reimburse Redeveloper for any monies expended by Redeveloper in connection with this Agreement, the Project or the performance of Redeveloper’s obligations hereunder.

“Control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

“Declaration of Covenants and Restrictions” or “Declaration of Restrictions” shall mean a written instrument intended to be executed by Redeveloper, to be recorded in the Office of the Essex County Register and to encumber the Property and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to Redeveloper and its permitted successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project, all as more particularly described in Article VII.

“Deed” shall have the meaning ascribed thereto in Section 3.7.

“Deed-Restriction Period” shall have the meaning ascribed thereto in Section 4.2(b).

“Default” shall mean a condition or event which constitutes or would constitute, after notice or lapse of time or both, an Event of Default as more particularly defined in Article X.

“Effective Date” shall mean the date of complete execution of this Agreement by Redeveloper and the Township.

“Environmental Conditions” shall have the meaning ascribed thereto in Section 3.14(b)(ii).

“Environmental Laws” means all common law, federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments of any federal, state, regional, or local government entity, authority, agency, and/or department with relevant authority relating to environmental contamination, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances materials or wastes, whether heretofore, now in effect or hereinafter enacted or promulgated or amended, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) (42 U.S.C. §§ 9601-9675); the Resource Conservation and Recovery Act of 1976 (“RCRA”) (42 U.S.C. §§ 6901, et seq.); the Clean Water Act (33 U.S.C. §§ 1251, et seq.); the New Jersey Spill Compensation and Control Act (the “Spill Act”) (N.J.S.A. 58:10-23.11 *et seq.*); the Industrial Site Recovery Act, as amended (“ISRA”) (N.J.S.A. 13:1K-6 *et seq.*); the New Jersey Underground Storage of Hazardous Substances Act (N.J.S.A. 58:10A-21 *et seq.*), the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 *et seq.*); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 *et seq.*); the New Jersey Site Remediation Reform Act (N.J.S.A. 58:10C-1 *et seq.*); and the rules and regulations promulgated thereunder, including but not limited to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E *et seq.*).

“Escrow Account” shall have the meaning ascribed thereto in Section 4.13(a).

“Escrow Deposit” shall have the meaning ascribed thereto in Section 4.13(b).

“Event of Default” shall have the meaning ascribed thereto in Section 10.2.

“Financial Agreement” shall have the meaning ascribed thereto in Section 13.1(a).

“Force Majeure Event” shall mean causes that are beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, third-party litigation that enjoins implementation of the Project or the relevant Phase thereof or materially interferes with the ability of Redeveloper to obtain Governmental Approvals and Market Rate Financing for the Project, as more particularly described in Section 10.5 below; declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods not reasonably foreseeable at the time the Project Schedule is agreed to); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; governmental embargoes; interruptions in the free flow of capital markets or other instances of illiquidity in global or U.S. capital markets that have a material and adverse effect on Redeveloper’s ability to finance and construct the Project; and strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials (all of the foregoing *provided that* Redeveloper has no commercially

reasonable alternatives to avoid the impact thereof on the progress of the Project.) During any Force Majeure Event that affects only a portion of a Project, Redeveloper shall to the maximum extent feasible continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence of an event or occurrence of Force Majeure Event shall not prevent the Township from declaring a default or the occurrence of an Event of Default by the Redeveloper if the event that is the basis of the Event of Default is not a result of the Force Majeure Event.

“Gap Title Defects” shall have the meaning ascribed thereto in Section 3.7(b).

“Governmental Approvals” shall mean all final and unappealable local, state or federal government approvals necessary for implementation and completion of the Project in accordance with the terms of this Agreement, including, without limitation, preliminary and final site plan approval, preliminary and final subdivision approval, if and as applicable, environmental permits, including but not limited to wetlands and storm water drainage permits, permits, consents, permissions or approvals relating to historic preservation matters, utilities-related permits, including permits related to water supply and sewer service, and all other necessary permits, licenses, consents, permissions or approvals from or required by governmental agencies.

“Improvements” shall mean the construction, installation, repair, rehabilitation or reconstruction of all buildings, structures or improvements existing upon, or constructed on or installed as part of the Project, and the provision of any performance bonds, or maintenance bonds, completion guarantees or any other performance assurances in connection therewith.

“Infrastructure Improvements” shall have the meaning ascribed thereto in Section 4.6.

“Library Improvements” shall have the meaning ascribed thereto in Section 4.4.

“Litigation Costs” shall have the meaning ascribed thereto in Section 13.2.

“Malanga Litigation” shall mean Kevin Malanga v. Township of West Orange; Township of West Orange Planning Board; and Township of West Orange Township Council, Superior Court Docket Number ESX-L-1137-18, Appellate Division Docket Number A-004036-18t3.

“Market Rate Financing” shall mean financing for the Commencement of the Project or relevant Phase thereof, including but not limited to one or more of equity participations, “mezzanine” debt, or other financing arrangements in addition to a Mortgage, at interest rates and on terms and conditions that are substantially similar to those generally available for similar projects under generally prevailing industry standards and market conditions.

“Minority” shall mean a person who is a citizen or lawful permanent resident of the United States and who is either one or a combination of: (i) African American (a person having origins in any of the black racial groups of Africa), (ii) Alaskan Native and/or American Indian (a person having origins in any of the original peoples of North America), (iii) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

subcontinent, Hawaii or the Pacific Islands), (iv) Hispanic (a person of Mexican, Puerto Rican, Cuban, or South American, or other Spanish culture or origin, regardless of race), or (v) Female (a person of the female gender).

“Mortgage” shall mean a permitted mortgage or related security in connection with financing necessary for Redeveloper to perform its obligations under this Redevelopment Agreement, including financing associated with the acquisition, development, construction, or marketing of the Project.

“Mortgagee” shall mean the holder of a Mortgage.

“Notice” shall have the meaning ascribed thereto in Section 14.9.

“Notice of Environmental Impossibility” shall have the meaning ascribed thereto in Section 3.2(e)(v).

“Permitted Exceptions” shall have the meaning ascribed thereto in Section 3.7(b).

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, urban renewal entity, institution, or any other entity.

“PILOT” shall have the meaning ascribed thereto in Section 13.1(a).

“PILOT Contingency” shall have the meaning ascribed thereto in Section 13.1(b).

“Plans and Specifications” shall mean all plans, drawings, specifications and related documents needed to obtain Governmental Approvals and to implement and Complete Construction of the Project in accordance with this Agreement and all applicable Governmental Approvals.

“Project Schedule” shall have the meaning ascribed thereto in Section 4.5.

“Public Dog Park” shall have the meaning ascribed thereto in Section 4.3.

“RAB” shall have the meaning ascribed thereto in Section 13.1(a).

“Redeveloper Protections” shall mean the provisions of Article V of this Agreement.

“Redevelopment Entity” shall mean the Township of West Orange, New Jersey or its successors or assigns acting in the capacity of “redevelopment entity” for purposes of the Redevelopment Law.

“Remediation” or **“Remediate”** or **“Remediating”** shall mean demolition, removal, site clearance, disposition and related processing and other costs and charges regarding existing improvements, the land and any groundwater thereunder, and all necessary actions required

under Environmental Laws or any other Applicable Law to investigate and clean up, remove, or otherwise respond to the known or suspected presence or threatened discharge of hazardous substances or hazardous wastes, including, as necessary, preliminary assessment, site investigation, remedial investigation, and remedial action, including as to both demolition and Remediation “soft costs” such as professional fees, site audit costs, agency processing and the like, but specifically excluding fees paid to Redeveloper or to any affiliate of Redeveloper.

“**Survey**” shall have the meaning ascribed thereto in Section 3.7(b).

“**Tax Agreement**” shall have the meaning ascribed thereto in Section 3.5.

“**Tax Court**” shall have the meaning ascribed thereto in Section 13.5.

“**Termination Notice**” shall have the meaning ascribed thereto in Section 10.3.

“**Title Commitment**” shall have the meaning ascribed thereto in Section 3.7(b).

“**Township Costs**” shall mean (i) all outside professional and consultant fees, costs or expenses reasonably incurred by the Township arising out of or in connection with the performance, administration, or enforcement of this Agreement; (ii) Litigation Costs arising out of or in connection with litigation or dispute resolution in connection therewith as more particularly set forth in Section 13.2 below; and (iv) a charge for each special meeting of a municipal board held at the request of or with the consent of Redeveloper, at a current cost of \$1,700 per meeting, which charge shall be adjusted from year to year during the Term of this Agreement to remain equal to the generally applicable charges of the Township for such special meetings. “Township Costs” shall not include charges for services performed in the ordinary course of their employment by Township employees.

“**Transfer**” shall mean a direct or indirect change in ownership or control, or an assignment.

“**UHAC**” shall mean Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1, et seq.*, as same may be amended, or any successor laws or regulations.

“**WOOEP Exculpated Parties**” shall have the meaning ascribed thereto in Section 13.4(b)(iii).

ARTICLE II

REDEVELOPER DESIGNATION; TERM OF AGREEMENT

2.1 Redeveloper Designation. The Township hereby designates and appoints the Redeveloper as the exclusive redeveloper of the Property. The Redeveloper has the exclusive right to perform development and redevelopment activities in connection with the Project, and to retain the profits derived therefrom, under the framework and in accordance with the terms of this Agreement, the Redevelopment Plan, and all Applicable Laws.

2.2 Redeveloper's Scope of Undertaking. The services and responsibilities undertaken by the Redeveloper, as more particularly set forth in this Agreement, shall include all aspects of the acquisition, design, development, Remediation, site preparation, and construction of the Project and all Improvements, including, without limitation, engineering, permitting and administrative aspects, the performance of or contracting for and administration and supervision of all construction of Improvements required in connection with the Project, including the provision of any performance bonds, maintenance bonds, completion guarantees or any other performance assurances in connection therewith, whether required as a result of Governmental Approvals or pursuant to the terms of this Agreement; arrangement for interim and final inspections and any other actions required to satisfy the requirements of all Governmental Approvals necessary to develop and use the Project; marketing, sales and the administration, operation and management of the Project; and all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing.

2.3 Term of Agreement. This Agreement shall commence on the Effective Date and shall expire upon the issuance of a final Certificate of Completion coinciding with Completion of Construction of the entire Project, unless earlier terminated in accordance with the provisions hereof.

2.4 Contingencies/Termination. Certain rights and obligations of the Redeveloper under this Agreement are contingent upon the Redeveloper closing on the acquisition of the Property. If the Redeveloper is unable to close on the acquisition of the Property for any reason whatsoever, it may terminate this Agreement upon thirty (30) days' notice to the Township and thereafter the Parties and WOOEP shall have no further rights or obligations among them with regard to this Agreement.

ARTICLE III CONVEYANCE TO TOWNSHIP OF PUBLIC DOG PARK AND LOT 41.02

3.1 Agreement to Convey the Public Dog Park and Lot 41.02. Subject to the terms, conditions and contingencies herein, the Redeveloper agrees to acquire, construct improvements thereon and then convey to the Township the Public Dog Park and cause Lot 41.02 to be conveyed to the Township by WOOEP after the completion of the Library Improvements unless otherwise provided for herein, and the Township agrees to accept the Public Dog Park from the Redeveloper and accept Lot 41.02 from WOOEP, in consideration of the financial considerations granted to Redeveloper by the Township as set forth in the Financial Agreement and on the additional terms and conditions below.

3.2 Public Dog Park and Lot 41.02 to be Conveyed. The Public Dog Park to be conveyed to the Township consists of the land in the approximate location identified in the attached Exhibit A, together with any buildings and improvements thereon and any privileges thereto. The Lot 41.02 to be conveyed to the Township consists of the land as particularly described in the attached Exhibit B, together with any buildings and improvements thereon and any privileges thereto.

3.3 Consideration. The conveyance of the Public Dog Park by the Redeveloper to the Township and Lot 41.02 by WOOEP to the Township shall be for no additional monetary consideration beyond the terms and conditions contained herein and in the Financial Agreement. No consideration shall be due and payable to the Redeveloper or WOOEP by the Township at Closing.

3.4 Conditions Precedent to Closing on Public Dog Park. Prior to Closing on the conveyance of the Public Dog Park to the Township, the Redeveloper shall acquire the property as set forth in Exhibit A, the Redeveloper shall complete construction of the Public Dog Park improvements as set forth in Section 4.3 herein, and the Township shall inspect and approve said improvements.

3.5 Conditions Precedent to Closing on Lot 41.02. Upon the Redeveloper closing on the acquisition of the Property, the Redeveloper and the Township, as necessary, shall enter into a right of entry, license or agreement with WOOEP for access to Lot 41.02, and the Township shall confirm in a notice to Redeveloper and WOOEP receipt from a third party of the Township's One Million Dollar (\$1,000,000.00) contribution toward the Library Improvements. The Township and Redeveloper shall enter into an agreement for the construction of the Library Improvements and payments to the Redeveloper for such construction. Upon receipt of building permits for the residential development on the Property and for the Library Improvements, the Redeveloper shall commence and complete construction of the Library Improvements as set forth in Section 4.4 herein. The Township shall remit to the Redeveloper payment in the amount of One Million Dollars (\$1,000,000.00) as the Township's contribution toward the Library Improvements, and the Township shall inspect and approve the Library Improvements. In the event the Township has not received from a third party the Township's One Million Dollar (\$1,000,000.00) contribution toward the Library Improvements prior to such time as the Redeveloper is prepared to commence construction of the Library Improvements, WOOEP shall convey Lot 41.02 to the Township prior to commencement of construction of the Library Improvements, and the One Million Five Hundred Thousand Dollar (\$1,500,000.00) contribution toward the Library Improvements shall be remitted to the Township at Closing for Lot 41.02 and thereafter, the Township shall contract with a third party for the construction of the Library Improvements. In addition, as a condition precedent to Closing on Lot 41.02, the Township shall comply with the terms and conditions of the tax settlement agreement attached hereto as Exhibit H (the "**Tax Agreement**").

3.6 Time and Place of Closing of Title. (a) Closing on the Public Dog Park shall occur prior to Redeveloper's application to the Township for the first Certificate of Occupancy for the residential apartment building to be located on the Property, at a time to be mutually agreed upon by the Parties (the "**Closing Date One**"). The Closing shall be held at the offices of McManimon, Scotland & Baumann, LLC or such other place as the Redeveloper and the Township may mutually agree.

(b) Closing on Lot 41.02 shall occur upon the Completion of Construction of the Library Improvements by the Redeveloper, or sooner as provided in Section 3.5, at a time to be mutually agreed upon by the Parties (the "**Closing Date Two**"). The Closing shall be held at the offices of McManimon, Scotland & Baumann, LLC or such other place as the WOOEP and the

Township may mutually agree.

3.7 Transfer of Ownership; Title. (a) At Closing, the Redeveloper shall give the Township for the Public Dog Park and WOOEP shall give the Township for Lot 41.02, a properly executed Bargain and Sale Deed with Covenants Against Grantor's Acts (the "**Deed**"), an adequate affidavit of title, a properly executed Affidavit of Consideration or Exemption, a true copy of a company Resolution authorizing the sale and conveyance, and such other documentation as may reasonably be requested by the Township's title insurance company. The Township shall pay for all recording fees and realty transfer taxes, if any, incidental to conveying title to the Township.

(b) The Redeveloper and WOOEP shall transfer and convey to the Township clear and marketable title to the Public Dog Park and Lot 41.02, respectively, defined for purposes of this Agreement as insurable by a title insurance company licensed to do business in the State of New Jersey at regular rates free of all claims and rights of others, except for: (a) normal utility easements servicing the Public Dog Park or Lot 41.02, which do not interfere with the Township's intended use thereof; (b) ALTA preprinted exceptions; (c) any Permitted Exceptions (as hereinafter defined); and (d) real estate taxes not yet due and payable. As soon as possible following the Effective Date the Township shall order a title report and title insurance commitment (the "**Title Commitment**"), and, if desired by the Township, a Phase I Investigation and survey of the Public Dog Park and Lot 41.02 by a licensed New Jersey surveyor (the "**Survey**") and to furnish a copy of the Title Commitment, Phase I Investigation and Survey to the Redeveloper for the Public Dog Park and to WOOEP for Lot 41.02 promptly after the Township receives same. Further, upon providing the Redeveloper and WOOEP with a copy of the Title Commitment and/or Phase I Investigation and Survey, the Township shall notify the Redeveloper and WOOEP in writing of any objection. In the event the Township raises title, environmental and/or Survey objections, the Redeveloper and WOOEP shall have thirty (30) days from the date of receipt of the Township's written objections in which to decide whether to remedy the objection(s). If the Redeveloper or WOOEP does undertake to remedy the objection(s) the Redeveloper or WOOEP shall be entitled to postpone Closing Date One or Two, respectively for a reasonable period of time in order to effectuate such remedy. In the event the Redeveloper or WOOEP is unable or refuses to remedy such objection(s), then the Township may either (i) waive the objection(s) (the "**Permitted Exceptions**") and proceed to Closing; or (ii) terminate this Agreement with respect to the Public Dog Park and Lot 41.02, in which case Redeveloper's designation as Redeveloper of the Property shall simultaneously and automatically terminate and the Parties shall have no further rights or obligations hereunder, except as specifically set forth herein. Notwithstanding anything contrary in the foregoing, the Township may, at its option, at or prior to Closing, notify the Redeveloper or WOOEP of any objections raised by the Township, the title company or the surveyor from a new or different state of facts relating to the title or environmental condition first arising between the conclusion of the Township's review of the Title Commitment, Phase I Investigation and survey and Closing Date One or Closing Date Two, respectively ("**Gap Title Defects**"). With respect to any such Gap Title Defects, the Redeveloper as to the Public Dog Park and WOOEP as to Lot 41.02 shall have the obligation to cure and the Township shall have the same options if the Redeveloper or WOOEP fails to cure as set forth above. Closing Date One or Closing Date Two shall be extended as necessary as a result of such Gap Title Defects. Any notice by the

Township to WOOEP in accordance with this Section 3.7 shall also be provided to the Redeveloper, who shall have the right but not the obligation to resolve any title objections or Gap Title Defects as to Lot 41.02 if WOOEP is unable or unwilling to do so.

3.8 Right of Entry. At any time between the date of this Agreement and Closing, the Redeveloper or WOOEP agrees to permit the Township or its duly authorized agents and representatives a right of entry for any purposes permitted under this Agreement and to otherwise conduct pre-closing inspections at any reasonable time prior to the Closing. The Township's right to enter upon the Public Dog Park or Lot 41.02 and to inspect same shall be conditioned upon the Township first furnishing the Redeveloper for the Public Dog Park or WOOEP for Lot 41.02 with proof satisfactory to the Redeveloper or WOOEP, respectively that all of the inspections to be conducted upon the property by or on behalf of the Township shall be protected by (i) liability insurance pursuant to a liability insurance policy having a single limit of not less than \$1,000,000 per occurrence in respect of injury or death and \$2 million per occurrence for property damage, plus excess (umbrella) liability policies with coverage of not less than \$10 million per occurrence, which policy shall be in a form and issued by an insurance company licensed to do business in the State of New Jersey, (ii) workers compensation insurance in an amount not less than \$1,000,000 or such greater amount as may be required under Applicable Laws for employees of the Township. The Township shall be responsible for repairing any damage caused during such inspections and/or indemnifying the Redeveloper as to the Public Dog Park or WOOEP as to Lot 41.02 for any property damage or injury caused directly by the Township or its duly authorized agents and representatives during said inspection, which obligation shall survive Closing. The terms of the right of entry between WOOEP and the Township regarding Lot 41.02 are as set forth in the form of right of entry attached as Exhibit I, which shall be executed by the Township and WOOEP prior to the Township exercising its right of entry.

3.9 Risk of Loss. The Redeveloper is responsible for any damage or loss to the Public Dog Park or Library Improvements constructed by Redeveloper, except for normal wear and tear, until Closing Date One for the Public Dog Park and until Closing Date Two for the Library Improvements, unless the same is the result of Township's right of entry pursuant to Section 3.8 above. Until Closing Date Two, WOOEP shall maintain the land and improvements on Lot 41.02 in substantially the same condition it is in at the Effective Date, reasonable wear and tear excepted, and also excepting any work performed by Redeveloper in furtherance of the Library Improvements and any damage resulting or arising from the Township's right of entry pursuant to Section 3.8 above. If prior to Closing Date Two, there is damage or casualty to the land or improvements on Lot 41.02 that is covered by insurance, WOOEP will assign to the Township its rights to the proceeds of such insurance allocable to Lot 41.02.

3.10 Brokerage Fees. The Redeveloper and the Township each represent that concerning the conveyance of the Public Dog Park and Lot 41.02, they have not dealt with or transacted any business with any broker, and each agrees to indemnify, defend and hold the other harmless from any claim of any broker made as a result of such Party's actions inconsistent with the representations made herein.

3.11 Closing Prorations. The following adjustments are to be made at the Closing as of 12:00 midnight of the day preceding the Closing Date Two: (i) water charges; (ii) sewer charges; (iii) gas; (iv) electric; (v) fuel; (vi) real estate taxes; (vii) lease income; and (viii) any other items which shall be appropriate for adjustment under local closing standards and practices.

3.12 Possession. The Redeveloper shall vacate the Public Dog Park and WOOEP shall vacate Lot 41.02 prior to the Closing Date One and Two, respectively and will give possession of the same to the Township at the Closing, free and clear of all tenancies, except as set forth in Section 3.13 below. Redeveloper and WOOEP, respectively shall deliver any and all keys to the Public Dog Park and Lot 41.02 to the Township at Closing.

3.13 TSA Tenancy. The Parties acknowledge and agree that TSA's occupancy of the top floor of the existing building shall continue uninterrupted by the Closing and simultaneous with Closing, the existing lease with TSA shall be assigned to the Township. Upon Closing and at all times thereafter, any and all rent received or due and owing by TSA shall be paid to the Township as same has been prorated in accordance with Section 3.11 above. The Township and WOOEP shall enter into an assignment and assumption agreement transferring the existing lease with TSA from WOOEP to the Township. Said assignment and assumption agreement shall contain mutual indemnities providing that WOOEP will indemnify the Township for claims accruing under the TSA lease prior to Closing Date Two and the Township will indemnify WOOEP for claims accruing under the TSA lease after Closing Date Two.

3.14 Lot 41.02 AS IS WHERE IS. (a) Except as otherwise expressly provided in this Agreement, the Township shall accept Lot 41.02 at the Closing in the "as is", "where is" condition of Lot 41.02 with all faults as of the Closing Date Two. The Township agrees that: WOOEP shall not be liable for any construction, latent or patent defects in Lot 41.02, and shall not be bound in any manner whatsoever by any guarantees, promises, projections, operating expenses, set-up or other information pertaining to Lot 41.02 made, furnished or claimed to have been made or furnished by WOOEP or any other person or entity, including, without limitation, any broker, or any partner, member, manager, shareholder, employee, agent, attorney or other person representing or purporting to represent WOOEP or any broker, whether verbally or in writing. The Township acknowledges that neither WOOEP nor any of the employees, agents or attorneys of WOOEP has made any verbal or written representations or warranties whatsoever to the Township, whether express, implied, statutory, or by operation of law, except as expressly set forth in this Agreement, and in particular, that no such representations and warranties have been made with respect to the physical or environmental condition or operation of Lot 41.02, the layout or footage of Lot 41.02, the actual or projected revenue and expenses of Lot 41.02 or any of the leases at Lot 41.02 (including without limitation, the lease with the TSA), zoning, environmental, and other laws, regulations and rules applicable to Lot 41.02, or the compliance of Lot 41.02 therewith, the quantity, quality or condition of the articles of personal property and fixtures included in the transactions contemplated hereby, the use or occupancy of Lot 41.02 or any part thereof or any other matter or thing affecting or relating to Lot 41.02 or the transactions contemplated hereby, except as specifically set forth in this Agreement. The Township has not relied and is not relying upon any representations or warranties, or upon any statements made in any informational materials with respect to Lot 41.02 provided by WOOEP, or any other person or entity, including any broker or any shareholder, member, manager, employee, agent, attorney

or other person representing or purporting to represent WOOEP or any broker. IN ADDITION TO, AND WITHOUT LIMITATION OF THE FOREGOING, EXCEPT AS SET FORTH IN THIS AGREEMENT: WOOEP MAKES NO WARRANTY, EXPRESSLY, IMPLIED, STATUTORY, OR BY OPERATION OF LAW, AS TO THE QUANTITY, QUALITY, MERCHANTABILITY, TITLE, MARKETABILITY, FITNESS, OR SUITABILITY FOR A PARTICULAR PURPOSE OF LOT 41.02 OR ANY COMPONENT THEREOF, AND LOT 41.02 AND EACH COMPONENT THEREOF ARE SOLD IN AN "AS IS", "WHERE IS" CONDITION, WITH ALL FAULTS. BY EXECUTING THIS AGREEMENT, EXCEPT AS SET FORTH IN THIS AGREEMENT, THE TOWNSHIP AFFIRMS AND AGREES THAT (A) THE TOWNSHIP HAS NOT RELIED ON WOOEP'S SKILL OR JUDGMENT TO SELECT OR FURNISH LOT 41.02 OR ANY COMPONENT THEREOF FOR ANY PARTICULAR PURPOSE, (B) WOOEP MAKES NO WARRANTY THAT LOT 41.02 OR ANY COMPONENT THEREOF ARE FIT FOR ANY PARTICULAR PURPOSE, (C) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR BY OPERATION OF LAW, WITH RESPECT TO LOT 41.02 OR ANY COMPONENT THEREOF, (D) THE TOWNSHIP HAS BEEN, OR WILL BE, GIVEN THE OPPORTUNITY TO INSPECT LOT 41.02 AND EACH COMPONENT THEREOF AND HAS DETERMINED TO ACCEPT TITLE TO LOT 41.02 AND EACH COMPONENT THEREOF BASED ON SUCH INSPECTION, AND (E) UPON CLOSING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE TOWNSHIP SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY THE TOWNSHIP'S INVESTIGATIONS, AND THE TOWNSHIP, ON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED WOOEP FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING, WITHOUT LIMITATION, CAUSES OR ACTION IN TORT, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, THAT THE TOWNSHIP MIGHT HAVE ASSERTED OR ALLEGED AGAINST WOOEP AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OR ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING LOT 41.02.

(b) Without limiting the generality of the provisions of Section 3.14(a) of this Agreement, and except as set forth in this Agreement, the Township specifically acknowledges and agrees as follows:

- (i) Neither WOOEP nor any other party acting (or purporting to act) on behalf of WOOEP, has made any (and WOOEP hereby disclaims any) representation or warranty of any kind or nature concerning any environmental condition existing at Lot 41.02;
- (ii) The Township shall take title to Lot 41.02 subject to any and all environmental conditions (or the presence of any matter or substance relating to any such environmental condition at Lot 41.02), whether known or unknown, disclosed or

undisclosed, and any and all claims and/or liabilities relating to (in any manner whatsoever) any hazardous, toxic or dangerous materials or substances located in, at, about or under Lot 41.02, or for any and all claims or causes of action (actual or threatened) based upon, in connection with or arising out of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., or any other law or cause of action (including any federal or state based statutory, regulatory or common law cause of action) related to environmental matters or liability with respect to or affecting Lot 41.02 (any of the foregoing described in this clause (ii) being referred to as “**Environmental Conditions**”);

(iii) The Township hereby releases WOOEP and its members, managers, agents, and the employees, members, managers, and agents of any of the officers, employees, members, managers or agents of WOOEP, and any other person or entity as principal of WOOEP, whether disclosed or undisclosed (collectively, the “**WOOEP Exculpated Parties**”) from any liability of any kind or nature arising with respect to any Environmental Conditions and, specifically, agrees that if any claim is brought against the Township arising out of any Environmental Condition the Township shall have no claim of any kind or nature against WOOEP or any WOOEP Exculpated Party;

(iv) If the Closing occurs, then effective as of Closing Date Two, the Township assumes liability for any and all Environmental Conditions and hereby indemnifies and holds harmless WOOEP and each WOOEP Exculpated Party from any and all liabilities, claims, losses, costs, expenses and damages (including, without limitation, reasonable attorneys’ fees, costs and disbursements and costs incurred in the enforcement of the foregoing indemnification obligation) arising out of any Environmental Condition, whether or not pre-existing at the Closing and whether or not disclosed to the Township, it being the intention of the parties hereto that from and after the Closing (i) WOOEP shall have no further liability or obligation in respect of environmental matters of any kind or nature pertaining to Lot 41.02, and (ii) the Township shall fully assume any such liability or obligation, including, without limitation, the cost of any cleanup, remediation or removal of any hazardous substances or other Environmental Conditions; and

(c) **THE TOWNSHIP, WITH THE TOWNSHIP’S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH IN THIS SECTION 3.14, AND UNDERSTANDS THEIR SIGNIFICANCE AND EFFECT. THE TOWNSHIP ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH IN THIS SECTION 3.14, ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT WOOEP WOULD NOT HAVE AGREED TO CONVEY TITLE TO LOT 41.02 TO THE TOWNSHIP WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH IN THIS SECTION 3.14.**

THE TERMS AND CONDITIONS OF THIS SECTION 3.14 WILL EXPRESSLY SURVIVE THE CLOSING AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS.

ARTICLE IV IMPLEMENTATION OF PROJECT

4.1 Project Implementation. For so long as this Agreement and Redeveloper's designation as Redeveloper hereunder remain in effect, Redeveloper shall have the exclusive right to redevelop the Property. The Redeveloper agrees to implement the Project in accordance with the applicable terms and conditions of this Agreement, the Redevelopment Plan, Applicable Laws, and all Governmental Approvals. All redevelopment activities performed under this Agreement shall be performed timely and diligently, and provided in accordance with the level of skill and care ordinarily exercised by developers of comparable first class residential developments. All residential units other than the Affordable Units shall be constructed and marketed as "for sale" units.

4.2 COAH Housing Obligation. (a) Redeveloper understands that construction of the Project will result in an affordable housing obligation under applicable COAH Regulations. Fifteen percent (15%) of the total residential units constructed shall be Affordable Units as further described herein, in conformity with the COAH Regulations, UHAC and all other Applicable Laws.

(b) The requirement to construct the Affordable Units and the construction thereof will be tracked on an ongoing basis as Governmental Approvals are obtained and construction of the Project is implemented. The Redeveloper shall have an obligation to deed restrict the Affordable Units as very low, low or moderate income affordable units for a period of thirty (30) years (the "**Deed-Restriction Period**"). The deed restriction shall be provided to the Township for its review for compliance with the COAH Regulations, UHAC, and this Agreement prior to recordation. Redeveloper's obligation includes, but is not limited to, the Redeveloper's obligation to comply with phasing requirements, bedroom distribution requirements, very low/low/moderate income split requirements, pricing requirements, affirmative marketing requirements, candidate qualification and screening requirements and deed restriction requirements, all as set forth in the COAH Regulations, UHAC, and as further described herein.

(c) Redeveloper itself or an experienced administrative agent ("**Administrative Agent**") contracted by the Redeveloper shall have the responsibility for the administration of the Affordable Units and shall have the obligation to pay all costs associated with properly deed restricting the Affordable Units in accordance with UHAC and other applicable laws for the Deed-Restriction Period. Redeveloper and its Administrative Agent shall work with the Township and the Township's administrative agent regarding any affordable housing monitoring requirements imposed by COAH or the Court. Redeveloper shall provide, within thirty (30) days of written notice, detailed information requested by the Township or the Township's administrative agent concerning Redeveloper's compliance with UHAC and other applicable laws.

(d) The bedroom distribution for the Affordable Units shall be in conformity with the COAH Regulations, UHAC and all other Applicable Laws.

(e) The income mix for the Affordable Units shall be in conformity with the COAH Regulations, UHAC and all other Applicable Laws.

(f) The units with rents set for low, very low and moderate income households shall be distributed among each bedroom size on a prorated basis.

(g) The Redeveloper may phase construction of the Project and therefore phase construction of the Affordable Units. At a minimum, fifteen percent (15%) of all units in any phase shall be Affordable Units which shall be confirmed by the Township prior to application by Redeveloper for a final certificate of occupancy for any such phase of the Project.

4.3 Construction and Conveyance of Public Dog Park. Redeveloper shall acquire the property identified in Exhibit A and shall construct a public dog park thereon. The public dog park improvements shall be determined by the Township in consultation with the Redeveloper prior to commencement of construction of the Public Dog Park by the Redeveloper (the “**Public Dog Park**”).

4.4 Construction of Library Improvements. Redeveloper shall obtain a right of entry, license and/or agreement with WOOEP to access Lot 41.02 as described in Exhibit B and shall construct a new public library within the existing building in accordance with the specifications to be provided by the Township to the Redeveloper prior to commencement of construction of the library improvements (the “**Library Improvements**”), at a total cost not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) of which One Million Five Hundred Thousand Dollars (\$1,500,000.00) shall be funded by the RAB and One Million Dollars (\$1,000,000.00) shall be remitted by the Township from a third party. In the event the total cost of the Library Improvements exceeds Two Million Five Hundred Thousand Dollars (\$2,500,000.00), then the Township shall be responsible for funding the remainder.

4.5 Phasing & Project Schedule. The Redevelopment Project may be constructed in Phases in accordance with the schedule attached hereto as Exhibit D (the “**Project Schedule**”). Redeveloper’s unexcused failure to adhere to the Project Schedule (as the same may be adjusted from time to time with the consent of the Township as hereinafter provided) shall constitute a Default.

4.6 Infrastructure Improvements. Redeveloper shall construct infrastructure improvements as specifically detailed in Exhibit C (the “**Infrastructure Improvements**”) at Redeveloper’s sole cost and expense in accordance with the Project Schedule.

4.7 Governmental Approvals. (a) The Redeveloper represents that it will cause to be prepared and filed, at Redeveloper’s sole cost and expense, all Governmental Applications as may be necessary and appropriate for the purpose of obtaining all Governmental Approvals required to implement the Project consistent with the Project Schedule. All of the Governmental

Applications shall be in conformity with the applicable provisions of the Redevelopment Plan, this Redevelopment Agreement and Applicable Laws. Redeveloper shall provide the Township with a copy of each Governmental Application at the same time those applications are submitted to the governmental agency having jurisdiction over the same.

(b) Diligent Pursuit of Governmental Approvals. Redeveloper agrees to prosecute all of Redeveloper's applications for Governmental Approvals diligently and in good faith, and in accordance with the Project Schedule. Subject to the requirements of Applicable Law, Redeveloper shall determine when and in what order to file each specific application. At Redeveloper's reasonable request, the Township will, in its reasonable judgment, sign consents or other documents required in connection with Redeveloper's applications for Governmental Approvals and will supply information which is in the Township's possession. The Township will, in its reasonable judgment, otherwise cooperate with and support Redeveloper in connection with the applications for Governmental Approvals as Redeveloper and Redeveloper's counsel may reasonably request.

(c) Appeals. If (i) one or more of Redeveloper's Applications for Governmental Approvals is denied, or approved with conditions that Redeveloper in its commercially reasonable judgment deems unacceptable, or (ii) anyone contests or challenges the grant of such Governmental Approval to Redeveloper, then unless the Township consents in advance to a different course of action Redeveloper may appeal or defend against such action, and during the pendency of the appeal proceeding otherwise continue as Redeveloper deems appropriate to seek the remaining Governmental Approvals. If Redeveloper determines not to appeal or defend against such action as set forth above, it may terminate this Agreement upon thirty (3) days notice to the Township and the Parties shall have no further rights or obligation to each other hereunder.

(d) Application for Site Plan Approval. Each Governmental Application submitted by or on behalf of the Redeveloper in connection with the Redevelopment Project shall conform in all material respects to the Redevelopment Plan and all Applicable Laws; *provided, however*, that nothing herein shall be construed as limiting the Redeveloper's ability to apply for reasonable bulk or area variances or waivers as may necessary or appropriate under the circumstances and in accordance with the applicable provisions of the Redevelopment Plan.

4.8 Commencement and Completion Schedule. The Redeveloper agrees to Commence Construction and diligently Complete Construction of the Project, and failure to do so shall be a Default by Redeveloper. Subject to the provisions of this Agreement with respect to Force Majeure and the applicable provisions of Section 5.2, if any, any material change in the scope of the Project (including changes in the Project budget if relevant to the calculation of the PILOT), changes or updates to the Project Schedule, or extension of the projected Completion Date, shall require the Township's prior written approval, which the Township will not unreasonably withhold. Redeveloper agrees to simultaneously provide to the Township copies of all project pro formas, Project Schedules and budgets that Redeveloper submits to actual or potential lenders or investors in connection with the financing of the Project, to the extent that they are materially different from those previously supplied to the Township by Redeveloper. The Redeveloper understands that absent extraordinary and unforeseeable circumstances the

Township will require Redeveloper's adherence to the schedule for Commencement of Construction and Completion of Construction, interim deadlines or milestones and time periods for the various activities and actions to be taken by the Redeveloper hereunder, subject only to the occurrence of a Force Majeure Event.

4.9 Plans and Specifications. Redeveloper hereby agrees that following an Event of Default the Township and anyone acting on the Township's behalf shall have an irrevocable license to use Redeveloper's Plans and Specifications, Governmental Applications, and Governmental Approvals to complete the Project, without cost to or liability of the Township (other than for actual services rendered to the Township subsequent to the Event of Default) and agrees to use best efforts to ensure that all agreements between Redeveloper and its contractors and consultants shall so provide. Redeveloper shall be compensated for such Plans and Specifications as provided in Section 10.8. In addition, all performance or completion bonds provided by Redeveloper's contractors shall name the Township as an intended beneficiary thereof, as its interests may appear, unless Redeveloper's construction lender objects in writing and for good cause to the inclusion of the Township.

4.10 Progress Reports and Project Oversight by the Township. During the implementation of the Project, the Redeveloper shall make periodic Progress Reports, no less frequently than on February 1 and August 1 and at such other times as may be reasonably requested by the Township, in such detail as may reasonably be requested by the Township, as to the actual progress of Redeveloper and which shall include, among other things, a description of activities completed, milestones achieved, status of the Project with respect to the Project Schedule, activities to be undertaken prior to the next regularly scheduled Progress Report, and any unanticipated problems or delays and the explanation therefor. If Redeveloper fails to meet a milestone or completion date set out in the Project Schedule and is notified of same in writing by the Township, or if Redeveloper conclusively determines between Progress Reports that it will fail to meet a milestone or completion date on the Project Schedule, Redeveloper shall promptly provide written notice to Township stating: (a) the reason for the failure to complete the applicable task, (b) Redeveloper's proposed method for correcting such failure, (c) Redeveloper's schedule for completing such task, and (d) the method or methods by which Redeveloper proposes to achieve subsequent tasks by the Completion Date. This Section shall not in any way be construed as entitling Redeveloper to an extension of the Completion Date or modification of the Project Schedule or Project budget, absent the Township's prior written consent. Redeveloper acknowledges and agrees that time is of the essence in providing the Progress Reports to the Township in accordance with this Section.

4.11 Certificate of Occupancy and Certificate of Completion. Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy, as required under Applicable Laws. Following the issuance of all required Certificates of Occupancy and the satisfaction of the terms and conditions of this Redevelopment Agreement with respect to the applicable Phase of the Project by Redeveloper, and upon receipt of a Notice of Completion from Redeveloper, the Township agrees to issue and not unreasonably withhold a Certificate of Completion, in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Redevelopment Agreement and has completed construction of the applicable Phase of the Project in accordance with the

requirements of this Redevelopment Agreement. Within 30 days after receipt of the Notice of Completion from the Redeveloper, the Township shall provide the Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to complete the Project in accordance with the provisions of this Redevelopment Agreement or is otherwise in default under this Agreement, and what reasonable measures or acts will be necessary in the opinion of the Township in order for the Redeveloper to be entitled to the Certificate of Completion. If there is a dispute as to the Completion of the applicable phase of the Project between the Redeveloper and Township, the Township agrees to issue a Certificate of Completion with conditions that if satisfied by the Redeveloper shall convert the conditional Certificate of Completion to a final one for the applicable phase of the Project so as not to delay or interfere with the Redeveloper's ability to secure permanent financing for the Project. When issued the Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants (as limited herein) in this Redevelopment Agreement and the Redevelopment Plan with respect to the obligations of the Redeveloper to construct the Project or relevant Phase, as well as a determination by the Township that the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Redevelopment Project or applicable Phase thereof. Unless otherwise required by a related Financial Agreement, Governmental Approval or Applicable Law, upon the issuance of Certificate of Completion the provisions of this Agreement shall no longer encumber the applicable Phase of the Project; *provided, however*, that any other documents theretofore delivered pursuant to this Agreement that by their terms are intended to survive Completion of Construction (including, without limitation and by way of example only, any deed restrictions, the Declaration of Restrictions, tax exemption agreements, etc.) shall not be affected by delivery of the Certificate of Completion except as otherwise expressly provided therein.

4.12 Estoppel Certificates (Prior to Certificate of Completion). At any time and from time to time prior to the issuance of a Certificate of Completion, the Township shall, within thirty (30) days following a written request by Redeveloper, execute and deliver to (a) Redeveloper, or (b) a third party (*e.g.*, a prospective lender, purchaser, investor, tenant, *etc.*) designated by Redeveloper, an instrument in which the Township (i) certifies that this Agreement is unmodified and in full force and effect as to the Project (excepting only modifications which shall be set forth), and (ii) states whether to the actual knowledge of the Township Redeveloper is in default under this Agreement, and, if so, specifying each such default of which the Township shall have knowledge.

4.13 Escrow Account to Cover Township Costs. (a) The Redeveloper covenants and represents that it will make timely payment or reimbursement to the Township for all Township Costs. The Redeveloper has established with the Township an escrow account (the "**Escrow Account**") to cover Township Costs. From time to time during the implementation of the Project and until issuance of a final Certificate of Completion the Redeveloper agrees to replenish the Escrow Account upon the written request of the Township, to provide for a sufficient balance, as determined by the Township in its reasonable judgment, to cover anticipated Township Costs.

(b) The Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Township in connection with applications for land use approvals to implement the Redevelopment Plan. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township pursuant to the terms of this Agreement.

(c) The Escrow Deposit and all additions thereto shall be held by the Escrowee in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest-bearing account referenced to the Redevelopment Agreement.

(d) The Escrowee shall use the Escrow Deposit and all additions thereto to pay Township Costs in accordance with the provisions of the Redevelopment Agreement. Township Costs paid out of the Escrow Account shall include all Township Costs as defined in the Redevelopment Agreement. Each payment for professional services charged to the Escrow Account shall be pursuant to a voucher from the professional or consultant, identifying the personnel performing the reimbursable service, each date the services were performed, the hours spent in not greater than one-quarter (1/4) hour increments, the hourly rate, and specifying in reasonable detail the properly reimbursable expenses. All professionals shall submit the required vouchers or statements to the Escrowee on a monthly basis in accordance with the schedule and procedures established by the Escrowee. The professional shall simultaneously send an informational copy of each voucher or statement submitted to the Escrowee to the Redeveloper (redacted as necessary to remove confidential and privileged information).

(e) At least annually during the term of the Redevelopment Agreement, or as reasonably requested by the Redeveloper (but not more often than quarterly), Escrowee shall prepare and send to the Redeveloper a statement which shall include an accounting of funds listing all deposits, interest earnings, disbursements and the cumulative balance of the Escrow Account. If at any time the balance in the Escrow Account is less than Twenty-Five Thousand Dollars (\$25,000.00), or if the Escrow Account in the Township's reasonable estimation for good cause shown otherwise contains insufficient funds to enable the Township to continue performance of its obligations under the Redevelopment Agreement, the Escrowee shall provide Redeveloper with a notice of the insufficient Escrow Account balance and the amount of additional funds required. Upon receipt of such notice Redeveloper shall deposit to the escrow account additional funds such that the total amount on deposit shall be not less than Fifty Thousand Dollars (\$50,000.00), such deposit to be made within fifteen (15) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to Redeveloper.

(f) Upon the issuance of a Certificate of Completion the Redeveloper shall send written notice by certified mail to the Escrowee requesting that the remaining balance of the Escrow Deposit be refunded, or otherwise applied in accordance with the provisions of the Redevelopment Agreement. After receipt of such notice, and within 30 days of Escrowee's receipt of all outstanding invoices for Township Costs, if any, the Escrowee shall pay all outstanding Township Costs and render a written final accounting to the Redeveloper.

(g) Redeveloper may dispute the propriety or reasonableness of Township Costs paid out of the Escrow Deposit by written notice to the Escrowee. A copy of such notice shall be sent simultaneously to any the entity(ies) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within 45 days from Redeveloper's receipt of the informational copy of a voucher or invoice, statement, bill or invoice, except that if Redeveloper has not received an informational copy then the Redeveloper shall send notice within 60 days from receipt of the first statement of activity against the Escrow Account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute Redeveloper's acceptance of the charge and a waiver by Redeveloper of all objections to the charge and to payment thereof out of the Escrow Account. During the pendency of a dispute the Escrowee may continue to pay undisputed charges out of the Escrow Account. If a dispute over a charge is resolved in Redeveloper's favor after having been paid, the Escrowee shall reimburse the Escrow Account in the amount determined to be properly disputed.

ARTICLE V REDEVELOPER PROTECTIONS

5.1 Redevelopment Plan Amendments. The Township agrees that prior to Commencement of Construction of the last Phase of the Project the Township will not amend the Redevelopment Plan with respect to the Property or otherwise impair this Agreement without Redeveloper's prior consent.

5.2 Impossibility of Performance; Changed Market Conditions. Notwithstanding the Redeveloper's right to terminate this Agreement prior to Closing on the acquisition of the Property or any other rights to terminate the Agreement set forth herein, Redeveloper's failure or refusal to develop a particular Phase of the Project shall not constitute a Default by Redeveloper in the performance of its obligations hereunder if such failure or refusal is for the following reasons and on the following terms and conditions:

(a) Subject to the provisions of Section 5.2(c) below, Redeveloper's failure or refusal to develop a particular Phase of the Project shall not constitute a default hereunder if due to physical impossibility of performance or economic infeasibility due to the condition of the property or to regulatory restrictions relating to the condition of the property.

By way of example, "physical impossibility of performance" would be an irremediable environmental condition. An example of "economic infeasibility" would be a cost of Remediation of an environmental condition that would significantly and adversely affect the anticipated return of the Project as reflected on the Project *pro forma* supplied to the Township by Redeveloper, in either case such that redevelopment of the Project on the terms and conditions set forth herein becomes economically irrational or infeasible.

(b) Subject to the provisions of Section 5.2(c) below, Redeveloper's failure or refusal to develop a particular Phase of the Project shall not constitute a Default if such failure or refusal

is the result of changed market conditions encompassing market or economic phenomena or conditions that are not unique to the Project, which changed market conditions render the development and marketing of the Phase based upon the product type and financial assumptions currently proposed by Redeveloper economically infeasible or remote or the inability to secure financing for the Project under typical lending terms.

(c) In order to invoke the protections of Section 5.2(a) or (b), Redeveloper shall provide Notice to the Township of Redeveloper's intention to invoke such protections, which Notice shall include a detailed description of the facts and circumstances relied upon by Redeveloper in support of its position, as well as the commercially reasonable steps Redeveloper has taken to overcome or mitigate the impacts of those facts and circumstances.

(d) If Redeveloper's failure or refusal to develop a Phase of the Project in accordance with the terms and conditions of this Agreement is excused by reason of physical impossibility of performance, then such failure or refusal shall not constitute a Default hereunder if Redeveloper relinquishes its designation as redeveloper as to that Parcel or Phase, as the case may be, and all rights to develop that Parcel or Phase under the terms of the Redeveloper's Agreement. In such case, the Township shall have the right (but not the obligation) to amend the Redevelopment Plan to facilitate redevelopment by a third party redeveloper.

(e) If Redeveloper's failure or refusal to develop is excused by reason of economic infeasibility or changed market conditions, then such failure or refusal shall not constitute a Default hereunder if Redeveloper by Notice to the Township requests to renegotiate, in good faith and within the time periods hereinafter set forth, with the objective of redefining a mutually acceptable and economically feasible project. Such negotiations could include, by way of example, consideration of modifications to this Agreement or to the use and density requirements under the Redevelopment Plan.

(f) Prior to invoking the protections and provisions of this Section 5.2, Redeveloper shall have used commercially reasonable efforts to mitigate the impacts of the facts and circumstances claimed to result in project infeasibility. The protections and provisions of this Section 5.2 shall not apply if Redeveloper's inability to proceed with the Project could have been overcome but for Redeveloper's own acts or omissions.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties by the Redeveloper. The Redeveloper makes the following representations and warranties:

(a) Redeveloper represents that it has obtained or can obtain and will commit the requisite equity and debt financing in an amount necessary to purchase the Property on the terms and conditions set forth herein, and to perform Redeveloper's obligations hereunder.

(b) Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the

date of this Redevelopment Agreement.

(c) Redeveloper is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions or authorizations have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Redeveloper's behalf.

(d) No receiver, liquidator, custodian or trustee of Redeveloper has been appointed or is contemplated as of the date of this Redevelopment Agreement, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper has been filed or is contemplated as of the Effective Date.

(e) No indictment has been returned against any member, manager or officer of Redeveloper.

(f) As of the Effective Date, to the best of Redeveloper's knowledge and belief after diligent inquiry there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist, other than the Malanga Litigation, which (i) questions the validity of this Redevelopment Agreement, Redeveloper's execution hereof, or any action or act taken or to be taken by the Redeveloper pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair Redeveloper's ability to perform its obligations pursuant to the terms of this Redevelopment Agreement.

(g) Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating agreement of the Redeveloper or of any other agreement, mortgage, indenture, instrument or judgment to which the Redeveloper is a party.

(h) All factual information and statements submitted by Redeveloper to the Township and its agents (including but not limited to McManimon, Scotland & Baumann, LLC and NW Financial) are complete, true and accurate in all material respects. Redeveloper acknowledges that the facts and representations contained in the information submitted by Redeveloper are incorporated herein by reference, are being relied upon by the Township, and are a material factor in the decision of the Township to enter into this Redevelopment Agreement with Redeveloper.

(i) To the best of Redeveloper's knowledge and belief, at the time of submission thereof to the Township all projections, estimates, *pro formas* and other information submitted by Redeveloper to the Township and its agents (including but not limited to McManimon, Scotland & Baumann, LLC and NW Financial) were materially correct and Redeveloper had no reason to believe any such information to be inaccurate or misleading in any material respect.

(j) Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating and maintaining the Project.

(k) The party or parties signing the Redevelopment Agreement on behalf of Redeveloper is or are fully authorized to sign on behalf of the current members of Redeveloper and to bind them with respect thereto.

(l) As of the Effective Date the respective interests of the Redeveloper are as set forth in the Incumbency Certificate attached at Exhibit E hereto.

Redeveloper's representations and warranties are intended to and shall survive the delivery of a deed to the Public Dog Park and Lot 41.02.

6.2 Representations and Warranties by the Township. The Township hereby makes the following representations and warranties:

(a) The Township has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder, and as of the Effective Date except as to Financial Agreement and matters relevant thereto the Township has taken all action and is in receipt of all Governmental Approvals required to consummate the transactions contemplated hereunder and to perform its obligations hereunder.

(b) This Agreement is duly executed by the Township, and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of Applicable Laws currently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

(c) As of the Effective Date, to the best of the Township's knowledge there is no action, proceeding or investigation now pending nor any basis therefor, known or believed to exist which questions the validity of this Agreement or any action or act taken or to be taken by the Township pursuant to this Agreement, other than the Malanga Litigation.

(d) To the best of the Township's knowledge, there is no pending litigation which affects the Redevelopment Area designation or the Redevelopment Plan.

ARTICLE VII COVENANTS AND RESTRICTIONS

7.1 Description of Covenants. The covenants to be imposed upon Redeveloper, its successors and assigns, are set forth below, and shall be recorded in the form of a Declaration of Covenants and Restrictions (Exhibit F) as of (i) the date Redeveloper takes possession of the Property. The covenants and restrictions shall remain in effect for the period set forth in Section 7.2 below:

(a) In connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby any portion of the Project is restricted upon the basis of age (except as may be permitted pursuant to 42 USC 3607(b)(2)(C), the federal Fair Housing Act for age-restricted residential units), race, color, creed, religion, ancestry, national origin, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all applicable laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or familial status.

(b) Comply with the applicable provisions and public purposes of the Redevelopment Law and all obligations under this Agreement and shall at all times develop, design, finance, construct and operate the Project or cause the Project to be developed, designed, financed, constructed and operated pursuant to the conditions and requirements of Applicable Laws, Governmental Approvals, this Agreement and the Redevelopment Plan and for a period of thirty (30) years from the issuance of a Certificate of Completion shall construct no other use except that established in the Redevelopment Plan, *provided however*, that Redeveloper shall not be deemed to be in breach if Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws. All uses to which the Project may be devoted are controlled by the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Redevelopment Agreement and that under no circumstances can the Redeveloper undertake any construction or development of the Project not in accordance with the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Redevelopment Agreement.

(c) In order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or Townships and in general do all things which may be requisite or proper for the construction and development of the Project in accordance with the Redevelopment Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws, provided however, that Redeveloper shall not be deemed to be in breach of this covenant if Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws.

(d) Use diligent efforts to obtain all Governmental Approvals requisite to the construction and development of the Project including evidence satisfactory to the Township that its use of the Project is in compliance with this Agreement, the Redevelopment Plan and all Applicable Laws, and use diligent and commercially reasonable efforts to ensure timely performance of its obligations hereunder, including but not limited to Completion of Construction of the Project within the time periods specified in the Project Schedule.

(e) To use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated herein. Redeveloper shall enter into such other commercially reasonable agreements with respect to its development, financing, construction and management and operation of the Project, containing such provisions as may be required by Applicable Law or as may reasonably be required by Governmental Approvals.

(f) Except as otherwise permitted hereunder in the case of a Force Majeure Event, not suspend or discontinue the performance of its obligations under this Redevelopment Agreement

(other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project.

(g) Diligently undertake the construction and development of each individual component of the Project throughout the Construction Period and to use commercially reasonable efforts to complete each component of the Project on or before the applicable Completion Date.

(h) Not encumber, hypothecate or otherwise use the Project, or any part thereof, as collateral for an unrelated transaction; nor sell, lease or otherwise transfer all or any portion of a Project without the Township's consent, except as otherwise specifically set forth in this Agreement.

(i) During construction of the Project, take commercially reasonable steps to minimize or mitigate impacts on the surrounding neighborhood (such as, for example, noise and dust controls), and keep debris and/or waste materials containerized and/or stored and disposed of, all within normal industry standards.

(j) Cause the Project to be developed, designed, financed and constructed at its sole cost and expense, except as otherwise set forth in this Agreement.

(k) Notify the Township within thirty (30) business days of any material adverse change in its financial condition from the information provided to the Township by the Redeveloper, including any material adverse change in Redeveloper's financial capability to design, develop, finance, construct and operate the Project in furtherance of the Township's consideration in executing this Agreement with Redeveloper if such change will materially impair Redeveloper's ability to perform its obligations pursuant to the terms of this Agreement.

(l) Notify the Township within ten (10) business days of any Event of Default on the part of Redeveloper under any mortgage with respect to any of the Property that have been acquired by Redeveloper, or the commencement or existence of any foreclosure proceedings with respect to any of the Property that have been acquired by Redeveloper. The Redeveloper shall provide copies of any notices of default and/or notices of foreclosure proceedings to the Township within ten (10) days of Redeveloper's receipt thereof.

(m) Keep and maintain in good condition any improvements required under the Governmental Approvals, including but not limited to any landscaping required to be planted or cause an entity in control of the Project (*i.e.* condominium or homeowner association) to maintain such improvements.

7.2 Effect and Duration of Covenants. It is intended and agreed that the agreements and covenants set forth in this Agreement shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Township, their successors and assigns, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project

or any part thereof. The covenants shall cease and terminate when a Certificate of Completion for such improvements has been issued, provided however, that the covenants in Sections 7.1(a), (b), and (m) shall remain in effect without limitation as to time.

ARTICLE VIII PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

8.1 Prohibition Against Transfers of Interests in Redeveloper. Redeveloper recognizes the importance of the Redevelopment Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Township in entering into this Agreement, particularly in view of the public aids that have been or will be made available for the purpose of making such redevelopment possible. The Township considers that a Transfer of the ownership in Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership of or with respect to the identity of the parties in control of Redeveloper or the degree thereof, is for practical purposes a Transfer or disposition of the Project. Redeveloper recognizes that it is because of such qualifications and identity that the Township is entering into this Agreement with Redeveloper, and, in so doing, the Township is relying on the obligations of Redeveloper and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by Redeveloper hereunder.

As a result, prior to completion of the Project (or applicable Phase thereof) as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the Township (which approval shall not be unreasonably withheld) Redeveloper agrees for itself and all successors in interest that there shall be no (i) Transfer of the Property, nor (ii) any direct or indirect change in control of Redeveloper as it exists on the Effective Date, whether by changes in capitalization, merger, or otherwise. The Township recognizes that implementation of the Project is likely to involve one or more joint venture arrangements between Redeveloper and other developers having particular development expertise and financial capabilities. The Township agrees to consider such joint venture arrangements in good faith, and will not unreasonably withhold its consent to any such arrangement provided (i) that such joint venture entity assumes all of the obligations of Redeveloper under the terms of this Agreement and under all applicable Governmental Approvals as to the applicable Phase of the Project, provided that Redeveloper shall not be released from and shall remain liable for the performance of Redeveloper's and the joint venture's obligations; (ii) that the creation and existence of the joint venture does not materially and negatively affect the Township's ability to enforce its rights under this Agreement; and (iii) that the proposed joint venture partner and structure is acceptable to the Township, in its reasonable discretion. The Transfer or Transfers of a non-controlling interest or interests in the Redeveloper that do not result in a change in control of Redeveloper as set forth in the Operating Agreement shall not constitute a prohibited Transfer. The death or incapacity of a principal of the Redeveloper shall not constitute a prohibited Transfer hereunder. With respect to this provision, Redeveloper and the party or parties signing the Redevelopment Agreement on behalf of Redeveloper represent that each has authority to agree to this provision on behalf of the current members of Redeveloper and to bind them with respect thereto.

8.2 Exemption from Prohibited Transfers. Notwithstanding the foregoing, and with prior knowledge of the Township by written notice from Redeveloper, the following shall not constitute a prohibited Transfer, for purposes of Section 8.1: transfer to an entity or entities controlled by Redeveloper, or other urban renewal entity or entities formed by Redeveloper pursuant to *N.J.S.A. 40A:20-4*; *provided, however*, that such successor and assignee of Redeveloper shall assume all of the obligations of Redeveloper hereunder, but Redeveloper shall remain primarily liable for the performance of Redeveloper's obligations; and *provided further*, that (i) a copy of the fully executed written instrument of conveyance and assignment and assumption of this Redevelopment Agreement shall be promptly delivered to the Township; and (ii) such conveyance or assignment does not violate any of the Governmental Approvals.

8.3 Prohibition of Transfer of Redevelopment Agreement. Redeveloper further agrees for itself, its successors and assigns, that prior to the Completion of the Project, as evidenced by the issuance of a Certificate of Completion, Redeveloper will not make or create, or suffer to be made or created, any assignment or other Transfer of its interests in this Agreement, without the prior written approval of the Township, except as provided in Section 8.1 above, Section 8.2 above or Section 8.4 below (including a Transfer as a result of a foreclosure or a deed in lieu given to a lender).

8.4 Consent to Permitted Transfers. The Township hereby consents, without the necessity of further approvals from any entity, to the following Transfers:

(a) a Mortgage or related security granted by Redeveloper to a Mortgagee for the purpose of obtaining the financing necessary to enable Redeveloper to perform its obligations under this Redevelopment Agreement, including any Mortgage or Mortgages and other liens and encumbrances granted by Redeveloper to a Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, or marketing of the Project; *provided, however*, that Redeveloper shall give the Township at least fifteen (15) days prior written notice of such Permitted Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals or entities involved in such Permitted Transfer; and *provided further*, that Redeveloper shall simultaneously provide to the Township true and complete copies of all Project Schedules and project budgets submitted to such Mortgagee; or

(b) Transfers of easements or dedications of property as may be required as conditions of Governmental Approvals.

(c) Inter-family transfers of interests in the Redeveloper for estate planning purposes.

The Township recognizes and acknowledges that financing of the Project is likely to include one or more of equity participations, "mezzanine" debt, and other financing arrangements in addition to a Mortgage. The Township agrees to consider such financing arrangements in good faith and will not unreasonably withhold or delay its consent to such

arrangements if they do not result in a change in control of Redeveloper or materially and negatively affect the Township's ability to enforce its rights under this Agreement.

8.5 Prohibition Against Speculative Investment. Because of the importance of the Project to the general welfare of the community, Redeveloper represents and agrees that its acquisitions of the Property and Redeveloper's undertakings pursuant to this Redevelopment Agreement are, and will be used, for the purpose of the Redevelopment Project and redevelopment of the Redevelopment Area as provided herein, and not for speculation in land holding.

8.6 Information as to Ownership of Redeveloper. In order to assist in the effectuation of the purpose of this Article 8, Redeveloper represents that the certificate attached to this Agreement as Exhibit E is an incumbency certificate of Redeveloper as of the Effective Date, subscribed and sworn to by a manager or authorized member of Redeveloper, setting forth the name(s) and address(es) of all entities owning at least a 10% interest in Redeveloper, and, as to each such entity, all entities owning at least a 10% interest therein, such disclosure being intended to be the same disclosure that Redeveloper will be required to make in connection with its Governmental Applications for land use approvals pursuant to *N.J.S.A. 40:55D-48.2*.

(a) At such times as reasonably requested by the Township, Redeveloper will update the incumbency certificate and keep Exhibit E current as to Redeveloper as well as to each permitted urban renewal entity or joint venture.

(b) Redeveloper will immediately notify the Township in writing of any and all changes whatsoever in the ownership of Redeveloper and any permitted urban renewal entity or joint venture, legal or beneficial, or of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of Redeveloper or the degree thereof, of which it or any of its officers or members have been notified or otherwise have knowledge or information.

(c) Redeveloper shall, at such time or times as the Township may request, furnish the Township with a complete statement subscribed and sworn to by managing member of Redeveloper, setting forth all of managing members, or other owners of equity interests of Redeveloper, and of any permitted urban renewal entity or joint venture, and the extent of their respective holdings, and in the event any other parties have a beneficial interest in Redeveloper's entity, their names and the extent of such interest.

8.7 Transfer or Assignment Fee. Any reasonable costs incurred by the Township in connection with a request made by the Redeveloper for the Township's consent to transfer or assign this Redevelopment Agreement shall constitute a Township Cost for purposes of this Agreement.

ARTICLE IX MORTGAGE FINANCING

9.1 Mortgages, Liens, or other Encumbrances. Prior to the issuance of a Certificate of Completion Redeveloper shall promptly notify the Township of any encumbrance or lien that has been created on or attached to the Project, by mortgage or involuntary act of the Redeveloper or others, upon obtaining knowledge or notice of same.

9.2 Obligations of Mortgagee. Notwithstanding any of the provisions of this Redevelopment Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Redevelopment Agreement (including but not limited to any such holder who obtains title to one or more Property, or to any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title from or through any such holder or (b) any other purchaser at foreclosure sale, other than the holder of the mortgage itself) shall in no way be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project or to guarantee such construction or completion; *provided* that nothing in this Article or any other Article or provision of this Redevelopment Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any project thereon, other than those uses provided or permitted under this Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws.

9.3 Notice of Default to Mortgagee and Right to Cure. Subject to *N.J.S.A. 55:17-1 et seq.*, whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each lender (or equity participant in Redeveloper) a copy of such notice or demand, provided that the Redeveloper has delivered to the Township a written notice of the name and address of such lender and equity participant. Each such lender shall (insofar as the rights of the Township are concerned) have the right at its option within ninety (90) days after the receipt of such notice, to cure or remedy, or to commence to cure or remedy, any such default with respect to that portion of the Project which is being financed by such lender and which is subject to being cured and to add the cost thereof to the debt and the lien which it holds, or to the obligations of the lessees under any lease-back or of the guarantor under any other conveyance for financing.

9.4 Estoppel Certificate; Mortgagee Request for Modifications. (a) Within thirty (30) days following written request by the Redeveloper, or of any Mortgagee, lender, purchaser, tenant or other party having an interest in the Project, the Township shall issue a signed estoppel certificate stating (i) that this Agreement is unmodified and in full force and effect as to the Project (excepting only modifications which shall be set forth), (ii) whether to the best knowledge of the Township Redeveloper is in default under this Agreement, and, if so, specifying each such default of which the Township shall have knowledge; and (iii) confirming such other factual matters within the Township's knowledge or control pertinent to this Agreement, as the same relate to, or might affect, the Project or the Property. In the event the estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach or event may be cured. No more than a reasonable number of estoppel certificates may be requested per year.

(b) In the event that a permitted Mortgagee reasonably requests changes to

this Agreement in order to make the same acceptable to the Mortgagee, the Township agrees to consider such changes in good faith and to consent to such changes if they do not materially and adversely affect the Township's rights nor increase the Township's obligations, which consent will not be unreasonably withheld, conditioned or delayed.

ARTICLE X EVENTS OF DEFAULT ; TERMINATION

10.1 Default Related to Conveyance of the Public Dog Park or Lot 41.02.

(a) If title to the Public Dog Park or Lot 41.02 does not close because of the Township's Default, then the Redeveloper shall be entitled to pursue all other remedies at law or equity available to it by reason of the Township's default (including but not limited to specific performance and recovery of costs); *provided, however*, that failure of the Governing Body to authorize or approve the transaction shall not constitute a Default by the Township, but only a failure of the condition precedent to the conveyance; and *provided further*, that under no circumstances shall the Township be liable for consequential, indirect or special damages of any kind. However, regardless of whether the failure to close title to the Public Dog Park or Lot 41.02 is the result of a Township Default or the Governing Body failing to authorize or approve the transaction, the Redeveloper shall be permitted to proceed with the residential apartment building construction and provide the required Affordable Units or terminate this Agreement.

(b) If title to the Public Dog Park or Lot 41.02 does not close because of the Redeveloper's Default, the Township shall be entitled to terminate this Agreement. Nothing in this Section shall be construed as limiting the ability of the Township to be reimbursed from the Escrow Account for Township Costs incurred through the date of termination.

10.2 Events of Default by Redeveloper. Any one or more of the following shall constitute an “**Event of Default**” hereunder, subject to Force Majeure Extension and tolling as provided elsewhere in this Agreement:

(a) Failure of Redeveloper to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Agreement as a “Default” or a “default”, and except as otherwise specified below the continuance of such Default for a period of thirty (30) days after Notice from the Township specifying the nature of such Default and requesting that such Default be remedied; *provided, however*, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Agreement specifically provides otherwise.

(b) Redeveloper's failure or refusal to make any payment or deposit of funds required hereunder as and when required, and the failure to make such payment or deposit within fifteen (15) days after Notice from the Township, including but not limited to failure to make timely

payments of real estate taxes or to refresh the Escrow Account or to reimburse the Township for properly reimbursable Township Costs not cured within ten (10) business days of Notice by the Township.

(c) (i) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of Redeveloper; (iii) Redeveloper, (1) has made a general assignment for the benefit of creditors, or (2) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against Redeveloper, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of Redeveloper, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of Redeveloper, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Redeveloper, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; or (ix) Redeveloper shall have suspended the transaction of its usual business.

(d) Redeveloper (i) except as otherwise permitted hereunder fails to perform its obligations with respect to acquisition of the Property or the implementation of the Project in accordance with this Agreement and the Project Schedule, the Redevelopment Plan, Governmental Approvals or Applicable Laws, including but not limited to failure to Commence Construction or Complete Construction in accordance with the Project Schedule; or (ii) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the Township (unless such suspension arises out of a Force Majeure Event), and any such failure, abandonment or suspension shall not be cured, ended, or remedied within thirty (30) days after Notice by the Township; *provided, however*, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice.

(e) There is a prohibited Transfer, immediately upon such Transfer with no Notice or opportunity to cure.

(f) Material breach of any warranty or representation made by Redeveloper.

(g) Violation by Redeveloper of any covenant or restriction contained in the Declaration of Covenants and Restrictions.

(h) Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments, which failure or delinquency is not cured within ten (10) days of Notice by the Township.

(i) Cancellation or termination by reason of any act or omission of Redeveloper of any insurance policy, performance or completion, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Township, immediately upon cancellation or termination thereof if not replaced with no resulting gaps in coverage.

(j) Foreclosure of any of the Property once such parcel has been acquired by the Redeveloper.

(k) Failure of WOOEP to comply with the terms and conditions of the Tax Agreement.

10.3 Events of Default by Township. Any one or more of the following shall constitute an “**Event of Default**” hereunder, subject to Force Majeure Extension and tolling as provided elsewhere in this Agreement:

(a) Failure of the Township to perform its obligations with respect to Redeveloper Protections as set forth in Article V, and the continuance of such Default for a period of thirty (30) days after Notice from the Redeveloper specifying the nature of such Default and requesting that such Default be remedied; *provided, however*, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the Township is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Agreement specifically provides otherwise.

(b) Material breach of any warranty or representation made by the Township and the continuance thereof for a period of thirty (30) days after Notice from the Redeveloper specifying the nature of such Default and requesting that such Default be remedied; *provided, however*, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the Township is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Agreement specifically provides otherwise.

(c) Failure to comply with the terms and conditions of the Tax Agreement.

10.4 Remedies Upon Event of Default. Whenever any Event of Default of Redeveloper shall have occurred, the Township may, on written notice to Redeveloper (a “**Termination Notice**”) terminate this Redevelopment Agreement and Redeveloper’s designation as Redeveloper hereunder, and take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of Redeveloper under this Agreement. Whenever any Event of Default of the Township shall have occurred, Redeveloper or WOOEP, as the case may be, may take whatever action at law or in equity may be available to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Township under this Agreement. Neither the Township nor the Redeveloper shall be liable for indirect, consequential or special damages of any kind. In the event of a finally adjudicated dispute regarding an Event of Default or Termination Notice, then in addition to damages and other relief the prevailing Party shall be entitled to recover its reasonable attorney’s fees from the other

Party.

10.5 Force Majeure Extension. For the purposes of this Agreement, neither the Township nor Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Township or Redeveloper shall be extended for the period of the delay; *provided, however*, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event plus a reasonable period of time not to exceed sixty (60) days, or such other period of time which may be agreed to by the Township and the Redeveloper, for Redeveloper to re-mobilize its contractors and agents to complete the Project or affected Phase thereof, and Redeveloper's non-performance of such obligation during any such period of time shall not be deemed a default by Redeveloper of its obligations under this Agreement. To invoke the tolling provisions hereunder the party invoking the provisions hereof must give Notice to the other party of the occurrence of a Force Majeure Event as soon as practicable. The tolling period shall be calculated from the date of the Notice.

10.6 No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by the Township in asserting any of its rights or remedies as to any default by Redeveloper, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Township of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

10.7 Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

10.8 Failure or Delay by Either Party. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies as established by this Agreement.

10.9 Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of (i) the designation of the Redevelopment Area, (ii) the Redevelopment Plan, (iii) execution of this Redevelopment Agreement by the Township, or (iv) a financial agreement or RAB for the Project, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure provisions of Section 10.4; *provided, however*, that (a) if such litigation is finally determined in favor of the plaintiff with no further opportunity for

appeal, then either Party may terminate this Agreement by written notice to the other, and (b) if such litigation is not finally determined (inclusive of the expiration of any applicable appeal period) but the Force Majeure Extension has been in effect for at least eighteen (18) months from the date the complaint was filed, either Party may elect to terminate this Agreement by Notice to the other; provided the Redeveloper remains under contract to acquire the Property, if such contract has terminated and Redeveloper cannot secure an extension, then it may terminate this Agreement.

10.10 Events of Default Specific to Phase. To the extent that a Default by Redeveloper occurs which is specific only to a particular Phase of the Project, such Default shall not be considered a Default with respect to any other Phase which has both Commenced Construction and obtained third-party financing in the form of a Permitted Mortgage. Defaults by Redeveloper which are not specific to a particular Phase of the Project (e.g., failure to make payment of escrow deposits to the Township from time to time) shall be considered a Default with respect to all Phases.

ARTICLE XI INSURANCE

11.1 Insurance – General Requirements. At all times during the term of this Agreement the Redeveloper shall maintain, or cause to be maintained, insurance for the mutual benefit of the Township and Redeveloper as their interests may appear:

(a) Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the Township or Redeveloper from becoming a co-insurer within the terms of the applicable policies, and in any event, in amounts not less than 100% of the then full insurable value of the Project;

(b) War risks, when and to the extent that such insurance is generally obtainable from the United States Government or an agency thereof pursuant to the Terrorism Risk Insurance Act, in an amount sufficient to prevent the Township or Redeveloper from becoming a co-insurer within the terms of the applicable policy, and, in any event, in an amount not less than 100% of the then full such lesser amount as insurable value of either the Project or the amount that the United States Government or an agency thereof limits the insured to obtaining, pursuant to the Terrorism Risk Insurance Act;

(c) All claims for bodily injury and property damage, under a policy of commercial general public liability insurance, with such limits as may reasonably be required by the Township from time to time, but not less than \$1 million per occurrence in respect of injury or death and \$2 million per occurrence for property damage, plus excess (“umbrella”) liability policies with coverage of not less than \$10 million.

(d) Workers compensation insurance in an amount not less than \$1,000,000 or such greater amount as may be required under Applicable Laws for employees of Redeveloper and the Contractors.

(e) Such other hazards and in such amounts as the Township may reasonably require provided that such insurance is then customarily maintained in buildings of similar construction, use and class in the area in which the Township-Owned Property is located.

11.2 Insurance – Restrictions. All insurance provided for under this Agreement will be reasonably effected under valid enforceable policies issued by insurers rated “A” or better by A.M. Best and reasonably acceptable to the Township; *provided, however*, that if such insurance is not commercially available Redeveloper’s failure to procure such insurance shall not constitute a Default hereunder. On or before the first Closing Date, a certificate procured by Redeveloper pursuant to Article 11.1 (or certificates thereof) will be delivered to the Township. At least 30 days prior to the expiration date of any policy, the original renewal policy (or certificates thereof) for such insurance will be delivered by the Redeveloper to the Township as aforesaid, together with satisfactory evidence of payment of the premium thereon. All policies referred to in Article 11.1 will, to the extent then generally obtainable, contain agreements by the insurers that (a) such policies may not be canceled except upon 30 days prior written notice to each named insured and loss payee, and (b) the coverage afforded thereby must not be affected by the performance of any work in or about the Property.

11.3 Township as Insured. Each policy of insurance required herein shall name the Township as an additional insured, as its interests may appear.

11.4 Additional Insurance. Nothing in this Article shall prevent the Redeveloper from taking out insurance of the kind and in the amounts and with companies provided for under Article 11.1 or 11.2 under a blanket insurance policy or policies which can cover other properties as well as the Property; provided, however, that any such policy of insurance provided for under Article 11.1 must (a) specify therein, or the Redeveloper shall furnish the Township with a written statement from the insurers under such policies specifying the amount of the total insurance allocated to the Project, which amount will not be less than the amount required by Article 11.1 to be carried, and (b) not contain any clause which would result in the insured thereunder being required to carry insurance with respect to the property covered thereby in an amount equal to a minimum specified percentage of the full insurable value of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with insurer under such policy.

11.5 Deductibles. All insurance provided under this Article XI may contain loss deductible clauses in such maximum amounts as the Township approves in its reasonable discretion.

11.6 Subrogation. All insurance policies obtained pursuant to this Article must include waivers of subrogation against the Township and Redeveloper.

ARTICLE XII COMMUNITY INITIATIVES

12.1 Equal Employment Opportunity. Redeveloper agrees that during construction

of the Project:

(a) Redeveloper will not discriminate against any employee of Redeveloper or applicant for employment because of race, color, religion, sex, or national origin. Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Township that are consistent therewith.

(b) Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) Subcontractors and suppliers to the Project shall include qualified and certified minority enterprises, to the extent qualified subcontractors and suppliers are available consistent with the Project Schedule.

(d) The obligations contained in this Article shall be binding on all contractors and subcontractors to the extent that any work is done by any contractor or subcontractor, and any contract entered into by Redeveloper shall so provide.

12.2 First Source Employment. The Redeveloper shall make good faith efforts to employ and shall provide in its contracts with its contractors and subcontractors that they must make good faith and commercially reasonable efforts to employ residents of Township in the construction of the Project, consistent with market wages and the financial success of the Project. If so requested by the Township, Redeveloper agrees (i) to cooperate with the Township or its designee in developing a plan to coordinate training programs and employment recruitment efforts for Township residents; (ii) to cooperate with efforts to recruit Township residents for all employment opportunities in connection with the Project, including participation in Township job fairs or similar events; and (iii) to meet with appropriate Township officials to determine the status of recruitment and training efforts, and to plan future employment training and recruitment activities.

12.3 Affirmative Action. Redeveloper during the construction of the Project shall use good faith efforts to comply with, and provide in its contracts with its contractors and subcontractors, the following:

(a) When hiring workers in each construction trade, or when engaging contractors, Redeveloper agrees to use its good faith efforts to employ Minority workers and Township residents.

(b) Redeveloper will undertake a program of local preference to facilitate

entering into contracts with and/or purchasing good and services from local merchants and businesses located within the Township, including preferences for local retail and restaurant businesses;

(c) Where applicable, Redeveloper will at all times conform to the laws, regulations, policies of the State, the Federal government, and other governmental bodies with respect to affirmative action and equal employment opportunities requirements, and particularly those which are imposed as a condition to receipt of any government sponsored funding for the Project, notwithstanding any other provision of this Redevelopment Agreement to the contrary.

12.4 Reporting and Enforcement. During construction of the Project, Redeveloper shall use good faith efforts to provide that:

(a) All contracts entered into by the Redeveloper for the construction of the Project shall contain appropriate language to effectuate this Article.

(b) If and as reasonably requested by the Township, or if otherwise required by Applicable Law, Redeveloper and its contractors and subcontractors shall submit periodic reports regarding their compliance with this Article.

ARTICLE XIII PILOT CONTINGENCY & FINANCIAL AGREEMENT; LITIGATION COSTS; 2017 TAX APPEAL

13.1 PILOT Contingency & Financial Agreement. (a) Redeveloper intends to apply to the Township for approval of a financial agreement with respect to Block 155, Lots 40.02 and 42.02 (the “**Financial Agreement**”) providing for, among other things, payments in lieu of taxes (the “**PILOT**”) pursuant to the Long Term Tax Exemption Law and the Redevelopment Area Bond Financing Law. The Township agrees to consider such application in good faith and to consider and pursue in good faith and in accordance with the criteria set forth in the Applicable Laws the issuance of non-recourse redevelopment area bonds (the “**RAB**”) of not more than a total par amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) to provide financial assistance to the Project. The RAB, if issued, may be issued in multiple series, as further described and limited at Exhibit G hereto, and shall comply with the criteria to be set forth in the Financial Agreement and the resolutions, indentures or other agreements to be negotiated providing for and securing the issuance of the RAB. The RAB shall be non-recourse to the Township and shall not in any way require the Township to levy *ad valorem* taxes, whether to pay principal, interest, interest reserves or any other costs or expenses with respect to the RAB. The Redeveloper may utilize the proceeds of the RAB for costs of the Project, including, but not limited to, the construction of Infrastructure Improvements, the construction of the Library Improvements (or in the alternative, payment to the Township of \$1,500,000.00 toward Library Improvements), and construction of the Public Dog Park.

(b) The Township agrees to consider and pursue Redeveloper’s PILOT applications and RAB issuance in good faith, but Redeveloper acknowledges that the Township retains discretion

under Applicable Laws as to whether to grant the PILOT or issue the RAB. If the terms of a mutually acceptable Financial Agreement, RAB financing, and all applicable State approvals in connection therewith have not been obtained by the Contingency Satisfaction Deadline, then either Party may elect to terminate this Agreement by providing Notice to that effect to the other Party (the “**PILOT Contingency**”).

13.2 Litigation Costs. (a) All litigation costs incurred by the Township arising out of or in connection third party litigation challenging this Agreement or any RAB, PILOT or Financial Agreement hereunder or implementation thereof (including but not limited to reasonable attorneys’ fees and other reasonable out of pocket costs incurred in the defense of such litigation or dispute resolution in connection therewith, “**Litigation Costs**”) shall constitute Township Costs that Redeveloper is obligated to pay pursuant to the terms of this Agreement. The Township agrees to cooperate with Redeveloper in the defense of such litigation.

(b) With respect to third party litigation challenging (i) designation of the Redevelopment Area as an area in need of redevelopment; or (ii) the Redevelopment Plan, then from time to time during the pendency of such litigation and as requested by the Township Redeveloper shall deposit into the Escrow Account an amount reasonably estimated by the Township to cover one half (1/2) of the Litigation Costs in connection therewith. If such litigation is finally and conclusively resolved in favor of the Township, Redeveloper shall reimburse the Township for the Township’s share of the Litigation Costs. The reimbursement obligations of the Parties pursuant to this Section 13.2 shall survive termination of this Agreement.

13.3 Redeveloper’s Indemnification of Township. In amplification and not limitation of the definition of Township Costs and any other indemnity obligation pursuant to this Agreement, and except as otherwise set forth above in Section 13.2(b) with regard to certain Litigation Costs, Redeveloper hereby agrees to indemnify and shall pay, protect and hold the Township harmless from and against all liabilities, losses, claims, demands, costs, expenses (including reasonable attorneys’ fees and expenses) and judgments of any nature arising, or alleged to arise, from or in connection with this Agreement; *provided, however*, that such liability, loss, claim, demand, cost or expense is not the result of gross negligence or willful misconduct of the Township or its officers, employees, agents or representatives. Redeveloper’s obligation to indemnify the Township pursuant to this Section shall survive conveyance of title to the Acquisition Parcels to Redeveloper and any termination of this Redevelopment Agreement.

13.4 Township's Indemnification of the Redeveloper. Township hereby agrees to indemnify and shall pay, protect and hold the Redeveloper harmless from and against all liabilities, losses, claims, demands, costs, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature arising, or alleged to arise, from or in connection with the Public Dog Park or Library Improvements, arising or caused after the conveyance of the Public Dog Park and Lot 41.02, provided however, that such liability, loss, claim, demand, cost or expense is not the result of gross negligence or willful misconduct of the Redeveloper or its officers, employees, agents or representatives. The Township's obligation to indemnify the Redeveloper pursuant to this Section shall survive conveyance of the Public Dog Park and Lot 41.02 to the Township and any termination of this Redevelopment Agreement post-closing on the Public Dog Park and Lot 41.02.

13.5 2017 Tax Appeal Liability. WOOEP shall be responsible for any and all refunds of overpaid real estate taxes, the reasonable fees of experts retained by the Township, including but not limited to a real estate appraiser, and the reasonable fees of an attorney retained by the Township (at an hourly rate not to exceed \$350) that are incurred by the Township in connection with its defense of the 2017 real estate tax appeals pending in the Tax Court of New Jersey (the "**Tax Court**") challenging the assessments on Lots 40.02, 41.02, 42.01 and 42.02 in Block 155 (the "**2017 Tax Appeals**"). WOOEP agrees to pay, or reimburse the Township for, such expenses upon presentation of reasonably detailed invoices. The Township agrees not to settle the 2017 Tax Appeals, or any of them, without the prior written consent of the Redeveloper and WOOEP. If the Redeveloper and WOOEP instruct the Township to settle the 2017 Tax Appeals, or any of them, the Township agrees to settle same in accordance with such instructions. If requested by the Redeveloper or WOOEP, the Township agrees to defend any appeal from a judgment or judgments entered in the Tax Court and to appeal, and prosecute such appeal to conclusion, and to appeal from, and prosecute such appeal to conclusion, any adverse decision with respect to the 2017 Tax Appeals, or any of them (which appeal(s) shall be at WOOEP's expense), upon receipt of instructions from WOOEP or the Redeveloper to do so. WOOEP reserves the right to appoint co-counsel to the Township of WOOEP's choosing to assist in the defense of the 2017 Tax Appeals, or any of them, at the trial level and to assist in the prosecution or defense of any appeal from a judgment or judgments entered in the Tax Court, at WOOEP's sole cost and expense. Under no circumstances shall WOOEP be entitled to any monies, refunds, interest or other benefits in the event of a judgment or other resolution of the 2017 Tax Appeals.

ARTICLE XIV MISCELLANEOUS

14.1 Cooperation. The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. The Township further agrees to cooperate as may be reasonably requested by any mortgagee of the Redeveloper in connection with obtaining financing for the Project; *provided, however*, that all costs and expenses of such cooperation by the Township shall constitute Township Costs.

14.2 Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Redevelopment Agreement or any Project, nor participate in any decision relating to the Redevelopment Agreement or any Project which is prohibited by law.

14.3 No Consideration For Agreement. The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Redevelopment Agreement.

14.4 Non-Liability of Officials and Employees of the Township. No member, official or employee of the Township shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

14.5 Non-Liability of Officials and Employees of the Redeveloper. No member, officer, shareholders, director, partner or employee of the Redeveloper, and no member, officer, shareholders, director, partner or employee of the members of the Redeveloper or the members of the Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or their successors, on any obligation under the terms of this Redevelopment Agreement.

14.6 Inspection of Books and Records.

(a) The Township shall have the right upon reasonable request and at all reasonable times to inspect the books and records of the Redeveloper pertinent to the purposes of this Redevelopment Agreement.

(b) The Redeveloper shall have the right at all reasonable times to inspect the books and records of the Township pertinent to the purposes of this Redevelopment Agreement.

(c) Such inspections must be for a legitimate business purpose affecting the material interest of the party seeking the inspection.

(d) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the party whose books and records are being inspected.

14.7 Time of the Essence. Any other provision of this Agreement notwithstanding, the Township reserves its right to serve a “time of the essence” notice as permitted under and in accordance with Applicable Law.

14.8 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Redeveloper and the Township.

14.9 Notices. A notice, demand or other communication required to be given under this Redevelopment Agreement by any Party to the other (the “**Notice**”) shall be in writing and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with receipt acknowledged) to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the Township:

Township of West Orange
66 Main Street
West Orange, New Jersey 07052-5313
ATTN: Mayor Robert D. Parisi and John Sayers, Business Administrator

With copies to:

Richard Trenk, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

As to the Redeveloper:

Green Essex Partners Urban Renewal, LLC
c/o BNE Real Estate Group
16 Microlab Road, Suite A
Livingston, New Jersey 07039

With a copy to:

Francis X. Regan, Esq.
DeCotiis, FitzPatrick, Cole & Giblin, LLP
Glenpointe Centre West
500 Frank W. Burr Boulevard, Suite 31
Teaneck, New Jersey 07666

From time to time either party may designate a different person or address for all the purposes of this Notice provision by giving the other party no less than ten (10) days' notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon receipt or rejection of delivery by the addressee.

14.10 Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

14.11 Severability. The validity of any Articles and Section, clause or provision of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

14.12 Successors Bound. This Redevelopment Agreement shall be binding upon the respective parties hereto and their permitted successors and assigns.

14.13 Governing Law; Jurisdiction and Venue; Jury Trial Waiver. This Redevelopment Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Essex County, New Jersey, and Redeveloper hereby waives all objections to such venue. Redeveloper, Guarantor and the Township, for themselves and their successors and assigns, hereby waive trial by jury in any action arising out of or in connection with this agreement.

14.14 Counterparts. This Redevelopment Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

14.15 Exhibits. Any and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

14.16 Entire Agreement. This Redevelopment Agreement constitutes the entire Redevelopment Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof.

14.17 Waiver. No waiver made by any party with respect to any obligation of any other party under this Redevelopment Agreement shall be considered a waiver of any other rights of the party making the waiver beyond those expressly waived in writing and to the extent thereof.

14.18 No Survival. None of the rights and obligations of the Parties or WOOEP survive termination of this Agreement unless expressly provided otherwise.

14.19 Dispute Resolution. Unless emergent relief is needed, any party may initiate mediation to resolve a dispute by sending the other parties a notice in writing. The party

requesting mediation shall provide a list of three or more people to serve as mediator, all of which who have no monetary or personal relationship with the lawyers or parties. The other parties have 10 days from receipt of the list to pick one of the three people listed to serve as mediator, which selection shall be communicated in writing to the other party. In the event the other party does not pick one of the three people listed to serve as mediator, the party requesting mediation may select from the list. The hourly rate for the mediator shall not exceed \$600.00 per hour, which shall be split pro rata between the parties. If the mediation has not been resolved to conclusion within thirty (30) days from the notice initiating mediation, then any party may initiate litigation.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

**TOWNSHIP OF WEST ORANGE,
NEW JERSEY**

Attest

By: _____
Robert D. Parisi, Mayor

Witness:

**GREEN ESSEX PARTNERS URBAN
RENEWAL, LLC**

By: _____

The undersigned joins in this Agreement solely for the purpose of agreeing to perform its express obligations under Article III, Section 10.2k and Section 13.5 of this Agreement, subject however, to the terms and conditions of this Agreement and the performance by the Parties of their respective obligations hereunder.

Witness:

**WEST ORANGE OFFICE EXECUTIVE
PARK, LLC**

By: _____

EXHIBIT A
PUBLIC DOG PARK
APPROXIMATE LOCATION ON PROPERTY

EXHIBIT B
LOT 41.02 METES AND BOUNDS

EXHIBIT C
INFRASTRUCTURE IMPROVEMENTS

EXHIBIT D
PROJECT SCHEDULE

Estimated Construction Schedule

Estimated project schedules if constructed in one phase

Submission of site plan application	3/1/2020
Receipt of all approvals for project	4/1/2021
Commencement of construction	6/1/2021
Completion of construction	6/1/2024

Estimated Project Schedule if the project is Phased

Submission of site plan application	3/1/2020
Receipt of all approvals for project	4/1/2021
Phase 1 Commencement of Construction (Approximately 300 units)	6/1/2021
Phase 1 Completion of Construction	9/1/2023
Phase 2 Commencement of Construction (Approximately 125 units)	1/1/2025
Phase 2 Completion of Construction	1/1/2027

EXHIBIT E
INCUMBENCY CERTIFICATE

EXHIBIT F
FORM DECLARATION OF COVENANTS AND RESTRICTIONS

Record and Return to:
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068
Attention: Richard Trenk, Esq.

DECLARATION OF COVENANTS AND RESTRICTIONS

Block 155, Lots 40.02 and 42.02 in the Township of West Orange, New Jersey (the “**Property**”)

This Declaration of Restrictions is made this ____ day of _____, 2019 by and between the **TOWNSHIP OF WEST ORANGE** (the “**Township**”), a municipal corporation of the State of New Jersey having its offices at 66 Main Street, West Orange, New Jersey 07052, in its capacity as redevelopment entity pursuant to *N.J.S.A. 40A:12A-4(c)*;

and

GREEN ESSEX PARTNERS URBAN RENEWAL, LLC, a limited liability company of the State of New Jersey, with an address of c/o BNE Real Estate Group, 16 Microlab Road, Suite A, Livingston, New Jersey 07039 8 (together with permitted successors or assigns hereinafter provided, referred to as the “**Redeveloper**”).

W I T N E S S E T H

WHEREAS, the Township, adopted Resolution 17-18 on January 9, 2018 designating, Block 155, Lots 40.02, 40.03, 41.02, 42.02, and Block 155.21, Lot 40 as a non-condemnation “area in need of redevelopment” (the “**Redevelopment Area**”) pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”); and

WHEREAS, in accordance with the Redevelopment Law, the Township adopted Ordinance 2573-19 on June 11, 2019 enacting a redevelopment plan for the Redevelopment Area entitled “Essex Green-Executive Drive Redevelopment Plan” and dated May 1, 2019 (as further amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Redeveloper is the contract purchaser of Block 155, Lots 40.02 and 42.02 (the “**Property**”) and submitted a proposal to the Township to be designated by the Township as redeveloper for the Property; and

WHEREAS, the Redeveloper entered an agreement in order to develop, construct and implement that certain Project defined in the redevelopment agreement executed by and between the Township and the Redeveloper dated _____ (the “**Redevelopment Agreement**”) in accordance with N.J.S.A. 40A:12A-8(f) of the Redevelopment Law; and

WHEREAS, N.J.S.A. 40A:12A-9(a) of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that “. . . the owner shall construct only the uses established in the current redevelopment plan . . .”; and

WHEREAS, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Restrictions and said declaration be recorded in the office of the Essex County Clerk,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that, subject to the terms of the Redevelopment Agreement:

(a) Redeveloper shall construct the Project on the Property in accordance with, and subject to the terms of, the Redevelopment Plan, the Redevelopment Agreement and all Applicable Laws.

(b) Redeveloper shall not use the Property or any part thereof in a manner that is not in all material respects consistent with the Redevelopment Plan, the Approvals and the Redevelopment Agreement. Redeveloper will construct only those uses established in the Redevelopment Plan or as the Redevelopment Plan may be modified, in writing, by the Township from time to time in accordance with the Redevelopment Law.

(c) Except as permitted in paragraph (d) below, prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to N.J.S.A. 40A:12A-9(a), Redeveloper shall not, without the prior written consent of the Township, which the Township shall not unreasonably withhold, condition or delay: (i) effect or permit any change, directly or indirectly, in the majority ownership of more than fifty percent (50%) of control of Redeveloper (whether in one transaction or by virtue of the combined effect of more than one transaction), provided, however, that the Township will not unreasonably withhold consent to a transfer of a majority or greater interest in Redeveloper (or in an Affiliate of Redeveloper) to a reputable financial institution for *bona fide* financing purposes, provided that the current members of Redeveloper remain in day-to-day control of the entity, (ii) assign or attempt to assign the Redevelopment Agreement or any rights therein or in the Property, (iii) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Property or the Redevelopment Project; or (iv) pledge, or transfer all or substantially all of its assets

(collectively, a “**Transfer**”). If Redeveloper proposes a Transfer, other than as set forth above, Redeveloper will promptly provide to the Township for its consideration any information or documentation reasonably requested by the Township pertaining to the transferee’s identity, principals, qualifications, reputation and financial condition. If a Transfer is approved by the Township, the transferee, by written document acceptable in form and substance to the Township, for itself and its successors and assigns, and for the benefit of the Township, shall expressly assume all of the obligations of Redeveloper under the Redevelopment Agreement applicable to the property interest conveyed with such sale, assignment or transfer and shall agree to be subject to all the conditions and restrictions to which Redeveloper is subject hereunder, including the restrictions regarding the right to subsequent transfers. All relevant instruments and other legal documents proposed to effect any such transfer shall be submitted to the Township and if the transferee is approved by the Township, such approval shall be indicated to Redeveloper in writing.

(d) Redeveloper, without violating the provisions of paragraph (c), may, subject to the requirements of N.J.S.A. 40A:12A-9(a) effect the following Transfers, to which the Township hereby consents upon receipt of notice thereof, without the necessity of further action by the Township (the “**Permitted Transfers**”): (i) Transfers to an Affiliate of Redeveloper; (ii) leases to residential tenants; (iii) mortgages to secure Institutional Financing for the construction of the Redevelopment Project; (iv) environmental covenants and restrictions imposed by DEP as a condition of any permit or Approval; (v) any direct or indirect transfer of any interest in Redeveloper to a Person not presently holding an interest in Redeveloper, provided that the transfer is for less than fifty percent (50%) of the ownership interest of Redeveloper and otherwise does not change the control of Redeveloper; (vi) granting of easements, deed restrictions and licenses required for utilities or in connection with any Approvals; (vii) transfers by means of inheritance, devise or bequest or by operation of law upon an Immediate Family Member, or a trust established for the benefit of such Immediate Family Member; and (viii) any contract or agreement which effectuates any of the foregoing exceptions. With respect to any of the Permitted Transfers listed in this Section, Redeveloper shall provide to Township written notice within thirty (30) days of such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee parties, individuals and/or entities involved.

(e) Upon issuance of a Certificate of Completion for the Redevelopment Project, Redeveloper shall have the right to sell its interest in the real property.

(f) Redeveloper shall design, implement, complete and operate the Redevelopment Project in compliance with the Redevelopment Agreement and all other Applicable Laws, ordinances, Approvals, rules, regulations and requirements applicable thereto including, but not limited to, such zoning, sanitary, pollution, health, environmental and safety ordinances, laws and such rules and regulations thereunder as shall be binding upon Redeveloper under Applicable Laws. Without limiting the foregoing, Redeveloper shall comply at its own expense with all stormwater regulations, including but not limited to, those pertaining to detention, recharge and water quality.

(g) Redeveloper shall not unlawfully discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, sex, affectional or sexual orientation in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Redeveloper itself, or any person claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees on the Property.

(h) Redeveloper shall not use the Property, or any part thereof, as security or collateral for an unrelated transaction.

Section 3. It is intended and agreed that the covenants and restrictions set forth in Section 2 shall be covenants running with the land. All covenants in Section 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set for in Section 2 shall cease and terminate upon the issuance of a Certificate of Completion for such Improvements, provided however, that the covenants in 2(g) shall remain in effect without limitation as to time.

Section 4. It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Covenants and Restrictions to be executed in their names by their duly authorized officials or managers, as the case may be, and their corporate seals to be hereunto affixed attested to by their duly authorized officers all as of the date first written above.

Attest:

TOWNSHIP OF WEST ORANGE

Township
Clerk

By:_____
Name: Robert D. Parisi
Title: Mayor

Attest:

**GREEN ESSEX PARTNERS URBAN
RENEWAL, LLC**

By:_____
Name:
Title:

STATE OF NEW JERSEY :

: ss.:

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this ____ day of _____, 2019 before me, the subscriber, a Notary Public of New Jersey, personally appeared Robert D. Parisi, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Mayor of the **TOWNSHIP OF WEST ORANGE, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the Township of West Orange and said Instrument was signed and delivered by said Mayor as and for the voluntary act and deed of said entity.

Notary or Attorney At Law
The State of New Jersey

STATE OF NEW JERSEY :

: ss.:

COUNTY OF :

BE IT REMEMBERED, that on this ____ day of _____, 2019 before me, the subscriber, a Notary Public of New Jersey, personally appeared _____, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he is the Managing Member of **GREEN ESSEX PARTNERS URBAN RENEWAL LLC**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said Managing Member as and for the voluntary act and deed of said entity.

Notary or Attorney At Law
The State of New Jersey

EXHIBIT G
PILOT AND RAB

Term of PILOT: The lesser of 35 years from execution of the Financial Agreement or 30 Years from Substantial Completion

LTTE PILOT
Calculation:

In consideration of the exemption from taxation for the Improvements and Land, during the Exemption Term, the Entity shall pay to the Township an Annual Service Charge calculated as the greater of the AGR Calculation, the TOD Calculation or the Unpledged Annual Service Charge as follows:

(a) The AGR Calculation (the “**AGR Calculation**”) for any given year shall be calculated as follows:

i. Stage One: From the Annual Service Charge Start Date until the tenth (10th) anniversary of the Annual Service Charge Start Date, the AGR Calculation shall be 10.5% of AGR;

ii. Stage Two: From the first day after the tenth (10th) anniversary of the Annual Service Charge Start Date until the twentieth (20th) anniversary of the Annual Service Charge Start Date, the AGR Calculation shall be 11.5% of AGR;

iii. Stage Three: From the first day after the twentieth (20th) anniversary of the Annual Service Charge Start Date until the thirtieth (30th) anniversary of the Annual Service Charge Start Date, the AGR Calculation shall be 12.5% of AGR.

(b) The TOD Calculation (the “**TOD Calculation**”) for any given year shall be calculated as follows:

i. Stage One: From the Annual Service Charge Start Date until the fifteenth (15th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 0% of the amount of the taxes otherwise due on the value of the Property and the Improvements;

ii. Stage Two: From the first day after the fifteenth (15th) anniversary of the Annual Service Charge Start Date until the twentieth (20th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 20% of the amount of the taxes otherwise due on the value of the Property and the Improvements;

iii. Stage Three: From the first day after the twentieth (20th) anniversary of the Annual Service Charge Start Date until the

twenty-sixth (26th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 40% of the amount of the taxes otherwise due on the value of the Property and the Improvements;

iv. Stage Four: From the first day after the twenty-sixth (26th) anniversary of the Annual Service Charge Start Date until the twenty-ninth (29th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 60% of the amount of the taxes otherwise due on the value of the Property and the Improvements;

v. Stage Five: From the first day after the twenty-ninth (29th) anniversary of the Annual Service Charge Start Date until the thirtieth (30th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 80% of the amount of the taxes otherwise due on the value of the Property and the Improvements.

(b) The Unpledged Annual Service Charge as defined in the Financial Agreement.

RAB Amount:	Not to exceed \$4.5 million
Bond:	\$4.5 million
RAB Term:	30 years
Security:	Pledged Annual Service Charges RABs will be non-recourse to the Township
RAB Issuance:	Within 30 days after the acquisition of Block 155, Lots 40.02 and 42.02 by the Redeveloper. The Bond, or pro rata portion on a per unit basis (see Exhibit G1 for examples), shall begin to accrue interest upon issuance of a Certificate of Occupancy for the Project, or a portion of the Project.
Costs of Issuance:	All costs of issuance of the Bonds, including all reasonable costs of all professionals of the Township, including bond counsel, municipal advisor, general counsel and any other professional reasonably required in order to lawfully authorize and issue the Bond, shall be paid by WOOEP, either from Bond proceeds, WOOEP payments, or a combination of both. The professionals shall be compensated in accordance with their fee agreements with the Township at the time of issuance.
Interest Rate:	5.75%
Proceeds:	The Bond proceeds will be used to pay, in the following order: (1) \$1.5 million to the Township for construction of the Library Improvements, and (2) subject to payment of the costs of issuance (above), the remainder

to the Redeveloper for construction of the Infrastructure Improvements and Public Dog Park. Pursuant to an escrow agreement or construction agreement to be entered into by the Township, WOOEP and the Redeveloper, the Township shall deposit the \$1.5 million in an interest-bearing trust account pending payment to the Redeveloper or another contractor for the construction of the Library Improvements. Any interest accrued on the \$1.5 million shall be paid to WOOEP.

Flow of Funds: The Redeveloper will make all Pledged Annual Service Charges to the Township. The Township will make payment to the RAB holders from the Pledged Annual Service Charges so received by the Township. The Township will only be responsible for remitting the debt service payment if the Pledged Annual Service Charge has been collected by the Township.

Maturity Schedule:	Year 1	\$258,750
	Year 2	\$288,750
	Year 3	\$327,025
	Year 4	\$323,000
	Year 5	\$323,975
	Year 6	\$324,663
	Year 7	\$325,063
	Year 8	\$325,175
	Year 9	\$325,000
	Year 10	\$324,538
	Year 11	\$323,788
	Year 12	\$327,750
	Year 13	\$326,138
	Year 14	\$324,238
	Year 15	\$327,050
	Year 16	\$324,288
	Year 17	\$326,238
	Year 18	\$327,613
	Year 19	\$323,413
	Year 20	\$323,925
	Year 21	\$323,863
	Year 22	\$328,225
	Year 23	\$326,725
	Year 24	\$324,650
	Year 25	\$327,000
	Year 26	\$323,488
	Year 27	\$324,400
	Year 28	\$324,450
	Year 29	\$323,638
	Year 30	\$311,963

Subject to pro rata adjustment for percent of units that obtained certificates of occupancy.

EXHIBIT H
TAX AGREEMENT

EXHIBIT I
FORM RIGHT OF ENTRY AGREEMENT

Right of Access Agreement

Right of Access Agreement (this “Agreement”) between **WEST ORANGE OFFICE EXECUTIVE PARK LLC**, with offices at 782 Lyons Avenue, Irvington, New Jersey 07111, referred to in this Agreement as “**Owner**,”

- and -

THE TOWNSHIP OF WEST ORANGE, NEW JERSEY, with offices at 66 Main Street, West Orange, New Jersey 07052, referred to in this Agreement as “**Entrant**.”

Background

A. Owner is the owner of the premises listed in Exhibit A attached hereto (the “Premises”).

B. In anticipation of a possible acquisition of the Premises, Entrant desires a right of access to the Premises for itself and its consultants (“Consultants”) for the purpose of performing certain investigatory activities at the Premises.

C. Owner is willing to grant Entrant and Consultants a limited right of access to the Premises upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

Definitions

A. “Business Day” means any day other than a Saturday, Sunday or a day on which national banking associations are authorized or required to close.

B. “Effective Date” shall mean the date of this Agreement, as provided below.

C. “Environmental Documents” means all documentation in the possession or under the control of Entrant, its employees, agents, contractors, environmental consultants, or all of them, concerning the environmental condition of the Premises or its environs.

D. “Environmental Laws” means each and every federal, state, county and municipal statute, ordinance, rule, regulation, order, directive or requirement, now existing or hereafter enacted or promulgated, together with all amending and successor statutes, ordinances, rules, regulations, orders, directives or requirements, of any Governmental Authority, in any way related to any solid, liquid, gaseous or thermal contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, petroleum products or byproducts, asbestos, PCBs, phosphates,

lead or other heavy metals, urea formaldehyde foam insulation, radon gas, any solid or liquid wastes (including hazardous wastes), hazardous air pollutants, hazardous substances, hazardous chemical substances and mixtures, toxic substances, pollutants and contaminants.

E. “Governmental Authority” means the federal, state, county or municipal government, and any department, agency, bureau or other similar type body obtaining authority therefrom or created pursuant to any Environmental Laws.

F. “LSRP” means a Licensed Site Remediation Professional, as defined in the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., and the rules and regulations promulgated thereunder.

Right and Conditions of Access

1. Owner hereby grants to Entrant and Consultants the non-exclusive and limited right to enter upon the Premises to perform certain investigatory activities at the Premises (the “Activities”), at the sole cost and expense of Entrant, but only upon the terms and conditions set forth in this Agreement.

2. Performance of the Activities shall be coordinated with a representative of Owner to minimize interference with normal operation of the Premises. All Activities shall be performed at such times and on such days of the week as Owner shall determine in its sole and absolute discretion and shall be performed in a manner that will not have any adverse effect on Owner, tenants or any other person or entity obtaining rights of use and occupancy through Owner, their respective agents, employees or invitees, or all of them.

3. Entrant shall, at its sole cost and expense, promptly remove and dispose of off of the Premises, in accordance with all Environmental Laws, all equipment, material, soil, water and debris associated with the collection of samples from the Premises.

4. Entrant shall not engage, consult with or utilize, and shall ensure that Entrant’s Consultants, do not engage, consult with or utilize, a LSRP in connection with the Activities, provide any LSRP access to the Premises, or engage any LSRP to review the results of the Activities or any information or documentation related to the Activities or the Premises without Owner’s prior consent, which may be granted in Owner’s sole and absolute discretion.

5. All Activities performed at the Premises by or on behalf of Entrant shall, once begun, be completed with reasonable diligence and paid for in full by Entrant, free and clear of all construction or other liens and encumbrances, and shall be performed in accordance with all applicable statutes, ordinances, rules, regulations, orders and requirements of any Governmental Authority, including without limitation Environmental Laws. All Activities performed by or on behalf of Entrant shall be done in a good and workmanlike manner, and in such a manner so as not to cause any damage to the Premises or interference with the use and occupancy of the Premises by Owner, tenants or any other person or entity obtaining rights of use and occupancy through Owner, or their respective agents, employees or invitees. Entrant shall, to the reasonable satisfaction of Owner, and at such times and upon such terms and conditions as Owner shall determine in its sole and absolute discretion, either repair or replace, as the case may be, any

damage done to the Property during any entry, and shall substantially restore the Property to its original condition at the time the entry commenced.

6. Prior to each entry upon the Premises, Entrant shall:

(a) Furnish or cause to be furnished to Owner, and cause to be maintained and kept in effect, and without expense to Owner, at all times that any entry is made upon the Premises, evidence of insurance (which may be in the form of certificates of insurance (e.g., an ACCORD 25)) against claims for personal injury (including death), and property damage, under a policy or policies of commercial general public liability insurance of not less than \$1,000,000 in respect to bodily injury (including death), and not less than \$3,000,000 of excess liability insurance, naming Owner as an additional insured, which requirement may be satisfied by “excess insurance” or “umbrella insurance.” Each policy shall be on an occurrence basis and not on a claims made basis. Each policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to Owner, and each policy shall be issued by a recognized, responsible insurance company licensed to do business in the State of New Jersey. Proof of payment of the premium of each policy and each replacement policy shall also be delivered to Owner.

(b) Furnish or cause to be furnished to Owner and cause to maintained and kept in effect, without expense to Owner, at all times that any entry is made upon the Premises, evidence of adequate workers’ compensation insurance in statutory limits to cover employees of Entrant and any of the Consultants engaged in Activities at the Premises.

(c) Furnish or cause to be furnished to Owner and cause to be maintained and kept in effect, without expense to Owner, at all times that any entry is made upon the Premises for purposes of any permitted invasive testing or sampling, evidence of contractor’s pollution liability insurance of not less than \$2,000,000, naming Owner, Owner’s Parties and Owner’s mortgagee, if any, as additional insureds. Each policy shall be on an occurrence basis and not on a claims made basis. Each policy shall provide that it cannot be cancelled without at least thirty (30) days prior written notice to Owner, and each policy shall be issued by a recognized, responsible insurance company licensed to do business in the State of New Jersey. Proof of payment of the premium of each policy and each replacement policy shall also be delivered to Owner.

7. Prior to each entry upon the Premises, Entrant shall, at least three (3) Business Days in advance of each entry if such entry pertains to any permitted invasive, physical testing, and at least one (1) Business Day in advance of all other entries, notify Owner, in writing, which notice may be by email to [_____]; and tdenitzio@greenbaumlaw.com and which shall set forth in reasonable detail:

(a) the date and time of the proposed entry upon the Premises;

(b) the identity of all known persons and entities who will enter upon the Premises on Entrant’s behalf;

- (c) the nature, location and extent of all Activities to be performed upon the Premises;
- (d) whether the persons entering upon the Property shall be wearing any environmental protective gear; and
- (e) the estimated duration of the entry.

Entrant shall not have the right to conduct any physical, invasive testing without Owner's prior written approval, which shall be in Owner's sole and unfettered discretion. Owner shall not have any approval right with respect to any other notification provided for in this Section 7, but shall have the right to have a representative present during any such entry and to take split samples.

8. Owner shall have the right to terminate this Agreement with respect to any Property, with or without cause, and without any liability to Entrant, upon written notice to Entrant.

9. Upon request, Entrant shall deliver to Owner copies of all Environmental Documents generated by the Activities. This paragraph 9 shall survive termination of this Agreement.

10. The Activities, including the results of all sampling and all documents generated with respect to these activities (the "Confidential Information"), shall be kept confidential by Entrant and its Consultants and the employees, agents and contractors. If disclosure of the Confidential Information is required pursuant to law, or pursuant to court or other administrative process, then Entrant, its employees, agents or contractors, as the case may be, shall give immediate written notice to the Owner, specifying to whom and why such disclosure is required, and no such disclosure shall be made if Owner objects, unless and until a determination requiring the disclosure is made by a court of competent jurisdiction. Owner shall have the right to interpose all objections that Owner may have to the disclosure, and Entrant shall, and shall cause Entrant's Consultants and the employees, agents and contractors, at no cost to Owner, to reasonably cooperate with Owner in connection with such objections, including giving testimony and signing affidavits, certifications or other documentation as may be required by Owner, provided the information contained in the affidavits, certifications or other documentation is true and accurate. Prior to the initial entry upon the Property, Entrant shall advise anyone acting on behalf of Entrant, including the Consultants, of the terms of this confidentiality provision and their obligation to be bound by it. This confidentiality provision shall survive the expiration or earlier termination of this Agreement but shall terminate at the earlier of one (1) year from the date hereof or the Rooney Closing as defined in that certain First Amendment to the Amended and Restated Real Estate Contract between Owner and BNE Acquisitions, LLC (the "First Amendment").

11. Entrant shall indemnify, defend and hold Owner and its partners, members, officers, directors, shareholders, agents and employees harmless from and against all claims, liabilities, losses, penalties, damages and costs, foreseen or unforeseen, including, without limitation, reasonable legal, engineering and other professional or expert fees and expenses which any or all them may incur, resulting directly or indirectly, wholly or partly, from the access granted hereunder, the Activities, or any action or non-action by or on behalf of Entrant or any

Consultant, or both, including without limitation any breach by a Consultant or anyone else acting on behalf of Entrant to comply with the confidentiality provisions of this Agreement. Entrant releases and covenants not to sue Owner with respect to any personal injury or property damage suffered by Entrant, Consultant, the employees, representatives, agents and/or any third party, resulting directly or indirectly, wholly or partly, from the breach, the access, the Environmental Activities or any action or non-action by or on behalf of Entrant Consultant or both unless caused by the gross negligence or willful misconduct of Owner. This paragraph 11 shall survive termination of this Agreement.

12. All notices or other communications required or permitted hereunder shall be in writing, and shall be given by any nationally recognized overnight delivery service with proof of delivery, sent to the intended addressee at the addresses set forth below, or to such other addresses or to the attention of such other persons as the addressee will have designated by written notice sent in accordance herewith. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement will be as follows:

If to Owner: West Orange Office Executive Park LLC
782 Lyons Avenue
Irvington, New Jersey 07011
Attn: Mark Berger

With copies to:

Greenbaum Rowe Smith & Davis LLP
99 Wood Avenue South
Iselin, New Jersey 08830
Attention: Thomas J. Denitzio, Jr., Esq.

If to Entrant: Township of West Orange
66 Main Street
West Orange, New Jersey 07052-5313
ATTN: Mayor Robert D. Parisi and
John Sayers, Business Administrator

With a copy to:

Richard Trenk, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

Notices given by overnight delivery service as aforesaid shall be deemed received and effective on the first Business Day following such dispatch. Notices may be given by counsel for the parties described above, and such notices shall be deemed given by said party for all purposes hereunder.

13. The right of access shall automatically terminate at 5 p.m. on the earlier of the date the Redevelopment Agreement is terminated or the date on which the Rooney Closing (as defined in the First Amendment) occurs.

14. All obligations imposed upon Entrant shall survive the expiration or earlier termination of this Agreement but shall terminate at the earlier of (i) one (1) year from the date hereof or (ii) the Rooney Closing.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No change, addition or modification to this Agreement shall be effective unless signed in writing by all parties.

16. Entrant and Consultants shall not assign any rights or delegate any responsibility imposed under this Agreement.

17. In all references in this Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender and number as the text of this Agreement may require.

18. This Agreement shall be binding upon Entrant, its successors and permitted assigns and shall inure to the benefit of Owner, its successors and assigns.

19. This Agreement may be executed in multiple counterparts, each of which, when assembled to include a signature for each party contemplated to sign this Agreement, will constitute a complete and fully executed Agreement. All such fully executed counterparts will collectively constitute a single agreement. The delivery of an executed counterpart of this Agreement via electronic means, such as e-mail or facsimile, shall be as legally binding on the party so delivering same as the delivery of a counterpart bearing an original signature.

20. Entrant and Consultant shall not record this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

In Witness Whereof, the parties have duly executed and delivered this Agreement as of December _____, 2018.

Owner

West Orange Office Executive Park, LLC
a Delaware limited liability company

By: West Orange Office Executive Park Mezz
LLC, a Delaware limited liability company, sole
member

By: West Orange Office Executive Park LLC,
a New Jersey limited liability company,
managing member

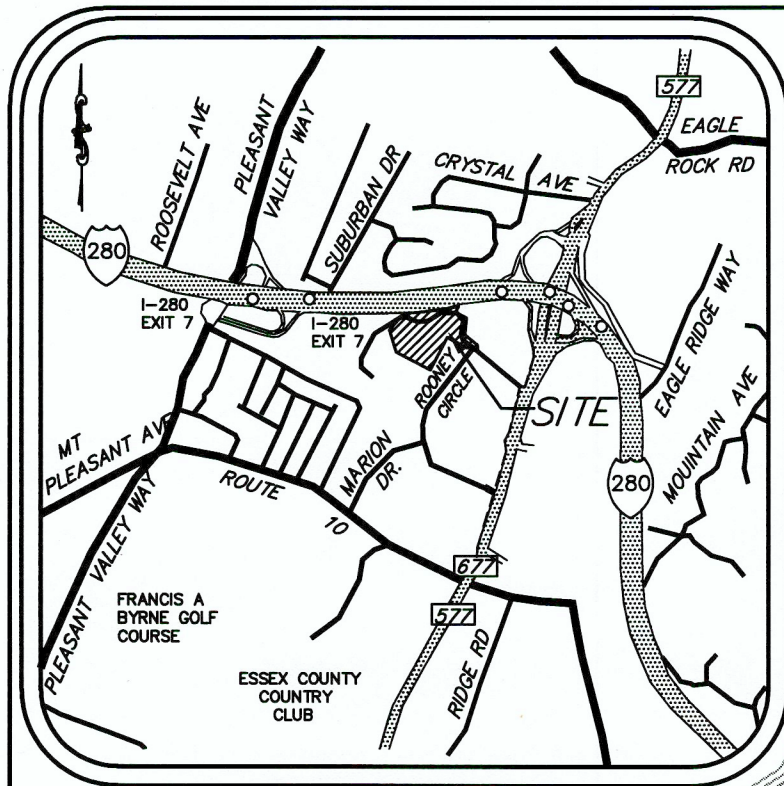
By: Dolphin Management LLC
a New Jersey limited liability company,
sole member

By: _____
Name: Moses Berger, as Sole Manager of
Dolphin Management LLC

Entrant

**TOWNSHIP OF WEST ORANGE,
NEW JERSEY**

By: _____
Robert D. Parisi, Mayor



VICINITY MAP

LOT 42.01 BLOCK 155
NOW OR FORMERLY
WEST ORANGE OFFICE EXECUTIVE PARK

EXECUTIVE DRIVE
50' PRIVATE RIGHT OF WAY
DEED BOOK 4578 PAGE 187

18 SANITARY SEWER
DEED BOOK 4578 PAGE 187

200 EXECUTIVE DRIVE
LOT 42.02 BLOCK 155
NOW OR FORMERLY
WEST ORANGE OFFICE EXECUTIVE PARK

MISCELLANEOUS NOTES

THE BASIS OF BEARINGS OF THIS SURVEY IS BASED ON DEED BOOK 12386 PAGE 4218 AND IS REFLECTED IN THE TITLE LEGAL DESCRIPTION. THE BEARING IS DENOTED AS BEARING DIRECTION

THE TABLE BELOW DESCRIBES THE TYPE AND NUMBER OF PARKING STALLS ENTIRELY WITHIN PROPERTY BOUNDARY. STALLS THAT ARE PARTIALLY WITHIN BOUNDARY ARE LISTED UNDER THE HEADING "PARTIAL". PARTIAL STALLS ARE NOT COUNTED IN THE TOTAL

PARKING				
REGULAR	HANDICAP	TRAILER	PARTIAL	TOTAL
391	5	0	0	396

N3 DURING OUR FIELD SITE VISIT, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILD ADDITIONS WITHIN RECENT MONTHS.

N4 THERE WAS NOT ANY CHANGES IN STREET RIGHT-OF-WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM CONTROLLING JURISDICTION OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION REPAIRS.

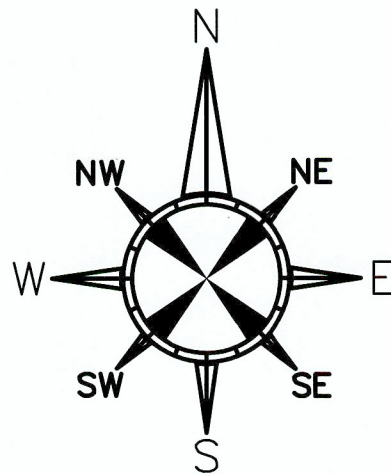
N5 THERE WAS NO OBSERVABLE EVIDENCE OF CEMETERIES OR BURIAL GROUND FOUND ON SITE.

N6 THE PROPERTY HAS ACCESS TO ROONEY CIRCLE A DEDICATED PUBLIC RIGHT OF WAY OVER EXECUTIVE DRIVE A PRIVATE RIGHT OF WAY.

N7 THE DISTANCE TO THE NEAREST INTERSECTING STREET BEING PROSPECT AVENUE A DEDICATED PUBLIC RIGHT OF WAY IS 753.47 FEET.

N8 NO OBSERVABLE EVIDENCE OF WETLANDS FOUND ON SITE.

N9 ALL UTILITY SERVICES REQUIRED FOR THE OPERATION OF THE PROPERTY EITHER ENTER FROM A PUBLIC STREET (ROONEY CIRCLE) AND/OR PRIVATE UTILITY EASEMENTS SERVICING THE LOT.



STATEMENT OF ENCROACHMENTS

- E1 UTILITY POLE LINE FROM ADJOINING PREMISES NO EASEMENT REPORTED
- E2 SHARED ACCESS DRIVE LOCATED OUTSIDE OF DESCRIBED EASEMENT.
- E3 LIGHT POLE 2.20' IN SIDE YARD SETBACK

UTILITY NOTE

- 1 LOCATIONS OF UTILITIES ARE SHOWN HEREON BY OBSERVED EVIDENCE TOGETHER WITH EVIDENCE FROM PLANS OBTAINED FROM UTILITY COMPANIES OR PROVIDED BY CLIENT, AND MARKINGS FROM UTILITY COMPANIES AND OTHER APPROPRIATE SOURCES. THE SOURCES OF THIS INFORMATION IS FROM PAINTED MARKOUT OF UTILITIES FOUND IN FIELD.

FLOOD ZONE

A FIELD SURVEY WAS NOT CONDUCTED TO DETERMINE THE FLOOD ZONE AREAS. ANY FLOOD ZONE LINES DISTINGUISHING BETWEEN FLOOD AREAS ARE GRAPHICALLY PLOTTED FROM FEMA FLOOD INSURANCE RATE MAPS (FIRM). A FLOOD ELEVATION CERTIFICATE MAY BE NEEDED TO DETERMINE OR VERIFY THE LOCATION OF THE FLOOD AREAS. THE SUBJECT PROPERTY'S COMMUNITY DOES PARTICIPATE IN THE PROGRAM. IT IS DETERMINED THAT THE SUBJECT PROPERTY RESIDES IN THE FOLLOWING FLOOD ZONE(S) X AS DETERMINED BY OR SHOWN BY FIRM COMMUNITY PANEL NO. 3401300028 DATED JUNE 4, 2007 AND IS NOT IN A FLOOD ZONE AREA. THE FLOOD INSURANCE RATE PROGRAM WAS CONTACTED ON DECEMBER 18, 2017 BY ONLINE (https://msc.fema.gov)

TITLE LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Orange, in the County of Essex, State of New Jersey:

PARCEL A:

BEGINNING at a point on the northerly side line of Rooney Circle, said point being 753.47 feet along its various courses from its intersection with the westerly side line of Prospect Avenue. Said point also being a point of curve in the northerly side line of Rooney Circle, and running: thence

- North 42 degrees 30 minutes West, a distance of 199.58 feet to a point; thence
- North 12 degrees 33 minutes 03 seconds, a distance of 238.91 feet to a point on the southerly side line of Lot 41.02; thence
- North 54 degrees 30 minutes 50 seconds West, a distance of 149.02 feet to a point; thence
- Along the westerly line of 41.02, North 35 degrees 29 minutes 10 seconds East, a distance of 77.00 feet to a point on the sideline of Interstate Highway Route 280; thence
- Along said sideline, South 87 degrees 15 minutes 18 seconds West, a distance of 235.19 feet to a point; thence
- Still along the same, North 88 degrees 47 minutes 20 seconds West, a distance of 265.49 feet to a point; thence
- Still along the same, North 84 degrees 28 minutes 49 seconds West, a distance of 153.44 feet to a point; thence
- South 48 degrees 00 minutes 11 seconds West, a distance of 263.39 feet to a point; thence
- South 09 degrees 30 minutes 50 seconds East, a distance of 273.28 feet to a point; thence
- South 54 degrees 30 minutes 50 seconds East, a distance of 469.30 feet to a point on the westerly line of the lands n/f Principal Life Insurance Co.; thence
- Along said line, North 35 degrees 29 minutes 10 seconds East, a distance of 433.70 feet to a point; thence
- Along the northerly side line of said lands n/f Principal Life Insurance Co. South 54 degrees 30 minutes 50 seconds East, a distance of 252.57 feet to a point on the northerly side line of Rooney Circle; thence
- Beginning on a non-tangent curve to the right with a radius of 110.00 feet, a length along the arc of 136.86 feet, a bearing along the chord of South 77 degrees 42 minutes 13 seconds East and a distance along the chord of 126.86 feet to the point and place of BEGINNING.

BEING ALSO DESCRIBED as follows

BEGINNING at a point on the northerly side line of Rooney Circle, said point being 753.47 feet along its various courses from its intersection with the westerly side line of Prospect Avenue. Said point also being a point of curve in the northerly side line of Rooney Circle, and running: thence

- North 42 degrees 30 minutes West, a distance of 199.58 feet to a point; thence
- North 12 degrees 33 minutes 03 seconds, a distance of 238.91 feet to a point on the southerly side line of Lot 41.02; thence
- North 54 degrees 30 minutes 50 seconds West, a distance of 149.02 feet to a point; thence
- Along the westerly line of 41.02, North 35 degrees 29 minutes 10 seconds East, a distance of 77.00 feet to a point on the sideline of Interstate Highway Route 280; thence
- Along said sideline, South 87 degrees 15 minutes 18 seconds West, a distance of 235.19 feet to a point; thence
- Still along the same, North 88 degrees 47 minutes 20 seconds West, a distance of 265.49 feet to a point; thence
- Still along the same, North 84 degrees 28 minutes 49 seconds West, a distance of 153.44 feet to a point; thence
- South 48 degrees 00 minutes 11 seconds West, a distance of 263.39 feet to a point; thence
- South 09 degrees 30 minutes 50 seconds East, a distance of 273.28 feet to a point; thence
- South 54 degrees 30 minutes 50 seconds East, a distance of 469.30 feet to a point on the westerly line of the lands n/f Principal Life Insurance Co.; thence
- Along said line, North 35 degrees 29 minutes 10 seconds East, a distance of 433.70 feet to a point; thence
- Along the northerly side line of said lands n/f Principal Life Insurance Co. South 54 degrees 30 minutes 50 seconds East, a distance of 252.57 feet to a point on the northerly side line of Rooney Circle; thence
- Beginning on a non-tangent curve to the right with a radius of 110.00 feet, a length along the arc of 136.86 feet, a bearing along the chord of South 77 degrees 42 minutes 13 seconds East and a distance along the chord of 126.86 feet to the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY: Being known as 100 Executive Drive, Tax Lot 40.02 Block 155 (Parcel A) on the Official Tax map of Township of West Orange, NJ.

THE ABOVE DESCRIBED PARCEL "A" IS THE SAME LAND DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY POLICY, REFERENCE NO. 837604(C-NJ-CP-AM) DATED JANUARY 30, 2018.

ALTA/NSPS LAND TITLE SURVEY

FOR

EXECUTIVE PARK

PARTNER PROJECT NUMBER 17-204087.1 SITE NUMBER 1

ALTA SURVEY BASED AND RELIED ON BY CHICAGO TITLE INSURANCE COMPANY, POLICY NUMBER 837604(C-NJ-CP-AM) CONTAINING AN EFFECTIVE DATE OF JANUARY 30, 2018.

CERTIFICATION

TO: BNE ACQUISITIONS, LLC; CHICAGO TITLE INSURANCE COMPANY; AIM TITLE GROUP, LLC; WEST ORANGE OFFICE EXECUTIVE PARK LLC; ORLOFF, LOWENBACH, STIFELMAN & SIEGEL, P.A.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 6b, 7a, 7b, 7c, 8, 9, 11, 13, 14, 16, 17 and 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY, 24 2017. SURVEY UPDATED PER TITLE ON 12/18/2017.

DATE OF PLAT OR MAP: DECEMBER 18, 2017.

Richard C. Mathews, PLS
New Jersey License No. 29353

PROPERTY ADDRESS:
100 EXECUTIVE DRIVE, WEST ORANGE, NEW JERSEY 07052

SURVEYOR: RICHARD C. MATHEWS
REGISTRATION NUMBER: 29353
STATE OF REGISTRATION: NJ
FIELD DATE OF SURVEY: 02/24/2017
LATEST REVISION DATE: 02/21/2018

Richard C. Mathews
SIGNATURE

STAMP



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ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF PARTNER ENGINEERING & SCIENCE, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT WRITTEN CONSENT OF PARTNER ENGINEERING & SCIENCE, INC.

PARTNER
Engineering and Science, Inc.®

CAXTON BUILDING
812 HURON RD. SUITE 690
CLEVELAND, OHIO 44115
T 440-987-1001
jdavenport@partneresi.com
http://www.partneresi.com/
PAGE 1 OF 1

SURVEY RELATED ITEMS CORRESPONDING TO SCHEDULE B TITLE COMMITMENT

- 12 CROSS EASEMENTS AS CONTAINED IN DECLARATION OF EASEMENTS AND COVENANTS AS RECORDED IN DEED BOOK 3836 PAGE 438 IS BLANKET IN NATURE AND AFFECTS THE PORTION OF THE PREMISES AS SHOWN HEREON
- 12 RIGHT OF FIRST REFUSAL AS RECORDED IN DEED BOOK 3836 PAGE 458 DOES NOT AFFECT THE SUBJECT PREMISES
- 12 CROSS EASEMENTS AS CONTAINED IN DECLARATION OF EASEMENTS AND COVENANTS AS RECORDED IN DEED BOOK 4488 PAGE 184 AFFECTS AND BENEFITS THE SUBJECT PREMISES, SLOPE EASEMENT AS SHOWN HEREON
- 13 RIGHTS OF THE STATE OF NEW JERSEY AS RECORDED IN DEED BOOK 4210 PAGE 241 AND DEED BOOK 4310 PAGE 258 TO LIMIT ACCESS FROM PARCEL A TO HIGHWAY ROUTE 280 AFFECTS THE SUBJECT PREMISES AS SHOWN HEREON
- 14 UTILITY EASEMENT IN FAVOR OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND NEW JERSEY BELL TELEPHONE COMPANY AS RECORDED IN DEED BOOK 4351 PAGE 26 AFFECTS THE SUBJECT PREMISES AS SHOWN HEREON
- 14 UTILITY EASEMENT IN FAVOR OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND NEW JERSEY BELL TELEPHONE COMPANY AS RECORDED IN DEED BOOK 4503 PAGE 37 AFFECTS THE SUBJECT PREMISES AS SHOWN HEREON
- 14 UTILITY EASEMENT IN FAVOR OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND NEW JERSEY BELL TELEPHONE COMPANY AS RECORDED IN DEED BOOK 4588 PAGE 65 DOES NOT AFFECT THE SUBJECT PREMISES
- 15 UTILITY EASEMENT IN FAVOR OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY AS RECORDED IN DEED BOOK 4861 PAGE 111 DOES NOT AFFECT THE SUBJECT PREMISES
- 16 RESTRICTIONS AS RECORDED IN DEED BOOK 3401 PAGE 425 AND DEED BOOK 3401 PAGE 422 DOES NOT AFFECT THE SUBJECT PREMISES, ARE BLANKET IN NATURE AND NOT SHOWN HEREON
- 17 EASEMENTS IN FAVOR OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY AS RECORDED IN DEED BOOK 4503 PAGE 37 AFFECTS THE SUBJECT PREMISES AS SHOWN HEREON
- 18 DECLARATION OF EASEMENTS AND COVENANTS AS RECORDED IN DEED BOOK 4578 PAGE 187 AFFECTS THE SUBJECT PREMISES AS SHOWN HEREON
- 18 DECLARATION OF EASEMENTS AND COVENANTS AS AMENDED BY DEED BOOK 4620 PAGE 1011 DOES NOT AFFECT THE SUBJECT PREMISES

ZONING INFORMATION

LISTED BELOW ARE SETBACK, HEIGHT, AND FLOOR SPACE AREA RESTRICTIONS AS DISCLOSED BY APPLICABLE ZONING OR BUILDING CODES (BEYOND THOSE REQUIRED UNDER PARAGRAPH 5d OF THE ALTA STANDARDS) UNLESS "NONE" IS STATED BELOW. THE SOURCE OF THIS INFORMATION IS PARTNER ENGINEERING AND SCIENCE INC. ZONING REPORT, PROJECT NUMBER 17-178987.6, DATE OF REPORT MARCH 29, 2017

OB-1 ZONE - Office Building District

MINIMUM FRONT YARD	30 FEET
MINIMUM REAR YARD	30 FEET
MINIMUM SIDE YARD	10 + 8 FEET
MINIMUM LOT WIDTH	60 FEET
MINIMUM LOT AREA	10,000 SQ. FT.
MAXIMUM BUILDING COVERAGE	40%
MAXIMUM IMPV. LOT COVERAGE	50%
MAXIMUM HEIGHT	35 FEET
MAXIMUM STORIES	2.5

PARKING	
PARKING REQUIREMENT	1 Space per 250 SQUARE FEET
TOTAL REQUIRED PARKING	373 SPACES

MISCELLANEOUS NOTES

N10 SURVEY PREPARED BY:
STIRES ASSOCIATES, P.A.
43 WEST HIGH STREET
SOMERVILLE, NJ 08876
TELEPHONE: 908-725-0230
EMAIL: cstires@stiresassociates.com
JOB 17280-100

LEGEND

- ☆ LIGHT POLE
- HANDICAP SPACE
- HYDRANT
- SIGN (ROAD)
- SIGN (PRIVATE)
- UTILITY POLE
- GUY ANCHOR
- INLET
- ELECTRIC JUNCTION BOX
- FENCE
- ELECTRIC/TELEPHONE CABLES
- WATER LINE
- OVERHEAD WIRES
- STORM SEWER PIPE
- SANITARY SEWER PIPE
- GR. GRAVE
- TC. TOP OF CURB ELEVATION
- BC. BOTTOM OF CURB ELEVATION
- FF. ELEV. FINISHED FLOOR ELEVATION
- RCP REINFORCED CONCRETE PIPE
- CMP CORRUGATED METAL PIPE
- FES FLARED END SECTION
- BOLLARD (CONCRETE POST)
- FLAGPOLE
- WATER VALVE
- SANITARY SEWER CLEANOUT
- UTILITY MANHOLE
- NORTH
- SOUTH
- EAST
- WEST
- ANGULAR DEGREES
- ANGULAR MINUTES
- ANGULAR SECONDS
- R. RADIUS
- L. LENGTH
- C. CHORD
- BRC CHORD BEARING
- CONCRETE

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Orange, County of Essex, State of New Jersey.

Parcel I:

BEGINNING at a point in the former dividing line between land belonging to Essex Green, Inc. on the southwest and land belonging to Paragon Enterprises N.J. (formerly known as Paragon Enterprises) of the northeast, distant westerly along said line 251.61 feet from the intersection thereon with the westerly line of lands of the State of New Jersey shown as Ramp No. 4-P on Map entitled "New Jersey State Highway Department General Property Parcel Map, Route 280 (1953) Section 3, Laurel Avenue to Prospect Avenue", and running; thence

1. Continuing along said dividing line North 54 degrees 30 minutes 50 seconds West, 764.85 feet to a point; thence
2. North 35 degrees 29 minutes 10 seconds East, 77.00 feet to the line of lands of the State of New Jersey; thence
3. Along the same, North 87 degrees 33 minutes 10 seconds East, 156.40 feet to a concrete monument found an angle; thence
4. Still along the same, North 77 degrees 14 minutes 30 seconds East, 150.53 feet to an angle; thence
5. Still along the same, South 86 degrees 50 minutes 50 seconds East 137.05 feet to an angle; thence
6. Still along the same, South 35 degrees 29 minutes 10 seconds West, 15.40 feet to an angle; thence
7. Still along the same, South 54 degrees 30 minutes 50 seconds East, 434.00 feet to an angle; thence
8. Still along the same, South 07 degrees 11 minutes 10 seconds West, 77.37 feet to an iron pipe found; thence
9. On a new Line South 44 degrees 49 minutes 09 seconds West, 278.91 feet to the point of BEGINNING.

Parcel II:

Together with existing beneficial rights appurtenant out to the land as set forth in Deed Book 4336 Page 788 and Deed Book 4500 Page 165 and Deed Book 4360 page 444.

Parcel III:

Together with existing beneficial right appurtenant out to the land as set forth in Deed Book 4578 Page 187 and Deed Book 4336 Page 814.

The above description is in accordance with a survey made by Partner Engineering and Science, Inc. dated February 24, 2017, and last revised on May 4, 2017.

NOTE FOR INFORMATION: Being Lot(s) 41.02, Block 155, Tax Map of the Township of West Orange, County of Essex.

Group #	LINE ITEM	QUANTITY	UNIT	UNIT COST	ITEM COST	Column I
WEST ORANGE - GREEN ESSEX PARTNERS					14-Nov-19	
INFRASTRUCTURE COST ESTIMATE				PREPARED BY		
				Green Essex Partners, LLC		
2.0 Earthwork						
	2.1 Grading - Pavement	112600	SF	\$0.30	\$33,780.00	
	2.2 Grading - Landscaping	60000	SF	\$0.25	\$15,000.00	
	2.3 General - Earthwork	1	LS	\$75,000.00	\$75,000.00	
	2.4 Spread - Topsoil (With Stockpiled Topsoil)	800	CY	\$9.00	\$7,200.00	
	2.5 Cut - To Fill (Assumes No Rock)	14501	CY	\$13.00	\$188,513.00	
	2.6 Place & Compact - Fill		CY	\$12.00	\$0.00	
	2.7 Cut & Export - General Fill	3500	CY	\$25.00	\$87,500.00	
	2.8 Excavation (Extra) - Mass Volume Rock (<10,000 CY)	10000	CY	\$45.00	\$450,000.00	
						\$856,993.00
3.0 Site Work						
	3.1 Concrete Curb - 6" Reveal	5300	LF	\$20.00	\$106,000.00	
	3.2 Pavement Section - Site (2" Top/4" Base/6" DGA)	112600	SF	\$4.00	\$450,400.00	
	3.3 Retaining Wall - Modular Block	8400	SF	\$35.00	\$294,000.00	
	3.4 Guide Rail - Steel	600	LF	\$55.00	\$33,000.00	
	3.5 Walkway - Reinforced Concrete (4" Thick)	4400	SF	\$5.00	\$22,000.00	
	3.6 Fence - Chain Link (4' Tall)	1100	LF	\$35.00	\$38,500.00	
	3.7 Concrete Curb - Ramp	5	EA	\$500.00	\$2,500.00	
	3.9 Striping	1	LS	\$4,000.00	\$4,000.00	
	3.10 Symbol - Stop Bar	5	EA	\$150.00	\$750.00	
	3.11 Symbol - Handicap	8	EA	\$150.00	\$1,200.00	
	3.12 Sign - ADA	8	EA	\$150.00	\$1,200.00	
	3.13 Sign - Traffic Control	8	EA	\$200.00	\$1,600.00	
						\$955,150.00
6.0 Utilities						
	6.1 8" DIP	3800	LF	\$40.00	\$152,000.00	
	6.2 Fire Hydrant	7	EA	\$5,000.00	\$35,000.00	
	6.3 Pipe - PVC - 8" SDR 35 (<10' Depth)	1400	LF	\$35.00	\$49,000.00	
	6.4 Manhole - Regular (<10' Depth)	12	EA	\$4,500.00	\$54,000.00	
	6.5 Electric - Trenching	2500	LF	\$18.00	\$45,000.00	
	6.6 Gas - Pipe - 2"	2500	LF	\$20.00	\$50,000.00	
	6.7 Electric - Transformer (Pad Mounted)	4	EA	\$15,000.00	\$60,000.00	
						\$445,000.00
7.0 Lighting - Executive Drive Only						
	7.1 Light Poles	19	EA	\$2,100.00	\$39,900.00	
	7.2 Conduit and Trenching w/ Detectable strip	1980	LF	\$16.00	\$31,680.00	
						\$71,580.00
10.0 Dog Parks						
	10.1 Pavement Removal and Grading	42000	SF	\$4.00	\$168,000.00	
	10.2 K9 Grass	40700	SF	\$7.00	\$284,900.00	
	10.3 5 foot Chain Link Fence	1500	LF	\$20.00	\$30,000.00	
	10.4 Parking Mill and Pave 2 in	2600	SY	\$3.50	\$9,100.00	
	10.5 Striping	1	LS	\$1,500.00	\$1,500.00	
	10.6 Water Fountain and Washdown	1	LS	\$8,500.00	\$8,500.00	
	10.7 Area Lighting	1	LS	\$11,000.00	\$11,000.00	
	10.8 Benches	5	EA	\$850.00	\$4,250.00	
						\$517,250.00

CONTINGENCY

5%

\$142,298.65

Total Estimate

\$2,845,973.00

Total Estimate with Contingency

\$2,988,271.65

EXHIBIT D
PROJECT SCHEDULE

Estimated Construction Schedule

Estimated project schedules if constructed in one phase

Submission of site plan application	3/1/2020
Receipt of all approvals for project	4/1/2021
Commencement of construction	6/1/2021
Completion of construction	6/1/2024

Estimated Project Schedule if the project is Phased

Submission of site plan application	3/1/2020
Receipt of all approvals for project	4/1/2021
Phase 1 Commencement of Construction (Approximately 300 units)	6/1/2021
Phase 1 Completion of Construction	9/1/2023
Phase 2 Commencement of Construction (Approximately 125 units)	1/1/2025
Phase 2 Completion of Construction	1/1/2027

EXHIBIT E

Incumbency Certificate

I. Members (all ownership interests greater than 10%)

<u>Name</u>	<u>Home Address</u>	<u>Title</u>	<u>%Owned</u>
Larry Pantirer	60 East Hartshorne Short Hills NJ	Member	25%
Howard Schwartz	21 Vanderbilt Drive Livingston NJ	Member	25%
Alan Pines	16 Mountain Ridge Drive Livingston NJ	Member	25%
Jonathan Schwartz	87 Laurel Ave Livingston NJ	Member	25%

Green Essex Partners Urban Renewal, LLC

By:

Jonathan Schwartz

Name: Jonathan Schwartz

Title: Authorized Signatory

EXHIBIT F
FORM DECLARATION OF COVENANTS AND RESTRICTIONS

Record and Return to:
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068
Attention: Richard Trenk, Esq.

DECLARATION OF COVENANTS AND RESTRICTIONS

Block 155, Lots 40.02 and 42.02 in the Township of West Orange, New Jersey (the **"Property"**)

This Declaration of Restrictions is made this ____ day of _____, 2019 by and between the **TOWNSHIP OF WEST ORANGE** (the **"Township"**), a municipal corporation of the State of New Jersey having its offices at 66 Main Street, West Orange, New Jersey 07052, in its capacity as redevelopment entity pursuant to *N.J.S.A. 40A:12A-4(c)*;

and

GREEN ESSEX PARTNERS URBAN RENEWAL, LLC, a limited liability company of the State of New Jersey, with an address of c/o BNE Real Estate Group, 16 Microlab Road, Suite A, Livingston, New Jersey 07039 8 (together with permitted successors or assigns hereinafter provided, referred to as the **"Redeveloper"**).

W I T N E S S E T H

WHEREAS, the Township, adopted Resolution 17-18 on January 9, 2018 designating, Block 155, Lots 40.02, 40.03, 41.02, 42.02, and Block 155.21, Lot 40 as a non-condemnation "area in need of redevelopment" (the **"Redevelopment Area"**) pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the **"Redevelopment Law"**); and

WHEREAS, in accordance with the Redevelopment Law, the Township adopted Ordinance 2573-19 on June 11, 2019 enacting a redevelopment plan for the Redevelopment Area entitled "Essex Green-Executive Drive Redevelopment Plan" and dated May 1, 2019 (as further amended and supplemented from time to time, the **"Redevelopment Plan"**); and

WHEREAS, the Redeveloper is the contract purchaser of Block 155, Lots 40.02 and 42.02 (the **"Property"**) and submitted a proposal to the Township to be designated by the Township as redeveloper for the Property; and

WHEREAS, the Redeveloper entered an agreement in order to develop, construct and implement that certain Project defined in the redevelopment agreement executed by and between the Township and the Redeveloper dated _____ (the "**Redevelopment Agreement**") in accordance with *N.J.S.A.* 40A:12A-8(f) of the Redevelopment Law; and

WHEREAS, *N.J.S.A.* 40A:12A-9(a) of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that "... the owner shall construct only the uses established in the current redevelopment plan ..."; and

WHEREAS, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Restrictions and said declaration be recorded in the office of the Essex County Clerk,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that, subject to the terms of the Redevelopment Agreement:

(a) Redeveloper shall construct the Project on the Property in accordance with, and subject to the terms of, the Redevelopment Plan, the Redevelopment Agreement and all Applicable Laws.

(b) Redeveloper shall not use the Property or any part thereof in a manner that is not in all material respects consistent with the Redevelopment Plan, the Approvals and the Redevelopment Agreement. Redeveloper will construct only those uses established in the Redevelopment Plan or as the Redevelopment Plan may be modified, in writing, by the Township from time to time in accordance with the Redevelopment Law.

(c) Except as permitted in paragraph (d) below, prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to *N.J.S.A.* 40A:12A-9(a), Redeveloper shall not, without the prior written consent of the Township, which the Township shall not unreasonably withhold, condition or delay: (i) effect or permit any change, directly or indirectly, in the majority ownership of more than fifty percent (50%) of control of Redeveloper (whether in one transaction or by virtue of the combined effect of more than one transaction), provided, however, that the Township will not unreasonably withhold consent to a transfer of a majority or greater interest in Redeveloper (or in an Affiliate of Redeveloper) to a reputable financial institution for *bona fide* financing purposes, provided that the current members of Redeveloper remain in day-to-day control of the entity, (ii) assign or attempt to assign the Redevelopment Agreement or any rights therein or in the Property, (iii) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Property or the Redevelopment Project; or (iv) pledge, or transfer all or substantially all of its assets

(collectively, a **"Transfer"**). If Redeveloper proposes a Transfer, other than as set forth above, Redeveloper will promptly provide to the Township for its consideration any information or documentation reasonably requested by the Township pertaining to the transferee's identity, principals, qualifications, reputation and financial condition. If a Transfer is approved by the Township, the transferee, by written document acceptable in form and substance to the Township, for itself and its successors and assigns, and for the benefit of the Township, shall expressly assume all of the obligations of Redeveloper under the Redevelopment Agreement applicable to the property interest conveyed with such sale, assignment or transfer and shall agree to be subject to all the conditions and restrictions to which Redeveloper is subject hereunder, including the restrictions regarding the right to subsequent transfers. All relevant instruments and other legal documents proposed to effect any such transfer shall be submitted to the Township and if the transferee is approved by the Township, such approval shall be indicated to Redeveloper in writing.

(d) Redeveloper, without violating the provisions of paragraph (c), may, subject to the requirements of N.J.S.A. 40A:12A-9(a) effect the following Transfers, to which the Township hereby consents upon receipt of notice thereof, without the necessity of further action by the Township (the **"Permitted Transfers"**): (i) Transfers to an Affiliate of Redeveloper; (ii) leases to residential tenants; (iii) mortgages to secure Institutional Financing for the construction of the Redevelopment Project; (iv) environmental covenants and restrictions imposed by DEP as a condition of any permit or Approval; (v) any direct or indirect transfer of any interest in Redeveloper to a Person not presently holding an interest in Redeveloper, provided that the transfer is for less than fifty percent (50%) of the ownership interest of Redeveloper and otherwise does not change the control of Redeveloper; (vi) granting of easements, deed restrictions and licenses required for utilities or in connection with any Approvals; (vii) transfers by means of inheritance, devise or bequest or by operation of law upon an Immediate Family Member, or a trust established for the benefit of such Immediate Family Member; and (viii) any contract or agreement which effectuates any of the foregoing exceptions. With respect to any of the Permitted Transfers listed in this Section, Redeveloper shall provide to Township written notice within thirty (30) days of such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee parties, individuals and/or entities involved.

(e) Upon issuance of a Certificate of Completion for the Redevelopment Project, Redeveloper shall have the right to sell its interest in the real property.

(f) Redeveloper shall design, implement, complete and operate the Redevelopment Project in compliance with the Redevelopment Agreement and all other Applicable Laws, ordinances, Approvals, rules, regulations and requirements applicable thereto including, but not limited to, such zoning, sanitary, pollution, health, environmental and safety ordinances, laws and such rules and regulations thereunder as shall be binding upon Redeveloper under Applicable Laws. Without limiting the foregoing, Redeveloper shall comply at its own expense with all stormwater regulations, including but not limited to, those pertaining to detention, recharge and water quality.

(g) Redeveloper shall not unlawfully discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, sex, affectional or sexual orientation in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Redeveloper itself, or any person claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees on the Property.

(h) Redeveloper shall not use the Property, or any part thereof, as security or collateral for an unrelated transaction.

Section 3. It is intended and agreed that the covenants and restrictions set forth in Section 2 shall be covenants running with the land. All covenants in Section 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set for in Section 2 shall cease and terminate upon the issuance of a Certificate of Completion for such Improvements, provided however, that the covenants in 2(g) shall remain in effect without limitation as to time.

Section 4. It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Covenants and Restrictions to be executed in their names by their duly authorized officials or managers, as the case may be, and their corporate seals to be hereunto affixed attested to by their duly authorized officers all as of the date first written above.

Attest:

TOWNSHIP OF WEST ORANGE

Township
Clerk

By: _____
Name: Robert D. Parisi
Title: Mayor

Attest:

**GREEN ESSEX PARTNERS URBAN
RENEWAL, LLC**

By: _____
Name:
Title:

EXHIBIT G
PILOT AND RAB

Term of PILOT: The lesser of 35 years from execution of the Financial Agreement or 30 Years from Substantial Completion

LTTE PILOT
Calculation:

In consideration of the exemption from taxation for the Improvements and Land, during the Exemption Term, the Entity shall pay to the Township an Annual Service Charge calculated as the greater of the AGR Calculation, the TOD Calculation or the Unpledged Annual Service Charge as follows:

- (a) The AGR Calculation (the “**AGR Calculation**”) for any given year shall be calculated as follows:
 - i. Stage One: From the Annual Service Charge Start Date until the tenth (10th) anniversary of the Annual Service Charge Start Date, the AGR Calculation shall be 10.5% of AGR;
 - ii. Stage Two: From the first day after the tenth (10th) anniversary of the Annual Service Charge Start Date until the twentieth (20th) anniversary of the Annual Service Charge Start Date, the AGR Calculation shall be 11.5% of AGR;
 - iii. Stage Three: From the first day after the twentieth (20th) anniversary of the Annual Service Charge Start Date until the thirtieth (30th) anniversary of the Annual Service Charge Start Date, the AGR Calculation shall be 12.5% of AGR.
- (b) The TOD Calculation (the “**TOD Calculation**”) for any given year shall be calculated as follows:
 - i. Stage One: From the Annual Service Charge Start Date until the fifteenth (15th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 0% of the amount of the taxes otherwise due on the value of the Property and the Improvements;
 - ii. Stage Two: From the first day after the fifteenth (15th) anniversary of the Annual Service Charge Start Date until the twentieth (20th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 20% of the amount of the taxes otherwise due on the value of the Property and the Improvements;
 - iii. Stage Three: From the first day after the twentieth (20th) anniversary of the Annual Service Charge Start Date until the

twenty-sixth (26th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 40% of the amount of the taxes otherwise due on the value of the Property and the Improvements;

iv. Stage Four: From the first day after the twenty-sixth (26th) anniversary of the Annual Service Charge Start Date until the twenty-ninth (29th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 60% of the amount of the taxes otherwise due on the value of the Property and the Improvements;

v. Stage Five: From the first day after the twenty-ninth (29th) anniversary of the Annual Service Charge Start Date until the thirtieth (30th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 80% of the amount of the taxes otherwise due on the value of the Property and the Improvements.

(b) The Unpledged Annual Service Charge as defined in the Financial Agreement.

RAB Amount: Not to exceed \$4.5 million

Bond: \$4.5 million

RAB Term: 30 years

Security: Pledged Annual Service Charges
RABs will be non-recourse to the Township

RAB Issuance: Within 30 days after the acquisition of Block 155, Lots 40.02 and 42.02 by the Redeveloper. The Bond, or pro rata portion on a per unit basis (see Exhibit G1 for examples), shall begin to accrue interest upon issuance of a Certificate of Occupancy for the Project, or a portion of the Project.

Costs of Issuance: All costs of issuance of the Bonds, including all reasonable costs of all professionals of the Township, including bond counsel, municipal advisor, general counsel and any other professional reasonably required in order to lawfully authorize and issue the Bond, shall be paid by WOOEP, either from Bond proceeds, WOOEP payments, or a combination of both. The professionals shall be compensated in accordance with their fee agreements with the Township at the time of issuance.

Interest Rate: 5.75%

Proceeds: The Bond proceeds will be used to pay, in the following order: (1) \$1.5 million to the Township for construction of the Library Improvements, and (2) subject to payment of the costs of issuance (above), the remainder

to the Redeveloper for construction of the Infrastructure Improvements and Public Dog Park. Pursuant to an escrow agreement or construction agreement to be entered into by the Township, WOOEP and the Redeveloper, the Township shall deposit the \$1.5 million in an interest-bearing trust account pending payment to the Redeveloper or another contractor for the construction of the Library Improvements. Any interest accrued on the \$1.5 million shall be paid to WOOEP.

Flow of Funds: The Redeveloper will make all Pledged Annual Service Charges to the Township. The Township will make payment to the RAB holders from the Pledged Annual Service Charges so received by the Township. The Township will only be responsible for remitting the debt service payment if the Pledged Annual Service Charge has been collected by the Township.

Maturity Schedule:	Year 1	\$258,750
	Year 2	\$288,750
	Year 3	\$327,025
	Year 4	\$323,000
	Year 5	\$323,975
	Year 6	\$324,663
	Year 7	\$325,063
	Year 8	\$325,175
	Year 9	\$325,000
	Year 10	\$324,538
	Year 11	\$323,788
	Year 12	\$327,750
	Year 13	\$326,138
	Year 14	\$324,238
	Year 15	\$327,050
	Year 16	\$324,288
	Year 17	\$326,238
	Year 18	\$327,613
	Year 19	\$323,413
	Year 20	\$323,925
	Year 21	\$323,863
	Year 22	\$328,225
	Year 23	\$326,725
	Year 24	\$324,650
	Year 25	\$327,000
	Year 26	\$323,488
	Year 27	\$324,400
	Year 28	\$324,450
	Year 29	\$323,638
	Year 30	\$311,963

EXAMPLE - Pro Rata Share of Debt Service

Total Units 425
CO Units 325
Interest Rate 5.75%
% CO Units 76%

Total Units 425
CO Units 100
Interest Rate 5.75%
% CO Units 24%

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Debt Service</u>
1	\$ -	\$ 196,650	\$ 196,650
2	\$ 22,800	\$ 196,650	\$ 219,450
3	\$ 53,200	\$ 195,339	\$ 248,539
4	\$ 53,200	\$ 192,280	\$ 245,480
5	\$ 57,000	\$ 189,221	\$ 246,221
6	\$ 60,800	\$ 185,944	\$ 246,744
7	\$ 64,600	\$ 182,448	\$ 247,048
8	\$ 68,400	\$ 178,733	\$ 247,133
9	\$ 72,200	\$ 174,800	\$ 247,000
10	\$ 76,000	\$ 170,649	\$ 246,649
11	\$ 79,800	\$ 166,279	\$ 246,079
12	\$ 87,400	\$ 161,690	\$ 249,090
13	\$ 91,200	\$ 156,665	\$ 247,865
14	\$ 95,000	\$ 151,421	\$ 246,421
15	\$ 102,600	\$ 145,958	\$ 248,558
16	\$ 106,400	\$ 140,059	\$ 246,459
17	\$ 114,000	\$ 133,941	\$ 247,941
18	\$ 121,600	\$ 127,386	\$ 248,986
19	\$ 125,400	\$ 120,394	\$ 245,794
20	\$ 133,000	\$ 113,183	\$ 246,183
21	\$ 140,600	\$ 105,536	\$ 246,136
22	\$ 152,000	\$ 97,451	\$ 249,451
23	\$ 159,600	\$ 88,711	\$ 248,311
24	\$ 167,200	\$ 79,534	\$ 246,734
25	\$ 178,600	\$ 69,920	\$ 248,520
26	\$ 186,200	\$ 59,651	\$ 245,851
27	\$ 197,600	\$ 48,944	\$ 246,544
28	\$ 209,000	\$ 37,582	\$ 246,582
29	\$ 220,400	\$ 25,565	\$ 245,965
30	\$ 224,200	\$ 12,892	\$ 237,092
	<u>\$ 3,420,000</u>	<u>\$ 3,905,469</u>	<u>\$ 7,325,469</u>

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Debt Service</u>
1	\$ -	\$ 62,100	\$ 62,100
2	\$ 7,200	\$ 62,100	\$ 69,300
3	\$ 16,800	\$ 61,686	\$ 78,486
4	\$ 16,800	\$ 60,720	\$ 77,520
5	\$ 18,000	\$ 59,754	\$ 77,754
6	\$ 19,200	\$ 58,719	\$ 77,919
7	\$ 20,400	\$ 57,615	\$ 78,015
8	\$ 21,600	\$ 56,442	\$ 78,042
9	\$ 22,800	\$ 55,200	\$ 78,000
10	\$ 24,000	\$ 53,889	\$ 77,889
11	\$ 25,200	\$ 52,509	\$ 77,709
12	\$ 27,600	\$ 51,060	\$ 78,660
13	\$ 28,800	\$ 49,473	\$ 78,273
14	\$ 30,000	\$ 47,817	\$ 77,817
15	\$ 32,400	\$ 46,092	\$ 78,492
16	\$ 33,600	\$ 44,229	\$ 77,829
17	\$ 36,000	\$ 42,297	\$ 78,297
18	\$ 38,400	\$ 40,227	\$ 78,627
19	\$ 39,600	\$ 38,019	\$ 77,619
20	\$ 42,000	\$ 35,742	\$ 77,742
21	\$ 44,400	\$ 33,327	\$ 77,727
22	\$ 48,000	\$ 30,774	\$ 78,774
23	\$ 50,400	\$ 28,014	\$ 78,414
24	\$ 52,800	\$ 25,116	\$ 77,916
25	\$ 56,400	\$ 22,080	\$ 78,480
26	\$ 58,800	\$ 18,837	\$ 77,637
27	\$ 62,400	\$ 15,456	\$ 77,856
28	\$ 66,000	\$ 11,868	\$ 77,868
29	\$ 69,600	\$ 8,073	\$ 77,673
30	\$ 70,800	\$ 4,071	\$ 74,871
	<u>\$ 1,080,000</u>	<u>\$ 1,233,306</u>	<u>\$ 2,313,306</u>

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement”) dated as of October 1, 2019 (the “Effective Date”) is entered into by and between West Orange Office Executive Park LLC (the “Owner”) and Township of West Orange (the “Township”). Each of the Owner and the Township is referred to as a “Party” and, collectively, as the “Parties”.

RECITALS:

WHEREAS, the Owner owns the following four properties (collectively, the “Properties”) located in the Township:

1. 10 Rooney Circle; Block 155, Lot 41.02 (“10 Rooney”)
2. 100 Executive Drive; Block 155, Lot 40.02 (“100ED”)
3. 200 Executive Drive; Block 155, Lot 42.02 (“200ED”)
4. 300 Executive Drive; Block 155, Lot 42.01 (“300ED”); and

WHEREAS, the Township’s tax assessor assessed the Properties in 2018 and 2019, as follows:

1. 10 Rooney: \$6,322,000
2. 100 ED: \$8,468,400
3. 200 ED: \$9,739,700
4. 300 ED: \$11,298,700; and

WHEREAS, the Owner challenged the 2018 and 2019 assessments of the Properties by filing complaints in the Tax Court of New Jersey under Docket No. 005838-2018 (for the 2018 tax year) and Docket No. 006730-2019 (for the 2019 tax year) (collectively, the “Tax Appeals”); and

WHEREAS, the Owner has entered into a certain amended and restated real estate contract dated as of January 25, 2019 with BNE Acquisitions, LLC (“BNE”), as purchaser, for the sale of 100 ED and 200 ED to BNE (the “Sale Contract”); and

WHEREAS, the closing under the Sale Contract is to occur forty-five (45) days after BNE receives all development approvals for BNE’s proposed development with respect to which the time to appeal such approvals has expired without any appeals therefrom having been filed or, if filed, until any such appeals have been resolved in a manner the comports with the requirements of the Sale Contract satisfactory to BNE and the time to challenge such resolution has expired without any appeal or other challenge having been filed or institute; and

WHEREAS, the Parties desire to settle the Tax Appeals on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of and for the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. The Parties shall jointly request that the Tax Court of New Jersey (the “Tax Court”) place the Tax Appeals on the inactive list until the closing occurs under the Sale Contract.

2. Within three (3) business days after the closing under the Sale Contract, the Owner shall withdraw the Owner’s complaints in the Tax Appeals (and the Township shall withdraw the Township’s counterclaims, if any).

3. If for any reason the Sale Contract is canceled or terminated, then the Owner may proceed to prosecute the Tax Appeals.

4. As an integral part of this settlement, the Parties agree that for tax year 2020, and for each subsequent tax year through and including the year of the closing under, or the cancellation or termination of, the Sale Contract, the three Properties listed below (inclusive of all improvements completed as of the Effective Date) shall be assessed as follows:

- (1) 10 Rooney: \$2,575,200
- (2) 100 ED: \$1,888,500
- (3) 200 ED: \$2,832,700

5. The Township reserves the right to file an appeal from each of such assessments. Within three (3) business days after the closing under the Sale Contract, the Township shall withdraw the Township’s complaints, if any, challenging the assessments of the above properties (and the Owner shall withdraw the Owner’s counterclaims, if any).

6. If the 2020, 2021 and 2022 assessments as established by the tax assessor for any of the three Properties listed in paragraph 4 are greater than the assessments set forth in paragraph 4 above, then upon request by the Owner of such Properties, the Township shall execute and file with the Essex County Tax Board or the Tax Court a Stipulation of Settlement with respect to any tax appeal for tax year 2020 filed by the Owner of any of the Properties requesting that the Tax Board or the Tax Court, as the case may be, enter judgment fixing the 2020 assessment for the subject property in accordance with paragraph 4 of this Agreement. The Township further agrees that to the extent applicable by law the provisions of the Freeze Act, N.J.S.A. 54:3-26 or N.J.S.A. 54:51A-8, as the case may be, shall apply to any judgment entered for tax year 2020 pursuant to any such Stipulation. Anything to the contrary, if BNE does not close under the Sale Contract, or if the Sale Contract and/or the Redevelopment Agreement with BNE are terminated for any reason, the Township and the Owner will agree to vacate any Freeze Act judgment and if the Court does not permit such a condition in the judgment then the Township will be bound by the judgment.

7. **Counterparts.** This Agreement may be executed in counterparts. In addition, facsimile or electronically transmitted signatures on this Agreement shall be treated as original.

8. **Binding Agreement.** This Agreement and each provision hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, assigns, officers, directors, members, managers, agents, shareholders, principals, employees, and successors, and all persons, firms and legal entities legally responsible for the actions of the Parties hereto.

9. **Non-Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, all other terms and provisions of this Agreement will likewise be illegal or unenforceable and the rights and remedies of the Parties thereafter will be the same as immediately prior to the execution and delivery of this Agreement.

10. **Written Modifications Only.** No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding unless made in writing and signed by the Parties. Additionally, no Party may assign its respective rights or its respective obligations hereunder without the prior written consent of the other Party hereto.

11. **Authority.** Each Party warrants that it has full right, power, and authority to execute this Agreement and to be bound in accordance with the terms hereof. Each Party further warrants that each of them has read this Agreement carefully and has been represented by counsel prior to the execution hereof.

12. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. The Parties acknowledge that they are not relying on any prior representation and are relying solely on the terms of this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party hereto to the other Party concerning the subject matter hereof, other than as set forth herein. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER:

TOWNSHIP:

West Orange Office
Executive Park LLC

West Orange Township

By: _____
Name:
Title:

By: _____
Name:
Title:

The undersigned has been consulted by the attorney for the Township with respect to this settlement and concurs, as of the Effective Date.

Kevin Dillon, Tax Assessor

EXHIBIT I
FORM RIGHT OF ENTRY AGREEMENT

Right of Access Agreement

Right of Access Agreement (this "Agreement") between **WEST ORANGE OFFICE EXECUTIVE PARK LLC**, with offices at 782 Lyons Avenue, Irvington, New Jersey 07111, referred to in this Agreement as "**Owner**,"

- and -

THE TOWNSHIP OF WEST ORANGE, NEW JERSEY, with offices at 66 Main Street, West Orange, New Jersey 07052, referred to in this Agreement as "**Entrant**."

Background

A. Owner is the owner of the premises listed in Exhibit A attached hereto (the "Premises").

B. In anticipation of a possible acquisition of the Premises, Entrant desires a right of access to the Premises for itself and its consultants ("Consultants") for the purpose of performing certain investigatory activities at the Premises.

C. Owner is willing to grant Entrant and Consultants a limited right of access to the Premises upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

Definitions

A. "Business Day" means any day other than a Saturday, Sunday or a day on which national banking associations are authorized or required to close.

B. "Effective Date" shall mean the date of this Agreement, as provided below.

C. "Environmental Documents" means all documentation in the possession or under the control of Entrant, its employees, agents, contractors, environmental consultants, or all of them, concerning the environmental condition of the Premises or its environs.

D. "Environmental Laws" means each and every federal, state, county and municipal statute, ordinance, rule, regulation, order, directive or requirement, now existing or hereafter enacted or promulgated, together with all amending and successor statutes, ordinances, rules, regulations, orders, directives or requirements, of any Governmental Authority, in any way related to any solid, liquid, gaseous or thermal contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, petroleum products or byproducts, asbestos, PCBs, phosphates,

lead or other heavy metals, urea formaldehyde foam insulation, radon gas, any solid or liquid wastes (including hazardous wastes), hazardous air pollutants, hazardous substances, hazardous chemical substances and mixtures, toxic substances, pollutants and contaminants.

E. “Governmental Authority” means the federal, state, county or municipal government, and any department, agency, bureau or other similar type body obtaining authority therefrom or created pursuant to any Environmental Laws.

F. “LSRP” means a Licensed Site Remediation Professional, as defined in the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., and the rules and regulations promulgated thereunder.

Right and Conditions of Access

1. Owner hereby grants to Entrant and Consultants the non-exclusive and limited right to enter upon the Premises to perform certain investigatory activities at the Premises (the “Activities”), at the sole cost and expense of Entrant, but only upon the terms and conditions set forth in this Agreement.

2. Performance of the Activities shall be coordinated with a representative of Owner to minimize interference with normal operation of the Premises. All Activities shall be performed at such times and on such days of the week as Owner shall determine in its sole and absolute discretion and shall be performed in a manner that will not have any adverse effect on Owner, tenants or any other person or entity obtaining rights of use and occupancy through Owner, their respective agents, employees or invitees, or all of them.

3. Entrant shall, at its sole cost and expense, promptly remove and dispose of off of the Premises, in accordance with all Environmental Laws, all equipment, material, soil, water and debris associated with the collection of samples from the Premises.

4. Entrant shall not engage, consult with or utilize, and shall ensure that Entrant’s Consultants, do not engage, consult with or utilize, a LSRP in connection with the Activities, provide any LSRP access to the Premises, or engage any LSRP to review the results of the Activities or any information or documentation related to the Activities or the Premises without Owner’s prior consent, which may be granted in Owner’s sole and absolute discretion.

5. All Activities performed at the Premises by or on behalf of Entrant shall, once begun, be completed with reasonable diligence and paid for in full by Entrant, free and clear of all construction or other liens and encumbrances, and shall be performed in accordance with all applicable statutes, ordinances, rules, regulations, orders and requirements of any Governmental Authority, including without limitation Environmental Laws. All Activities performed by or on behalf of Entrant shall be done in a good and workmanlike manner, and in such a manner so as not to cause any damage to the Premises or interference with the use and occupancy of the Premises by Owner, tenants or any other person or entity obtaining rights of use and occupancy through Owner, or their respective agents, employees or invitees. Entrant shall, to the reasonable satisfaction of Owner, and at such times and upon such terms and conditions as Owner shall determine in its sole and absolute discretion, either repair or replace, as the case may be, any

damage done to the Property during any entry, and shall substantially restore the Property to its original condition at the time the entry commenced.

6. Prior to each entry upon the Premises, Entrant shall:

(a) Furnish or cause to be furnished to Owner, and cause to be maintained and kept in effect, and without expense to Owner, at all times that any entry is made upon the Premises, evidence of insurance (which may be in the form of certificates of insurance (e.g., an ACCORD 25)) against claims for personal injury (including death), and property damage, under a policy or policies of commercial general public liability insurance of not less than \$1,000,000 in respect to bodily injury (including death), and not less than \$3,000,000 of excess liability insurance, naming Owner as an additional insured, which requirement may be satisfied by "excess insurance" or "umbrella insurance." Each policy shall be on an occurrence basis and not on a claims made basis. Each policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to Owner, and each policy shall be issued by a recognized, responsible insurance company licensed to do business in the State of New Jersey. Proof of payment of the premium of each policy and each replacement policy shall also be delivered to Owner.

(b) Furnish or cause to be furnished to Owner and cause to be maintained and kept in effect, without expense to Owner, at all times that any entry is made upon the Premises, evidence of adequate workers' compensation insurance in statutory limits to cover employees of Entrant and any of the Consultants engaged in Activities at the Premises.

(c) Furnish or cause to be furnished to Owner and cause to be maintained and kept in effect, without expense to Owner, at all times that any entry is made upon the Premises for purposes of any permitted invasive testing or sampling, evidence of contractor's pollution liability insurance of not less than \$2,000,000, naming Owner, Owner's Parties and Owner's mortgagee, if any, as additional insureds. Each policy shall be on an occurrence basis and not on a claims made basis. Each policy shall provide that it cannot be cancelled without at least thirty (30) days prior written notice to Owner, and each policy shall be issued by a recognized, responsible insurance company licensed to do business in the State of New Jersey. Proof of payment of the premium of each policy and each replacement policy shall also be delivered to Owner.

7. Prior to each entry upon the Premises, Entrant shall, at least three (3) Business Days in advance of each entry if such entry pertains to any permitted invasive, physical testing, and at least one (1) Business Day in advance of all other entries, notify Owner, in writing, which notice may be by email to [_____]; and tdenitzio@greenbaumlaw.com and which shall set forth in reasonable detail:

(a) the date and time of the proposed entry upon the Premises;

(b) the identity of all known persons and entities who will enter upon the Premises on Entrant's behalf;

- (c) the nature, location and extent of all Activities to be performed upon the Premises;
- (d) whether the persons entering upon the Property shall be wearing any environmental protective gear; and
- (e) the estimated duration of the entry.

Entrant shall not have the right to conduct any physical, invasive testing without Owner's prior written approval, which shall be in Owner's sole and unfettered discretion. Owner shall not have any approval right with respect to any other notification provided for in this Section 7, but shall have the right to have a representative present during any such entry and to take split samples.

8. Owner shall have the right to terminate this Agreement with respect to any Property, with or without cause, and without any liability to Entrant, upon written notice to Entrant.

9. Upon request, Entrant shall deliver to Owner copies of all Environmental Documents generated by the Activities. This paragraph 9 shall survive termination of this Agreement.

10. The Activities, including the results of all sampling and all documents generated with respect to these activities (the "Confidential Information"), shall be kept confidential by Entrant and its Consultants and the employees, agents and contractors. If disclosure of the Confidential Information is required pursuant to law, or pursuant to court or other administrative process, then Entrant, its employees, agents or contractors, as the case may be, shall give immediate written notice to the Owner, specifying to whom and why such disclosure is required, and no such disclosure shall be made if Owner objects, unless and until a determination requiring the disclosure is made by a court of competent jurisdiction. Owner shall have the right to interpose all objections that Owner may have to the disclosure, and Entrant shall, and shall cause Entrant's Consultants and the employees, agents and contractors, at no cost to Owner, to reasonably cooperate with Owner in connection with such objections, including giving testimony and signing affidavits, certifications or other documentation as may be required by Owner, provided the information contained in the affidavits, certifications or other documentation is true and accurate. Prior to the initial entry upon the Property, Entrant shall advise anyone acting on behalf of Entrant, including the Consultants, of the terms of this confidentiality provision and their obligation to be bound by it. This confidentiality provision shall survive the expiration or earlier termination of this Agreement but shall terminate at the earlier of one (1) year from the date hereof or the Rooney Closing as defined in that certain First Amendment to the Amended and Restated Real Estate Contract between Owner and BNE Acquisitions, LLC (the "First Amendment").

11. Entrant shall indemnify, defend and hold Owner and its partners, members, officers, directors, shareholders, agents and employees harmless from and against all claims, liabilities, losses, penalties, damages and costs, foreseen or unforeseen, including, without limitation, reasonable legal, engineering and other professional or expert fees and expenses which any or all them may incur, resulting directly or indirectly, wholly or partly, from the access granted hereunder, the Activities, or any action or non-action by or on behalf of Entrant or any

Consultant, or both, including without limitation any breach by a Consultant or anyone else acting on behalf of Entrant to comply with the confidentiality provisions of this Agreement. Entrant releases and covenants not to sue Owner with respect to any personal injury or property damage suffered by Entrant, Consultant, the employees, representatives, agents and/or any third party, resulting directly or indirectly, wholly or partly, from the breach, the access, the Environmental Activities or any action or non-action by or on behalf of Entrant Consultant or both unless caused by the gross negligence or willful misconduct of Owner. This paragraph 11 shall survive termination of this Agreement.

12. All notices or other communications required or permitted hereunder shall be in writing, and shall be given by any nationally recognized overnight delivery service with proof of delivery, sent to the intended addressee at the addresses set forth below, or to such other addresses or to the attention of such other persons as the addressee will have designated by written notice sent in accordance herewith. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement will be as follows:

If to Owner:

West Orange Office Executive Park LLC
782 Lyons Avenue
Irvington, New Jersey 07011
Attn: Mark Berger

With copies to:

Greenbaum Rowe Smith & Davis LLP
99 Wood Avenue South
Iselin, New Jersey 08830
Attention: Thomas J. Denitzio, Jr., Esq.

If to Entrant:

Township of West Orange
66 Main Street
West Orange, New Jersey 07052-5313
ATTN: Mayor Robert D. Parisi and
John Sayers, Business Administrator

With a copy to:

Richard Trenk, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

Notices given by overnight delivery service as aforesaid shall be deemed received and effective on the first Business Day following such dispatch. Notices may be given by counsel for the parties described above, and such notices shall be deemed given by said party for all purposes hereunder.

13. The right of access shall automatically terminate at 5 p.m. on the earlier of the date the Redevelopment Agreement is terminated or the date on which the Rooney Closing (as defined in the First Amendment) occurs.

14. All obligations imposed upon Entrant shall survive the expiration or earlier termination of this Agreement but shall terminate at the earlier of (i) one (1) year from the date hereof or (ii) the Rooney Closing.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No change, addition or modification to this Agreement shall be effective unless signed in writing by all parties.

16. Entrant and Consultants shall not assign any rights or delegate any responsibility imposed under this Agreement.

17. In all references in this Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender and number as the text of this Agreement may require.

18. This Agreement shall be binding upon Entrant, its successors and permitted assigns and shall inure to the benefit of Owner, its successors and assigns.

19. This Agreement may be executed in multiple counterparts, each of which, when assembled to include a signature for each party contemplated to sign this Agreement, will constitute a complete and fully executed Agreement. All such fully executed counterparts will collectively constitute a single agreement. The delivery of an executed counterpart of this Agreement via electronic means, such as e-mail or facsimile, shall be as legally binding on the party so delivering same as the delivery of a counterpart bearing an original signature.

20. Entrant and Consultant shall not record this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

In Witness Whereof, the parties have duly executed and delivered this Agreement as of December _____, 2018.

Owner

West Orange Office Executive Park, LLC
a Delaware limited liability company

By: West Orange Office Executive Park Mezz
LLC, a Delaware limited liability company, sole
member

By: West Orange Office Executive Park LLC,
a New Jersey limited liability company,
managing member

By: Dolphin Management LLC
a New Jersey limited liability company,
sole member

By: _____
Name: Moses Berger, as Sole Manager of
Dolphin Management LLC

Entrant

**TOWNSHIP OF WEST ORANGE,
NEW JERSEY**

By: _____
Robert D. Parisi, Mayor

RESOLUTION AUTHORIZING THE PURCHASE OF POLICE FIREARMS THROUGH NEW JERSEY STATE CONTRACT #17-FLEET-00787

WHEREAS, the Township of West Orange Police Department has the need to purchase firearms and related paraphernalia; and

WHEREAS, maintenance and replacement of this equipment on a timely basis is essential to both public and officer safety; and

WHEREAS, the Township of West Orange as a Local Government Unit, may without advertising for bids, purchase any goods or services under any contract for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury pursuant to the provision of N.J.S.A. 40A: 11-12; and

WHEREAS, the State Division of Purchase and Property has awarded a contract to: Atlantic Tactical, 772 Corporate Circle, New Cumberland, PA 17070 as an authorized distributor under the New Jersey Contract #17-FLEET-00787; and

WHEREAS, the Atlantic Tactical Company has quoted the State Contract pricing for this equipment to be \$67,003.68 (see Exhibit "A"). There will be an undetermined amount of credit applied to final cost due to some of the Township's current equipment will be used as a trade-in to offset the total cost of this purchase.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange hereby authorizes the Purchasing Agent, on behalf of the Township to issue and execute a purchase order to Atlantic Tactical with funds certified available by the Chief Finance Officer.

Karen J. Carnevale, R.M.C., Municipal Clerk

Jerry Guarino, Council President

Adopted: December 18, 2019

I hereby certify funds are available from Account no(s) 03-2584-19-0100-311 \$65,000.00 and 03-2584-19-0100-211 \$ 2,003.68

John O. Gross, Chief Finance Officer

RESOLUTION

WHEREAS, a number of local governmental units in the State of New Jersey have joined together to form a Joint Insurance Fund as permitted by the Chapter 372 Laws of 1983 (40A:10-36); and

WHEREAS, the statutes and regulations governing the creation and operation of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a Fund; and

WHEREAS, the Governing Body of the Township of West Orange has determined that membership in the Garden State Municipal Joint Insurance Fund (hereinafter referred to as the “Fund”) is in the best interests of itself and its citizens; and

WHEREAS, the Governing Body of the Township of West Orange has previously executed a resolution to join the Garden State Municipal Joint Insurance Fund subject to the acceptance of its assessment;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Township of West Orange (hereinafter the “Municipality”) does hereby resolve and agree to renew its membership in the Fund for a period not to exceed three (3) years beginning January 1, 2020, and ending December 31, 2022, for the purpose of establishing the following types of coverage:

- Workers’ Compensation and Employer’s Liability;
- General Liability, including law enforcement and public officials liability;
- Motor vehicle liability;
- Property Damage (buildings, contents, equipment and motor vehicle).

BE IT FURTHER RESOLVED, that the Municipality has never defaulted on claims and has not been canceled for nonpayment of insurance premiums for a period of at least two (2) years prior to the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that the Business Administrator and the Municipal Clerk are authorized and directed to execute the Indemnity and Trust Agreement in the form annexed hereto as Exhibit “A” and such other documents signifying membership in the Fund and to deliver same to the

Executive Director of the Fund with the express reservation that said document shall become effective only upon approval by the New Jersey Department of Insurance and the Department of Community Affairs.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: December 18, 2019

I hereby certify that the above is a true and exact copy of the Resolution adopted by the Municipal Council of the Township of West Orange at their Regular Meeting held on December 18, 2019.

Karen J. Carnevale, R.M.C.
December 18, 2019

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to obtain a loaner ambulance vehicle (“Ambulance”) from VCI Emergency Vehicle Specialists; and

WHEREAS, the Garden State JIF has agreed to pay any and all charges associated with the loaner of the Ambulance; and

WHEREAS, in order to loan the Ambulance, the Township must take title to the Ambulance and then return title when the loan is completed;

WHEREAS, in order to complete the loan of the Ambulance, the Township must execute the Loaner Order Form annexed hereto **Exhibit “A”** and the Restricted Power of Attorney annexed hereto as **Exhibit “B.”**

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to execute the Loaner Order Form annexed hereto as **Exhibit “A”** and the Restricted Power of Attorney annexed hereto as **Exhibit “B”**; and be it further

RESOLVED, the upon completion of the loan, the Township shall have the authority to execute any and all agreements to properly return title of the Ambulance; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Loaner Order Form annexed hereto as **Exhibit “A”** and the Restricted Power of Attorney annexed hereto as **Exhibit “B”**; and be it further

RESOLVED that a copy of this resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen Carnevale, R.M.C.
Township Clerk

Jerry Guarino
Council President

Adopted: December 18, 2019

Exhibit “A”

Retail Buyer's Order:

☐ New

☐ Used

☐ Demo

☒ **Loaner**



43 Jefferson Avenue, Berlin, New Jersey 08009 (856) 768-2162

PURCHASER <u>Township of West Orange</u>			DATE <u>11/26/19</u>	STOCK NO.
ADDRESS <u>66 Main Street</u>		West Orange		NJ 07052
Street		City		State Zip
TELEPHONE	BUSINESS FAX		E-MAIL	
D. L. #	SOC SEC #		D.O.B.	
ENTER ORDER FOR <u>1998</u> <u>E-450</u> <u>PL Custom</u>			SALES REP	
Year Make Model			1FDXE40F3WHB96825	
BODY TYPE <u>Choose Or</u>	COLOR <u>Red</u>	MILES <u>83,000</u>	SERIAL NO	

INTERIOR TRIM COLOR		IF A NEW VEHICLE SALE The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer sells this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and purchaser hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by the selling dealer.	
IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.			
TO BE DELIVERED ON OR ABOUT		IF USED VEHICLE SALE-CHECK APPROPRIATE BOX ☐ This vehicle is sold "as is" and the selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and purchaser hereby assumes any such risks. OR ☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.	
Value of Unit	\$12,000.00		
Additional Equipment (options)		ALL USED VEHICLE SALES DEALER'S OBLIGATION The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price to the purchaser in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the purchaser's own act. The undersigned, before entering into this contract to purchase, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from date of issuance of permanent registration.	
Discounts		Date <u>X</u> Purchaser's Signature	
Discounts		WAIVER OF DEALER'S OBLIGATION The undersigned, before entering into this contract to purchase, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price of the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval.	
TOTAL PRICE OF VEHICLE		Date <u>X</u> Purchaser's Signature	
Less Trade-in		TRADE-IN DESCRIPTION AND ALLOWANCE	
TOTAL TAXABLE AMOUNT		Year _____ Make _____ Model _____	
N.J. Sales Tax		Serial No _____ Mileage _____	
		Trade-in Value _____ Date of _____	
Luxury Tax (if Applicable)		Less Balance Owed _____	
		Net Trade-in Allowance _____	
Registration/Title Fee		Balance Owed to: _____	
Documentary Fee		Address: _____	
NET PAY-OFF ON TRADE-IN		Account No.: _____	
TOTAL VALUE OF UNIT	\$12,000.00	Info From _____ Good Thru _____	
		Purchaser verifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Purchaser verifies the above mileage of trade-in vehicle is accurate.	
		Date <u>X</u> Purchaser's Signature	
THIS ORDER NOT SUBJECT TO CANCELLATION-			

Purchaser agrees that this Order on the face and any attachments to it includes all the terms and conditions of the sale. Purchaser further agrees that this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized agent comprises the completed and exclusive statement of the terms of the agreement between Purchaser and Dealer. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR AUTHORIZED REPRESENTATIVE. Purchaser by execution of this Order acknowledges that they have read its terms and conditions and has received a true copy of the Order. YOU HAVE THE RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC DOCUMENTATION AND PRE-DELIVERY SERVICE, WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS REIMBURSED BY THE MANUFACTURER. I AM 18 YEARS OF AGE OR OLDER AND OF FULL LEGAL CAPACITY TO ENTER INTO THIS CONTRACT.

Accepted by Kim Troxell X

Date 11/26/19 Kim Troxell Date Purchaser's Signature

DEPOSIT NON-REFUNDABLE

☒ ORIGINAL ☐ CUSTOMER COPY

Exhibit “B”



**RESTRICTED POWER OF ATTORNEY
FOR MOTOR VEHICLE REGISTRATION/TITLE ONLY**

To Whom It May Concern:

_____ of _____ West Orange Township of _____ hereby duly appoint
Kim Troxell _____ of BAY HEAD INVESTMENTS, INC. dba VCI Emergency Vehicle Specialists as its
attorney in fact to sign all papers and documents that may be necessary in order to secure motor vehicle registration
and title papers.

I, _____ of _____ West Orange Township of _____ holding the office of _____
do further agree to indemnify and save the state of New Jersey harmless
From responsibility which might occur from the issuance of the motor vehicle registration and title.

Further, this power of attorney shall be solely for the purpose of titling and registering the following motor vehicle:

YEAR: _____ 1998 _____ MAKE: _____ Ford _____ COLOR: _____ Red _____
MODEL: _____ E-450 _____ VIN: _____ 1FDXE40F3WHB96825 _____

Signature

Printed Name and Title

West Orange Township of _____ Organization

66 Main Street, West Orange, NJ _____ 07052 _____
Address

WITNESSED MY HAND AND SEAL AFFIXED AT

on the _____ day of _____ 201____

Notary of Public

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to lease an E-One Hush Pumper (“Pumper”) from ABC Emergency Rental; and

WHEREAS, the Garden State JIF has agreed to pay any and all charges associated with the lease of the Pumper; and

WHEREAS, ABC Emergency Rental, the Township and the Garden State JIF have agreed to the terms of a Master Agreement annexed hereto as **Exhibit “A”** providing the Township with the Pumper.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to execute the Master Agreement annexed hereto as **Exhibit “A”**; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Master Agreement annexed hereto as **Exhibit “A”** and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

RESOLVED that a copy of this resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen Carnevale, R.M.C.
Township Clerk

Jerry Guarino
Council President

Adopted: December 18, 2019



ABC EMERGENCY RENTAL

6712 S. Crescent Blvd

Pennsauken, NJ 08109

(609) 868-3142

ABC Emergency Rental – Master Agreement

Date: December 4, 2019

Prepared By: John Perozzi Jr

Invoice Number: 2019-0015

Customer Information:

Billing Customer: NIP Management – GSMJIF

Billing Contact: Tenisha Smith

Billing Address: 900 U.S. Route 9

Woodbridge, N.J. 07095

Billing Phone: 732-362-5458

Billing Email: tsmith@nipgroup.com

Leasing Customer: Twp Of West Orange Fire

Leaser Contact: Chf. Anthony Vecchio

John Gross CFO

Leaser Address: 66 Main Street

Twp of West Orange, N.J. 07052

Leaser Phone: 973-325-4185

Leaser Email: firechief@westorange.com

jgross@westorange.com

TERMS AND CONDITIONS OF LEASE

This Master Lease Agreement (hereinafter Lease) dated December Day of 19, 2019, is for the lease of an emergency vehicle and/or equipment if any (hereinafter Vehicle) as described in Schedule A Vehicle Identification hereto attached, by and between ABC Rent-A-Car Inc., trading as ABC Emergency Rental (Lessor), a New Jersey corporation, with its principal office located at 6712 S. Crescent Blvd, Pennsauken, NJ 08109 and Township of West Orange (Lessee)

With its principal office located at: 66 Main Street

In the County of: Essex County

In the city/township/village of: Township of West Orange

In the State of: New Jersey

ABC Emergency Rental and the Lessee shall sometimes be collectively referred to as the "Parties". This Master Agreement provides the basic terms of every rental contract between ABC Emergency Rental and Lessee, however, the specifics of each rental contact shall be found in (if and as necessary) the Supplemental Rental Agreement(s) ("Supplemental Agreement(s)") or the Rental Extension Agreement(s) ("Extension Agreement(s)"). All capitalized terms are defined herein or in the Supplemental Agreement or Extension Agreement

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

1. **Vehicles Covered:** ABC Emergency Rental agrees to lease to the Lessee and the Lessee agrees to lease from ABC Emergency Rental certain vehicle(s) (the "Vehicle(s)") subject to all terms, conditions and provisions set forth herein
2. **Term of Lease:** Subject to the Terms and Conditions of this lease, Lessor hereby leases to Lessee and Lessee hereby leases from the Lessor the Vehicle(s) set forth on Schedule A "Vehicle Information" hereto attached to this Lease for a Term commencing on 19 Day of December, 2019 (Commencement Date) and continuing thereafter until and including 3 Day of June, 2020 (Termination Date), (Commencement Date and Termination Date herein after the collectively titled "Term") or until such time as the parties mutual agree in writing signed by the Lessor and authorized person(s) on behalf of the Lessee.
3. **Payment of Rental:** Lessee agrees that it will pay the rental rate and other charges as set forth in this Lease and/or the Leases (the Rental Charges), including, but not limited to, time, , mileage, fuel, service, transportation, delivery, pick-up and all other charges, in advance on the day specified. In addition to the Rental Charges, Lessee shall pay and/or reimburse ABC Emergency Rental for any sales tax, use tax, personal property tax, license fee, registration fee or fees levied or based upon the rental, use or operation of the Vehicle. During the terms of this Master agreement, the rental rate set forth in this Lease (Rental Rate) shall entitle Lessee to use the Vehicle subject to the time of this Lease. As listed in paragraph 2 of this Lease. All rental charges shall be paid to ABC Emergency Rental as it address set forth in this Lease and/or any Supplemental Agreement or Extension Agreement or in such other manner or as such other place as ABC Emergency Rental notifies the Lessee. Lessee shall make all payments under this Master Agreement, all Supplemental Agreements and Extension Agreements without set-off, counterclaim or defense.
 - a. Lessee shall pay to ABC Emergency Rental a Rental Charge for the use of the Vehicle(s) as follows: The number of Vehicle(s) shall be multiplied by the monthly/daily price of the Vehicle(s), multiplied by the number of months/days in the Term. The Rental Charge for this Lease shall be:

1 Vehicle(s) for 6 – 28 Day Cycles at \$210.00 Per day or any part = \$35,280.00
Plus a Domestic Rental Fee of \$140.00
Total Rental Charge - \$35,420.00
 - b. The Rental Charge will be payable by the 30 of the month of December and in accordance with Schedule B "Rental Charge"
 - c. Lessee covenants to pay all payments when due without any setoff, deduction or demand whatsoever, unless otherwise mutually agreed in a writing signed by all parties. Any monies paid or expenses incurred by Lessor in accordance with this Lease will be payable to Lessor. Any payments provided for in this Lease will be due with the next Rental Charge payment due after receipt of notice of such Additional payment from Lessor

Nothing contained in this Lease will be deemed to suspend or delay the payment of any sum at the time it becomes due and payable under this Lease, or limited any other remedy of the Lessor.

4. **Security for Customer's Performance:** Lessee shall also provide ABC Emergency Rental with a Deposit of \$0.00. The Lessor **may** use the deposit to set off against any unpaid rental charge or any such other cost expenses and amount due to Lessor in accordance with this Lease, that are past due. The deposit is in no way a limit of any such cost expense and amount due to Lessor in accordance with this Lease. If the Lessor set off any such cost expenses and amount due to Lessor in accordance with this Lease, the Lessee must provide Lessor with such monies to bring the deposit to its prior amount before the setoff, upon the request of the Lessor, within 10 (ten) Business day.

Concurrently with the execution of this Master Agreement, ABC Emergency Rental may demand delivery of a valid credit card account (the "Credit Card Account") to secure the performance by the Lessee of its financial obligations under this Master Agreement. Supplemental Agreement(s) and Extension Agreements). Lessee hereby authorizes ABC Emergency Rental to charge the Credit Card Account in an amount equal to one (1) times the Rental Rate as additional Security Deposit for Customer's obligations on each Vehicle rented. Which amount shall be credited to the Credit Card Account within five (5) days of the return of the Vehicle, less any unpaid Rental Charges or damages assessments. Additionally, Customer hereby authorizes ABC Emergency Rental to charge the Credit Card Account in the event of default, loss, damage or other occurrence of default, including, but not limited to. Failure to pay the Rental Charges, notwithstanding ABC Emergency Rental may avail itself of any other available remedies hereunder. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year will be forfeited.

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

5. **ABC Emergency Rental Disclaimer of Warranty; Customer's Obligation Unconditional:** THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY ABC EMERGENCY RENTAL TO THE CUSTOMER, EXCEPT AS CONTAINED IN THIS MASTER AGREEMENT OR ANY SUPPLEMENTAL AGREEMENT OR EXTENSION AGREEMENT AND ABC EMERGENCY RENTAL SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER, NOR TO ANYONE ELSE, OR ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT OF THE VEHICLE OR BY THE FAILURE OF THE VEHICLE , OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE LEASED UNDER THIS AGREEMENT. LESSEE HAS INSPECTED AND IS FULLY FAMILIAR WITH THE VEHICLE AND ACCEPTS THE VEHICLE "AS IS" AND "WITH ANY AND ALL FAULTS". NO DEFECT IN OR UNFITNESS OF THE VEHICLE AND NO LOSS OR DAMAGE THERETO AND NO OTHER CONDITION CIRCUMSTANCE WHATSOEVER, INCLUDING, WITHOUT LIMITATIONS, THE UNAVAILABILITY THEREOF FOR ANY REASON WHATSOEVER, SHALL RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR RESULT IN THE ABATEMENT OR SUSPENSION OF ANY SUCH OBLIGATION, WHICH ARE ABSOLUTE AND UNCONDITIONAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW. ABC EMERGENCY RENTAL SHALL INCUR NO LIABILITY WHATSOEVER TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN OR CONDITION OF THE VEHICLE OR THE USE, OPERATION, OR FUNCTIONING OF THE VEHICLE. In addition to and without limiting the provisions of this Section, Lessee confirms that in entering into this Master Agreement and by accepting each Vehicle leased (1) it has relied solely on (i) its knowledge and (ii) its inspection of each Vehicle(s) and (2) it has not relied on any promise, affirmation, description, or other statement by ABC Emergency Rental, all of which are superseded by this Master Agreement. Lessee authorizes the deletion of any safety equipment and accepts all liability for injury or loss incurred thereby.
6. **Vehicle Condition:** LESSOR MAKES NO REPRESENTATIONS OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, WITH RESPECT TO THE VEHICLE INCLUDING, WITHOUT LIMATATION, THE CONDITION OF THE VEHICLE, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AS TO LESSEE AND OR LESSOR, THEREFORE, LESSEE EXPRESSLY AGREES THAT LESSEE LEASES THE VEHICLE "AS IS."
7. **Delivery and Pick-up Charges:** Lessee shall pay Lessor a delivery charge of \$0.00 and pickup charge of \$0.00. Lessee may incur additional charges including \$0.00 per half hour for delivery, \$0.00 per half hour for pick-up of the Vehicle or for the transfer cost incurred by Lessor in connection with using extra vehicles required to bring the delivery drivers back to Lessor's place of business, and \$0.00 per half hour for waiting time. Lessee shall reimburse Lessor for all tolls paid by Lessor during the delivery or pickup of each Vehicle. Vehicle(s) shall be returned to Lessor by Lessee with a full tank of gas or the amount of fuel in the tank at the time of Vehicle delivery for lease. If a Vehicle is not returned with a full tank of gas or to the amount of fuel in the tank at the time of Vehicle delivery for lease, Lessor shall charge Lessee for the cost of the fuel necessary to fill the Vehicle's tank(s) at market price plus \$1.50 per gallon of fuel . These charges can and maybe waived at the sole discretion of ABC Emergency Rental.
8. **The Lessee shall** use the Vehicle in the ordinary course of fire or emergency related business.
9. **This is a Lease only** and Lessee does not, by this Lease, acquire any right, title, or interest in or to the Vehicle
10. **Walk-Around Sheet:** Lessee must sign a Walk-Around Sheet as provided by the Lessor prior to Lessee's taking temporary possession of the Vehicle. It shall be conclusively presumed that the Vehicle is in neat and proper appearance, good repair, mechanical condition, and running order when accepted by Lessee.
11. **Location and Inspection of the Vehicle:** Inspections: Lessee shall keep each Vehicle in Lessee's possession and control at Lessee's place of business or job site, except that the Vehicle may be moved in the normal course of Lessee's business or to such other location to which the Vehicle may be moved with the prior written consent of ABC Emergency Rental. ABC Emergency Rental may, without notice to Lessee, at any time during normal business hours, enter the premises where any Vehicle owned by ABC Emergency Rental is located and inspect the same.

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

12. **Vehicle Drivers:** Lessee, as named above, represents that, ALL persons driving, handling and or otherwise operating the Vehicle are: (a) shall be operated by safe, careful, legally qualified, and properly licensed drivers; (b) be licensed to drive the type or form of vehicle leased for at least 5 (five) years of experience or over; (c) Free from any physical infirmity, chronic illness or mental disorder which could affect the safe operation of the Vehicle; (d) knowledgeable about Vehicles so as to provide safe operation of the Vehicle; and (e) No person under the age of 25 years are allowed to drive the Vehicle; (f) All drivers of the Vehicle must have 5 (five) years of experience of driving a Vehicle of the same or similar model as described in Schedule A attached hereto, without any incident and or accident, within those years of driving said types or forms of the Vehicle(s). The drivers are conclusively presumed to be the employees and or agents of Lessee (fire department and or Fire Company) only. Lessee shall cause the drivers to operate the Vehicles with reasonable care and precaution in order to prevent loss or damage to the Vehicles due to negligent or reckless use, abuse, fire, theft or collision. All persons operating the Vehicle, will abide by all Rules, Regulations and Statutes that they are governed by, the State of New Jersey or otherwise. Lessee further agrees that the operation of the Vehicle leased will be in a safe and prudent manner and will conform strictly to the above statutes, rules and regulations.
13. **Repairs; Maintenance; Use; Alterations:** Lessee shall perform and pay for all normal, periodic and other basic service, adjustments, and lubrication of any Vehicle in its control and possession, including, but not limited to: checking the fuel, oil and water levels of the Vehicle before each daily shift, and supplying same; checking cooling system (engine only); and checking tire pressures and battery fluid and charge levels weekly. Lessee shall, at its sole expense and cost, keep any and all Vehicles in good repair, condition and working order and furnish, at its sole expense and cost, all labor, parts, materials and supplies required therefore; including performing, or having performed, an A service on each Vehicle, replacing engine oil and filters, every three hundred (300) hours and providing all service suggested by the manufacturer of the Vehicle. Lessee will maintain accurate and complete records and logs of all repairs to and maintenance on each Vehicle; Lessee will furnish copies thereof to ABC Emergency Rental and will allow ABC Emergency Rental to inspect such records and logs at any time during Normal business hours. Each Vehicle shall at all times be used solely for commercial or business purposes, and shall be operated in a careful, safe and proper manner and in compliance with all applicable laws, rules, regulations, ordinances and insurance requirements, All Vehicles Rented are licensed for travel on the Federal Highways in 48 States. Any and all state or local permits for state or county road use are the responsibility of the Lessee. Any modifications or additions to the Vehicle required by any governmental entity shall be promptly made by Lessee at its sole expense and cost. No Vehicle shall be used, operated, or driven (i) to carry person other than the driver, or employees and/or volunteers of the Lessee, or (ii) to transport property for hire, unless the necessary and applicable permits and licenses have been obtained by Lessee which are the sole and exclusive responsibility of Lessee. The Vehicles rented under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) are owned by and operate under DOT numbers assigned to ABC Emergency Rental. No Vehicle identification, of any kind, shall be removed, covered, or defaced in any way. If the Vehicle is used in violation of any part of this Section, or is obtained from ABC Emergency Rental by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of the Vehicle is and shall be deemed without ABC Emergency Rental's permission. Each Vehicle shall be operated only by a qualified operator, licensed where required by the law of the state or states in which the Vehicle is being operated in, who is either the Lessee or an authorized operator and employee of Lessee. The use of a Vehicle by Lessee or its employees shall be at Lessee's sole risk and subject to the terms and conditions of this Master Agreement. Without the prior written consent of ABC Emergency Rental, Lessee shall not make any modifications or additions to or changes in any Vehicle except as may be required in order to comply with or under this Section. Any violations and/or fines due to violation of the laws regarding shall be the sole responsibility of the Customer.

Lessee shall not without the prior written consent of Lessor (i) paint signs on any Vehicle(s); (ii) allow any non-removable signs or stickers to be placed on any Vehicle(s); (iii) use any Vehicle(s) outside of the State of New Jersey, Pennsylvania, Delaware or the state to which the Vehicle(s) has been delivered, without the prior written consent of Lessor; or (iv) permit an employee, officer, agent or representative of Lessee to make personal use of the Vehicle(s). The Lessee shall at all times park and lock the Vehicle(s) in a safe place specifically designated for, and used exclusively for the parking of the Vehicle(s) when they are not in use. The Lessee shall at all times maintain the interior and exterior of the Vehicles in clean condition. If Lessor allows Lessee to (i) paint signs on any Vehicle; or (ii) allow any non-removable signs or decals or stickers to be placed on any Vehicle the Lessee is responsible for their removal and any damage to the Vehicle as a result of such removal including but not limited to scratches, dents and or discoloration of the paint of the Vehicle. Should Lessee violated any terms of this paragraph, upon notice to Lessee, Lessee hereby agrees to allow the Lessor to use the Deposit to rectify said breach of this Lease and shall immediately replenish the Deposit so that it will be in the same amount as was required at the Lease execution.

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

14. **Safe Operation and Loss of Operation of Vehicle:** During the Term of this Lease, Lessee will be solely responsible for the safe and careful operation of the leased Vehicle. Lessee acknowledges that they have examined the Vehicle prior to taking possession, and finds it to be in good condition. Lessee will be liable for and will pay for any and all loss or damage to the Vehicle during the Term of this Lease resulting from any cause whatsoever, as well as any consequential and incidental damages arising during or after the Term of the Lease. Damage will include, but is not limited to: damage in whole or in part to motor, body, , windshield, lights, antenna, and other fixtures; theft, destruction in whole or in part; towing charges, repair labor cost; and the loss resulting from the inability of the Lessor to lease, the Vehicle to others during the time when repairs or replacement of the damaged Vehicle and or equipment is being accomplished. Damages will be deducted from the deposit, but the deposit will not operate as a limit on the amount of damages.
15. **Assumed Risk:** Lessee assumes all risks and liability for injuries or death of persons and damages to, property, and the Vehicle whether or not insured, however arising from an incident to the use, operation or possession of the Vehicle, whether or not the Vehicle is working properly, and whether such injury or death to persons be to persons in the Vehicle or building or place of emergency or other place. Lessee will indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liability, including attorney's fees, resulting from or arising out of the use, operation, or possession of the Vehicle; whether or not same is due in whole or in part to the negligence, strict liability or other fault of Lessor, its agents or employees. The indemnities and assumptions of liabilities and obligations provided for here will continue in full force and effect notwithstanding the expiration or other termination of this lease, and will be effective regardless of any insurance coverage by Lessor. Lessee further grants to Lessor the right to recover reasonable attorney fees and costs incurred in the enforcement of this indemnity provision.
16. **Liability:** Lessee releases, waives and discharges Lessor, its owners, employees, agents and assigns, from all liability to the Lessee, its employees, agents, assigns and guests for any and loss or damages, and any resulting claim for damages, on account of injury or death to Lessee, its employees, agents, assigns, third parties and guests, or damage to or loss of property, whether caused by Lessor's negligence or otherwise, while Lessee is in the possession or operation of the Vehicle. The releases, waives and discharges provided for here will continue in full force and effect notwithstanding the expiration or other termination of this lease, and will be effective regardless of any insurance coverage by Lessor, Lessee further grants to Lessor the right to recover reasonable attorney fees and costs incurred in the enforcement of this provision
17. **Involvement in an Accident:** If a Vehicle is involved in any accident, Lessee shall, or Lessee shall cause its agents or employees, to notify Lessor (a) immediately by telephone and (b) within forty-eight (48) hours of the accident in writing, giving all information relative to the accident including, but not limited to, the date, time, place, and circumstances of the accident, the names and addresses of persons injured, the owners of property damaged, and names and addresses of witnesses. Lessee shall provide Lessor with a copy of the police report for such accident within fourteen (14) days of the date of the incident. Lessee, its agents and employees shall cooperate fully with Lessor, the insurer and the authorities in the investigation of such accident and the defense of any claim or suit, and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee shall promptly deliver to Lessor, or its designee, any and all papers, notices, summonses, processes, and documents whatsoever served upon or delivered to Lessee or Lessee's agents or employees in connection with any claim, suit, action, or proceeding at law- or in equity commenced or threatened against Lessee or Lessor arising out of the ownership, maintenance, use, or operation of any Vehicle.
18. **Loss and Damages to Vehicle:** Lessee assumes and shall bear the risk of loss of and damage to any Vehicle from any cause whatsoever, regardless of whether the risk is insured. Lessee's failure to perform proper repairs and maintenance, as described in this Lease, shall provide an irrefutable presumption that Lessee is liable for any mechanical or physical damage to the Vehicle and that any such mechanical or physical damage is the result of the Lessee's failure to maintain. Lessee will immediately notify ABC Emergency Rental of any damage to, or loss, destruction, or theft of the Vehicle or of any part thereof with the full details of the occurrence. ABC Emergency Rental documents the condition of the Vehicle(s) (Walk around Sheet) rented upon delivery to the Lessee, and again when the Vehicle(s) is returned. If the Vehicle is damaged or partially lost or destroyed, Lessee shall, at its sole expense and cost, promptly repair the Vehicle in a permanent manner and in its same condition and working order as at the acceptance of the Vehicle by the Lessee, using only the best parts and materials that are available. Failure for the Lessee to repair the Vehicle before returning it to ABC Emergency Rental shall result in

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

Cont... ABC Emergency Rental back billing the Lessee for the damages, and the Lessee shall continue to be obligated to pay the Rental Charges under and in accordance with the Lease hereof, until such time as the Vehicle is again completely operable. If the Vehicle is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed or compromised total loss, Lessee shall promptly pay ABC Emergency Rental the **replacement** price of the Vehicle (the "Termination Payment"); and until such time as Lessee makes the Termination Payment, Lessee shall continue to be obligated to pay the Rental Charges under and in accordance with the Lease hereof. Without relieving Lessee of its obligation to make the Termination Payment and without deferring that obligation, ABC Emergency Rental will apply toward the Termination Payment any amounts received by and payable to ABC Emergency Rental under this Master Agreement or any Supplemental Agreement or Extension Agreement and any payments with ABC Emergency Rental receives on account of such total loss or such constructive, agreed or compromised total loss under the insurance maintained pursuant to the Lease. Upon receipt of the Termination Payment and performance by Lessee of all of its other obligations under the Master Agreement and corresponding Supplemental Agreement(s) and Extension Agreement(s), ABC Emergency Rental will transfer and assign to Lessee, without recourse, any remaining rights which ABC Emergency Rental has under such insurance and, to the extent permitted by the insurer in writing, any title and interest which ABC Emergency Rental has in the Vehicle. ABC Emergency Rental's transfer of any title and interest in the Vehicle will be "AS IS, WHERE IS", SUBJECT TO THE PROVISIONS OF THE LEASE. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Lessee and shall be accessions to the Vehicle and shall belong to and immediately become the property of ABC Emergency Rental.

19. **Accident Event Reports:** In the event of any collision, accident or casualty involving this Vehicle, Lessee agrees to furnish the Lessor with a complete report of the same immediately (within a 12-24 hour period), in writing, including the names and addresses of all witnesses and parties involved.
20. **Unable to Operate Vehicle:** If any Vehicle is damaged or is unable to operate, for any reason, Lessee shall promptly contact Lessor to arrange for service of such Vehicle. Lessee shall make such Vehicle available to Lessor, in the sole discretion of the Lessor, by either (i) delivering such Vehicle to Lessor's address above in this Lease, or (ii) leaving such Vehicle parked at Lessee's place of business so Lessor may perform the service or maintenance of the Vehicle. In the event that a Vehicle is disabled while on the road, notifying Lessor of the exact location of the Vehicle and following Lessor's instructions as to the disposition of the Vehicle. In all situations Lessee shall be responsible for all charges related to any service call when such service call is necessary as a result of actions taken, or not taken, by Lessee, its drivers or employees. Lessee may have Vehicles serviced by a mechanic or garage, other than Lessor, provided Lessee obtains Lessor's written approval prior to such service being performed.
21. **Damage Assessment:** Any and All Damage assessments are the exclusive right of Lessor or its agents. In the event Lessor and Lessee are unable to settle on the amount of damages caused by Lessee during the term of this lease, Lessee agrees that the venue, for settlement of any and all claims made, will be in Camden County, State of New Jersey. Lessee will be responsible for the costs and legal fees incurred by Lessor in the pursuit of these damages.
22. **Insurance Coverage:** Lessee, at Lessee's own cost and expense, shall obtain or provide and keep in full force for the benefit of Lessor, as an additional insured or as otherwise agreed to by Lessor, during the term hereof, automobile liability, physical damage coverage and general liability insurance covering the Vehicles, their usage, maintenance and repairs. The limits of such liability shall be no less than one million dollars (\$1,000,000) per occurrence. An additional umbrella liability policy shall also be required, providing a limit of five million dollars (\$5,000,000) in excess of the primary layer of the liability and general liability policy to include but not limited to third parties injured as a result of the operation of the Vehicle. The insurance set forth herein shall be primary and not contributory, and shall cover the Lessor as an additional insured. The insurance company utilized by Lessee shall be admitted under the Insurance Laws of the State of New Jersey and shall be at least an A rated company. Lessee covenants and agrees to insure the Vehicles in the amounts, and in the manner, set forth herein.

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

Cont... Prior to the commencement of the term, Lessee shall provide to Lessor a Certificate of Insurance naming Lessor as an additional insured with respect to all the Vehicles set forth on Schedule A, which shall state the Vehicle Identification Numbers thereto. In the event a substitute vehicle is used, or an additional Vehicle is supplied, the Lessee shall update its insurance carrier with the proper Vehicle Identification Number to ensure each Vehicle is properly insured. Delivery or pickup of the Vehicles shall not be made to Lessee until such time as Lessor receives a copy of the Lessee's insurance coverage. The Lessor must be given at least (10) ten days written notice if the insurance is to be cancelled for any reason. If for any reason the insurance is cancelled during the Term of this Lease, the Lessor may insure the Vehicle for what the Lessor in Lessor's sole discretion deems appropriate, and charge all costs to the Lessee, including but not limited to reasonable attorney fees and insurance premiums.

During the term of this Lease, Lessee shall be liable for all loss or damage to any Vehicle caused by fire, theft, transportation, tornado, hail, flood, windstorm or earthquake if such damages are not fully covered by Lessee's insurance, provider. Lessee shall be liable for loss or damage sustained as a result of collision, riot, strike, act of terrorism and/or civil commotion. Lessee shall cause its agents and employees to take all reasonable steps to safeguard the Vehicles and to cooperate with Lessor in effecting recovery from any person or persons liable for loss or damage to any Vehicle. The provisions of this section shall survive the expiration or sooner termination of this Lease. Until all of Lessee's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full. Customer will, at its sole cost and expense, maintain in force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than \$1,000,000.00 per occurrence and in the aggregate and property damage liability limits of at least \$1,000,000.00 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risks covered by the policy, The coverage may have only such exceptions as ABC Emergency Rental approves in writing, The insurance will be maintained only with insurers which are licensed in the state or states in which the Vehicles will be operated and which are rated not lower than "A" in Best's Insurance Reports ("Best's") with a Financial Category Size of at least "XII" in Best's ("Approved Insurers"), as stated, ABC Emergency Rental will be a named insured without liability for premiums and will be the sole loss payee under the insurance, The insurance will provide for prompt written notice to ABC Emergency Rental of any failure to pay a premium and for at least thirty (30) days' prior written notice to ABC Emergency Rental of cancellation or non-renewal of the policy and of any material change in or to the coverage or in any of the other terms of the insurance, On the execution of this Master Agreement and at any other time on request by ABC Emergency Rental, Lessee will furnish ABC Emergency Rental with a certificate issued by the insurer or by an insurance broker licensed in the state or states in which the Vehicle(s) will be operated confirming that the insurance coverage required under this Section is maintained and in full force and effect, and upon ABC Emergency Rental's request shall provide ABC Emergency Rental with a true and correct copy of the policy in effect. Lessee irrevocably appoints ABC Emergency Rental as its attorney-in-fact to make claim for and to execute any documents in connection with any claim for, to receive payment of, and to execute and endorse all checks, drafts or other instruments received as payment for any loss, damage or destruction covered by the insurance, Lessee will not settle any claim under the insurance without ABC Emergency Rental's prior written consent, and ABC Emergency Rental may settle any claim under the insurance for such amount and on such terms as ABC Emergency Rental, in its sole and absolute discretion, determines; and ABC Emergency Rental will incur no liability to Lessee by reason of any settlement which it makes, Lessee will execute such documents as ABC Emergency Rental requests to confirm or effect the provisions of this entire Section 20.

23. **Customer's Indemnity:** Lessee shall indemnify, defend and hold Lessor, its shareholders officers, directors, employees, agents and assigns harmless from and against any and all claims, demands, losses, damages, actions or causes of action, suits, payments, expenses, costs, losses, liabilities, fines, forfeitures, penalties, proceedings or governmental inquiries, including without limitation, attorneys fees', liability with respect to bodily injury, death or property damage, expenses and costs (each a "Claim" and collectively, "Claims") arising out of or in connection with (a) breach of this Lease; (b) Claims arising wholly or in part by or resulting from any acts, of negligence, willful misconduct, or omissions by Lessee, its agents, employees, guests, licensees, invitees, sub Lessees, assignees or successors, for any cause or reason whatsoever arising out of or by reason of this Lease and/or the use of the Vehicles; (c) Claims arising out of the ownership, maintenance, use or operation of the Vehicles during the Term; (d) the excess amount of any Claim that would be covered under the insurance as so provided by Section 16 of this Lease; (e) Claims arising out of any violation of any federal, state or municipal

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

Cont... statutes, laws, ordinances, rules, or regulations applicable to the operation of such Vehicles or any traffic violation thereto or (1) Claims arising out of Lessor's possession of the Vehicles (g) All Claims from third parties arising out of Lessees' use, possession and operation of the Vehicle. Lessor shall not be liable for loss of or damage to any property which is abandoned, stored, loaded, transported in or upon any Vehicle, whether or not due to the negligence of Lessor, its agents, or employees, Lessee shall hold Lessor, its agents and its employees, harmless from, and indemnify and defend them from and against, all claims based on or arising out of such loss or damage. Upon the assertion of any claim or the commencement of any suit or proceeding by any third party that may give rise to liability to Lessor hereunder, the Lessee shall promptly notify the Lessor of the existence of such claim specifying the nature of the action and the total monetary amount and/or other relief sought, therein, Lessee must defend Lessor and/or settle the claim at Lessees' own expense. Lessor shall have the right to employ separate counsel and participate in the defense at Lessee's sole expense. Lessee shall not make any settlement of any claims that might give rise to liability to Lessor hereunder without the prior written consent and approval of the Lessor unless such settlement (i) is solely for a cash payment, (ii) requires no admission of liability or wrongdoing on the part of the Lessee and Lessor, other than to grant a full and complete release to the third party claimant, (iv) imposes no restrictions on the business of the Lessor, (v) provides that the parties to such settlement shall keep the terms of the settlement confidential, and (vi) provides for a full and complete release to the Lessor. Lessee shall reimburse Lessor upon demand for any loss and or costs incurred, including but not limited to reasonable attorney fees.

The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

No right of Lessor under this section may be waived except by agreement in writing signed by an executive officer of Lessor.

24. **Default by Customer; Remedies of ABC Emergency Rental; Waiver of Bond:** Any of the following events or conditions shall constitute an event of default: (1) Lessee's failure to pay when due any Rental Charges or any other amount payable; (2) Lessee's failure to perform, or its violation of any other term, covenant or condition of this Master Agreement or any Supplemental Agreement or Extension Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process; (4) failure of Lessee to report, at the beginning of each week or at the request of ABC Emergency Rental, the miles and hours on the Vehicle or (5) any reasonable ground for insecurity on the behalf of ABC Emergency Rental with respect to the performance of Lessee's obligations hereunder. While an event of default exists, ABC Emergency Rental shall have the right to exercise anyone or more of the following remedies: (1) terminate this Master Agreement and all Supplemental Agreements and Extension Agreements held with the Lessee; (2) sue for any damages incurred by ABC Emergency Rental due to the event of default and/or termination of the contract between ABC Emergency Rental and Lessee; (3) require Lessee to redeliver any and all rented Vehicles immediately to ABC Emergency Rental as provided in the Lease; or (4) repossess any and all Vehicle(s) without notice, legal process, prior judicial hearing, or liability for trespass or other damage, Lessee voluntarily and knowingly agrees to and waives the same, If ABC Emergency Rental attempts but is unable to repossess the Vehicle(s) for any reason whatsoever, ABC Emergency Rental may, at its option, declare the Vehicle to be a total loss, in which case Customer shall pay to ABC Emergency Rental the Termination Payment and the provisions of this Lease will apply. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to ABC Emergency Rental at law or in equity. ABC Emergency Rental may enforce any of its rights separately or concurrently and in such order as ABC Emergency Rental determines. In any proceeding by ABC Emergency Rental to recover possession of the Vehicle, ABC Emergency Rental shall not be required to post a bond or other security or undertaking, and Lessee hereby waives any right to require, and any requirement for, any such bond or other security or undertaking. Failure by Lessor to exercise any of its rights and remedies as identified in the paragraph shall not constitute a waiver of same.
25. **Failed Payments:** In the event Lessee fails to make the payments or fails to perform the conditions and agreements provided in this Lease at the times when due, Lessor shall give written notice to Lessee by certified mail, return receipt requested, at the address of Lessee, If after notice of default as set forth above, Lessee fails to make the required payments within ten (10) business days, the Lessee is in default of this Lease, and Lessee must immediately give the Vehicle to the Lessor. Lessee must allow Lessor to reenter and take possession of the Vehicle, Lessor may then seek all available remedies.

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

26. **Payments by ABC Emergency; Interest:** If Lessee fails to pay any amount which it is required to pay or to perform any of its obligations under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s), ABC Emergency Rental may, at its option, pay such amount or perform such obligation; and Lessee shall, on demand by ABC Emergency Rental, reimburse ABC Emergency Rental for the amount of such payment or the cost of such performance. Lessee shall pay ABC Emergency Rental interest at one- and-a-half percent (1 1/2%) per month or at the highest lawful rate that may be charged on amounts payable by Lessee under any provision of this Agreement (i) from the due date thereof until it is paid, or (ii) in the case of any amount paid or any cost incurred by ABC Emergency Rental, from the date of such payment or the expenditure of such cost until ABC Emergency Rental receives reimbursement therefore.
27. **Return of Vehicles:** At the expiration of each Supplemental Agreement or Extension Agreement, Customer shall, at its expense, return the Vehicle(s) rented under this Lease or the Supplemental Agreement or Extension Agreement to and into the custody of ABC Emergency Rental, at its business location set forth on the first page of this Master Agreement or at such other place as ABC Emergency Rental specifies in writing, in the same repair, condition and working order as at the commencement of the Supplemental Agreement, reasonable wear and tear resulting from proper use excepted, Failure for the Lessee to repair the Vehicle(s) before returning it to ABC Emergency Rental shall result in ABC Emergency Rental back billing the Lessee for the damages, and the Lessee shall continue to be obligated to pay the Rental Charges, under and in accordance with this Lease hereof, until such reasonable time as the Vehicle(s) is again operable, All Vehicles shall be returned free of trash in the cab, body, hose bed, compartments and any other parts of the Vehicle(s) or they will be subject to a clean out fee and any related disposal costs, Security deposit will be applied to any and all damages.
28. **Tires:** It is the responsibility of the Lessee to assure that the tires returned with the Vehicle(s) are in substantially the same condition as the tires that were on the Vehicle(s) at the beginning of the rental term. Upon the return of the Vehicle(s), each tire is inspected by ABC Emergency Rental and those tires worn substantially more than at the inception of the rental term shall be back billed, In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire, No exceptions, If Lessee fails to replace the tire(s) as outlined herein, ABC Emergency Rental shall back bill for the cost of replacing said tire(s), and any casing deemed un-recappable by our tire vendor will be back billed.
29. **Assignment:** This Master Agreement and all Supplemental Agreement(s) and Extension Agreement(s) are agreements for rental only and Lessee shall not be deemed an agent or employee of ABC Emergency Rental for any purpose. Lessee will not sell, assign, transfer, lease, pledge or otherwise encumber any Vehicle or any of Lessee's rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) or in or to the Vehicle, or permit any of its rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) to be subject to any lien, charge or encumbrance of any nature. ABC Emergency Rental may, subject to the terms of this Master Agreement and corresponding Supplemental Agreement(s) or Extension Agreement(s), sell, transfer or assign any of its rights in or to any Vehicle or under this Master Agreement Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of ABC Emergency Rental and Customer.
30. **Termination:** This Master Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein. Each Supplemental Agreement terminates at the expiration of the rental term as set forth in the terms of the Lease (the "Rental Term"), or at the expiration of any mutually agreed upon Extension Agreement If the Lessee wishes to terminate its Supplemental or Extension Agreement prior to the stated expiration ("Early Termination") it must either (a) return the Vehicle to ABC Emergency Rental in a rentable condition, or (b) inform ABC Emergency Rental five (5) days prior to the proposed Early Termination date that the Lessee wishes for ABC Emergency Rental to pick up its Vehicle.
31. **Attorneys' Fees:** With the exception of a claim for nonpayment, Lessee agrees to pay for all of ABC Emergency Rental's reasonable legal fees and costs, including, without limitation, disbursements, court costs, the cost of appellate and post judgment proceedings, the cost of bankruptcy proceedings, including, but not limited to filing and contesting a claim, and paralegal and law clerk fees, whether or not an action is brought, for the services of counsel employed to enforce any of the obligations contained in this Master Agreement or the corresponding Supplemental Agreements or Extension Agreements.

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

32. **Governing Law; Jurisdiction; Venue:** This Master Agreement and all Supplemental Agreements and Extension Agreements shall be governed by the laws of the State of New Jersey and constitutes the entire agreement between Lessor and Lessee with respect to the Vehicles and service by Lessor. The parties consent and acknowledge that the courts of the State of New Jersey shall have exclusive jurisdiction over any litigation arising from this Lease and from the relationship of the Lessee and Lessor. The Superior Court of the State of New Jersey and the United States District Court for the District of New Jersey shall have exclusive jurisdiction to hear and resolve all disputes between the parties hereto. The parties each hereby irrevocably and unconditionally agree to submit to the jurisdiction of such court for purposes of any such action or proceeding. Each of the parties to this Master Agreement hereby irrevocably and unconditionally (i) waives any objection that they may now or hereafter have to the venue of any such action or proceeding, including any claim that such court is an inconvenient forum, (ii) waives personal services of process and (iii) consents to services of process in the manner provided for in this Lease.
33. **Severability of Provisions:** If any provision of this Master Agreement or the Supplemental Agreement(s) or Extension Agreement(s), or the application of any such provision to any person or circumstance is held to be illegal, invalid, or unenforceable, the remainder of such agreement will not be affected by such finding, and in lieu of each provision that is illegal, invalid, or unenforceable a provision will be added as part of such agreement as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable .
34. **Entire Agreement; Amendment and Waiver; Facsimile and Counterparts:** This Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) constitute the entire agreement and understanding between ABC Emergency Rental and Lessee relating to the Vehicle and the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, among the Parties to this Master Agreement and the with respect to the subject matter hereof. This Master Agreement and any Supplemental Agreement and Extension Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Master Agreement or corresponding Supplemental Agreement (s) or Extension Agreement(s) and no right or obligation of either party under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile of this Master Agreement and! Or corresponding Supplemental Agreement(s) and Extension Agreement(s), or any part of thereof, shall be enforceable as an original. This Master Agreement or corresponding Supplemental Agreement (s) or Extension Agreement(s) may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
35. **Section Headings:** Section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of any provision of this Master Agreement
36. **No Construction Against Drafting Party:** ABC Emergency Rental and Lessee acknowledge that each of them and their counsel have had an opportunity to review the Master Agreement, the Supplemental Agreement(s) and Extension Agreements(s), and that the Master Agreement, the Supplemental Agreement(s) and Extension Agreement(s) will not be construed against ABC Emergency Rental merely because ABC Emergency Rental has prepared them.
37. **Removal from record:** Neither this Lease nor any short form or memorandum of this Lease will be recorded by the Lessee or Lessor. Such recordation will be a default under this Lease, and the Lessee or Lessor irrevocably appoints the Lessee or Lessor its attorney in fact for the limited purpose of causing the removal from the record of any such recordation. The recording party shall pay the other party all costs including attorney fees associated with the removal from record.
38. **Sale of Vehicle:** A sale, conveyance or assignment of the Vehicle or the Lessor's business will operate to release Lessor from liability from and after the effective date of such sale, conveyance or assignment on all of the covenants, terms and conditions of this Lease, express or implied, except those which arose prior to such effective date, and, after the effective date of such sale, conveyance or assignment, Lessee will look solely to Lessor's successor in interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and Lessee agrees to remain as a Lessee of the Vehicle after the transfer of its ownership to Lessor's successor in interest in this Lease.

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

39. **Notices:** All notices and other communications to be made hereunder shall be in writing and shall be deemed to have been given when the same are either: (i) personally delivered and signed for; (ii) mailed, registered or certified mail, first class postage prepaid return receipt requested; or (iii) delivered by a reputable private overnight courier service utilizing a written receipt or other written proof of delivery, to the applicable party at the address set forth below. Any party refusing delivery of a notice shall be charged with knowledge of its contents.
40. **Address of Notices:** Any Notices required or authorized to be sent pursuant to the provisions of this Lease will be sent to the parties as follows: **To Lessor at: 6712 S. Crescent Blvd Pennsauken, New Jersey, 08109**
To Lessee at: 66 Main Street, New Jersey, 07052
- Or such other addresses as will be designated by the parties on written notice. All notices and other communications under this Lease will be in writing and will be deemed to have been duly given when sent by prepaid, registered, overnight carrier or certified mail, return receipt requested.
41. **Final expression:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms, all negotiations, considerations and representations between the parties having been incorporated in this Lease. No representations, understandings, or agreements have been made or relied on in the making of this Lease other than those specifically set forth here. This Lease may only be modified by a writing signed by all of the parties or their duly authorized agents.
42. **Assign or Encumbering of Lease Vehicle:** Lessee, for itself, its employees, its legal representatives, successors and assigns, covenants that it will not assign or encumber the Vehicle in this Lease, nor sublease, or permit the Vehicle to be used or occupied by others, without the prior written consent of Lessor.
43. **Arrears of Payment/s:** If Lessee shall be in arrears in their Leasing Charge or any payment, charge or cost as provided for and in accordance with this lease, Lessor may charge, and the Lessee and/or their proxy, hereby agrees to pay, in addition to the Leasing Charges or any payment charges or costs then due, **a late payment charge of an additional twenty percent (20%) per lease day of amount in arrears.** This late payment charge is in addition to and not in limitation of any other rights and remedies of Lessor. However, if Lessee or their payment proxy shall remain in default for ten (10) business days after notice of default. This Late Fee is intended to reimburse Lessor for it's out of pocket costs and other over-head incurred during the time that the payment was not made by Lessee.
44. **Arrears of Payment/s II:** Lessor shall have the option to cancel this agreement and retake said Vehicle and all equipment as described in Schedule A, wherever the Vehicle may be found and Lessor, shall not, be liable to Lessee for any acts or omissions incident to a repossession after a default. The repossession is in addition to and not in limitation of any other rights and remedies of Lessor.
45. **Termination:** This Lease will terminate on the Termination Date set forth in this Lease or any extension or renewal, without the necessity of any notice from either Lessor or Lessee to terminate the same. For the period of __ months prior to the Termination Date, or any renewal or extension, Lessor may show the Vehicle to prospective Lessees during the business hours of 9am thru 5pm eastern standard time Sunday thru and including Saturday.
46. **Termination Date:** If Lessee is in possession of the Vehicle after the Termination Date set forth in this Lease, in the absence of any written agreement signed by all designated patties, extending the term of this Lease, the term under this Lease will become one from day to day, which either party may terminate on __30__ day prior written notice. During such occupancy subsequent to the termination date, Lessee will pay a rental rate of \$250.00 per day. The day the Vehicle is returned shall constitute a full rental day no matter what time the Vehicle is returned to the Lessor and Lessee shall be charged for this day at the rate above in this paragraph. The Vehicle must be returned to the Lessor during Lessor's hours of operation from 9am and 5 pm eastern standard time Monday thru Friday (taking into consideration the Lessor may not be open on legal holidays), delivery after 5 pm will constitute the next day, delivery after 5 pm on a Friday or legal holiday will be deemed delivered the following work day, and the Lessee shall be charged for all the days up in till the following work day. If the Lessor has to pick up the Vehicle all the terms and conditions in this Lease apply,

47. **Time:** Time is of the essence with respect to all terms and conditions within this Lease, any delay in performance shall constitute a material breach of this Lease, except as otherwise expressed and in accordance with this Lease.
48. **Succession:** This Lease, together with all schedules now and hereafter made a part, shall be binding on the respective parties and their respective heirs, executors, administrators, legal representative, successor and assigns.
49. **Assignment:** Neither this Lease, nor any interest herein, may be assigned by Lessee, whether by operation of law or otherwise, without the written consent of Lessor, which consent may be unreasonably withheld. No Vehicle may be sublet or licensed to, or encumbered by; any party without Lessor's written consent.
50. **Amendment:** This Lease, and the schedules now or hereafter a part of this Lease, may not be amended or altered in any manner unless such amendment or alterations is in writing and signed by both parties.
51. **Waivers:** The failure of Lessor in any one or more instance to insist on the performance of any of the terms, covenants, or conditions of this Lease, or to exercise any right or privilege in this Lease, or the waiver of any breach of any of the terms, covenants, or conditions of this Lease, shall not be construed as thereafter waiving any such terms, covenants, condition, right or privileges, but such terms shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
52. **Doing Business within New Jersey:** The undersigned warrant and certify to Lessor that Lessee is duly organized under the laws of the State of New Jersey, and is authorized to do business in the State of New Jersey. The undersigned representatives of Lessee further warrant and certify to Lessor that they are authorized and empowered to bind the Lessee to the terms of this Lease by their signatures thereto. Lessor requires written proof of such authorization prior to Lessee entering into this Lease.
53. **Signatures:** The parties here to be, and hereby are, authorized for and on behalf of Lessor and Lessee, respectively, to execute and deliver this Lease. Each of the Lessor and the Lessee, intending to be legally bound hereby, understand and agree to the terms of this Lease, and have executed this Lease on the date set forth above.

By execution of this Master Rental Agreement, Customer acknowledges that all Vehicles rented hereunder are rented to and in accordance with the terms, conditions, and provisions of this Agreement and evidences such Agreement by signing below.

- DRIVER'S DRIVERS LICENSE INFORMATION IS MANDATORY FOR LEASE OF VEHICLE
- A COPY OF YOUR INSURANCE COVERAGE IS MANDATORY PRIOR TO VEHICLE DELIVERY OR PICK-UP
- WHEN RETURNING A VEHICLE BACK, REGARDLESS OF THE TIME THE VEHICLE IS RETURNED, A FULL RENTAL DAY WILL BE CHARGED

Customer Acknowledgement:

X _____ Signature hereby acknowledging the reading all of the above sections

_____ Name & Title	_____ Date
Lessee: Township of West Orange	Lessor: ABC Emergency Rental, INC.
By: X _____	By: _____
(Signature)	(Signature)
Name: John Gross or Chief Anthony Vecchio	Name: John Perozzi, Jr
Title: Township of West Orange	Title: President

TERMS AND CONDITIONS OF LEASE cont.

Lessee Insurance Information

Policy Holder: Township of West Orange

Policy Number: GSMJIF2019

Insurance Company: Garden State Municipal Joint Insurance Fund

Third Party Administration Company: NIP Management Group

Effective Date of Policy: From: 1/01/2019 to: 1/01/2020

Lessee has provided ABC Emergency with policy documentation: Lessee: X Lessor: _____

Date: _____

Vehicle to be covered:

VIN# 4ENBAAA86P1002405 PLATE# XCH-C84 YEAR: MAKE: E-ONE MODEL: HUSH PUMPER

COMPANY NAME OF LEESSE: West Orange Fire

ADDRESS: 66 Main Street, West Orange, NJ 07052

DATE OF LEASE

START DATE: **December 4, 2019**

END DATE: **May 20, 2020**

TOTAL NUMBER OF DAYS OR CYCLES: **168 DAYS OR 6 - 28 DAY CYCLES**

LIST OF VEHICLES: Unit 15-02

VIN# 4ENBAAA86P1002405 PLATE# XCH-C84 YEAR: MAKE: E-ONE MODEL: HUSH PUMPER

PRIMARY DRIVER'S (AGENTS) INFORMATION:

(1) DRIVER'S NAME: _____

DRIVER'S LICENSE# & STATE _____

(2) DRIVER'S NAME: _____

DRIVER'S LICENSE# & STATE _____

Additional drivers, who may be used at the discretion of the Fire Chief and/or the Township Administrator, and will conform to paragraph 12 of this contract. Any use by a not conforming driver will be considered a breach of this contract.

ABC EMERGENCY RENTAL

SCHEDULE A

STIPULATED VEHICLE ACTUAL CASH VALUE ACV (FOR INSURANCE PURPOSES): \$ 64,000.00

ABC RENTAL UNIT NUMBER: 15-02

PAYMENT SCHEDULE:

1 VEHICLE(S) X 168 DAY(S) @ \$210.00 per day or any part = \$35,280.00

DOMESTIC SECURITY FEE

1 VEHICLE(S) X \$140.00 PER LEASE = \$140.00

Total Fee per 6 - 28 day cycle = \$35,420.00



ABC Emergency Leasing
6712 S. Crescent Blvd
Pennsauken, NJ 08109

DIRECTION FOR PAYMENT

TAX ID # 22-2106616

Township of West Orange Fire (Herein referred to as "Undersigned") here by
Directs NIP Management - GSMJIF to pay any and all charges arising for the emergency vehicle lease as stipulated in
the leasing contract between Township of West Orange Fire and ABC Emergency Leasing.
The Undersigned stipulates that any and all payments shall be made payable unto **ABC Emergency Rental, 6712 S. Crescent Blvd, Pennsauken, NJ 08109**

x Insured or ☐ Claimant Township of West Orange Fire

Claim No. 2020180774 Date of Loss: _____ Policy No. _____

Name: Township of West Orange Fire
(Insured or Claimant, herein referred to as "UNDERSIGNED")

Address 415 Valley Road

City Township of West Orange, New Jersey Zip 07052

Year	Make & Model of Leased Vehicle	Serial No.	License No.
1993	E-One Hush Pumper	4ENBAAA86P1002405	XCH-C84

(Herein called "Emergency Vehicle")

On such lease started on the 4 day of December until the lease is terminated by
either ABC Emergency Rental or the Undersigned - date to be determined. That has been lease from ABC Emergency Rental to the satisfaction of the
UNDERSIGNED.

UNDERSIGNED hereby directs NIP Management - GSMJIF

Insurance Company

To pay charges for such lease of vehicle\$ 35,420 . 00

Less amount of deductible or betterment to be paid by X insured or claimant.....\$ 00 . 00

Balance due ABC Emergency Leasing..... \$ 35,420 . 00

Supplemental Amount Due ABC Emergency Leasing.....\$. 00

To be paid unto **ABC Emergency Leasing, 6712 S. Crescent Blvd, Pennsauken, NJ 08109**

Date: _____

X _____
(Insured or Claimant)

Name John Gross or Chief Anthony Vecchio

Address 514 Valley Road, West Orange, NJ 07051

Witness

The Garden State Municipal Joint Insurance Fund agrees and acknowledges that they are responsible for paying any and all charges payable to ABC
Emergency Leasing, relating to the Master Agreement lease between ABC Emergency Leasing and the Township of West Orange.

X James Renner

Gardens State Municipal Joint Insurance Fund

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **December 18, 2019** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Pending or anticipated litigation or contract negotiation

**Resolution Authorizing an Executive Session for the Purpose of Discussing Litigation –
Tax Appeal Settlement Executive Drive/Rooney Circle**

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **December 18, 2019.**

Motion: Cindy Matute-Brown

Second: Michelle Casalino

Vote

Aye: 5

Opposed: 0

**Karen J. Carnevale, R.M.C.
Municipal Clerk**

**Jerry Guarino
Council President**

Adopted: December 18, 2019

**AN ORDINANCE AMENDING CHAPTER 2, SECTIONS 6.6 and 6.7 and CHAPTER 15,
SECTION 2.9 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST
ORANGE
(Database of Residents in Need of Special Assistance)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2 and Chapter 15 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to authorize the Township of West Orange Clerk to maintain a confidential database of residents who identify themselves as being in need of special assistance in the event of an emergency consistent with a bill adopted by the New Jersey State Legislature on or about January 8, 2018. This confidential database of residents shall be confidential and exempt from disclosure under the Open Public Records Act and only provided to the West Orange Police Department and the West Orange Fire Department for use and reference in the case of emergencies.

II. CHAPTER 2, SECTION 6.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-6.6 Database of Residents in Need of Special Assistance.

The Township Clerk shall maintain a list containing the names and addresses of residents who identify themselves as being in need of special assistance in the event of an emergency, and who request that this information be maintained on their behalf, for public safety purposes. The list shall be cross-indexed by name and address of each resident requesting to be on the list, and shall identify the special circumstances of each individual. The clerk shall provide the list solely and strictly for the purposes of emergency response to the West Orange Police Department, to the West Orange Fire Department, and to each first aid or rescue squad serving the Township, and shall ensure that they are provided with updates at least monthly.

A notice to Township residents advising them that such a list is being maintained by the Township Clerk for public safety purposes shall be included annually with the tax bills mailed to local property taxpayers. The notice shall include information as to how a municipal resident may add his or her name and address to the municipal list.

The Township Clerk shall notify each landlord who has filed a certificate of registration with the Township of the existence of the list, and shall provide the landlord with a copy of a notice to be provided to the landlord's tenants, including information as to how a tenant may be added to the list.

III. CHAPTER 2, SECTION 6.7 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-6.7 Deputy Township Clerk.

The Township Council shall appoint for a term of two (2) years, a Deputy Township Clerk. The duties of this office shall be to assist the Township Clerk in all duties and functions delegated to the Clerk by law, ordinance, or the Township Council. The Deputy Clerk shall serve in the absence of the Township Clerk with all the duties, obligations, powers and privileges of the Clerk. The Deputy Clerk shall also perform such other duties as may be directed by the Council

IV. CHAPTER 15, SECTION 2.9 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO ADD THE FOLLOWING:

15-2.9 Notice of Database for Residents in Need of Special Assistance.

Within 30 days following notification by the municipal clerk of the establishment of a confidential database of residents who identify themselves as being in need of special assistance in the event of an emergency, and thereafter, at the time of creation of a tenancy, a landlord shall advise each tenant that the clerk of the municipality maintains a list containing the names and addresses of municipal residents who identify themselves as being in need of special assistance in the event of an emergency, and who request that this information be maintained on their behalf, for public safety purposes. The landlord shall provide each tenant with a copy of the notice from the municipal clerk including information as to how a tenant may be added to the list.

V. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

VI. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

VII. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

ROBERT D. PARISI, MAYOR

**JERRY GUARINO
COUNCIL PRESIDENT**

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

INTRODUCED: November 26, 2019

ADOPTED: December 18, 2019

Legislative History

The purpose of this ordinance is to authorize the Township of West Orange Clerk to maintain a confidential database of residents who identify themselves as being in need of special assistance in the event of an emergency consistent with a bill adopted by the New Jersey State Legislature on or about January 8, 2018. This confidential database of residents shall be confidential and exempt from disclosure under the Open Public Records Act and only provided to the West Orange Police Department and the West Orange Fire Department for use and reference in the case of emergencies.

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX,
NEW JERSEY APPROVING AN APPLICATION FOR A LONG-TERM TAX
EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL
AGREEMENT WITH GREEN ESSEX PARTNERS URBAN RENEWAL, LLC**

WHEREAS, Green Essex Partners Urban Renewal, LLC (the “**Entity**”) is the contract purchaser of certain property identified as Block 155, Lots 40.02 and 42.02, on the official Tax Maps of the Township of West Orange (the “**Property**”); and

WHEREAS, the Property is located within a redevelopment area that has been designated by the Township as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, (as amended and supplemented, the “**Redevelopment Law**”); and

WHEREAS, on June 11, 2019, the Township Council of the Township of West Orange (the “**Township Council**”) adopted a redevelopment plan for the Property entitled, “Essex Green-Executive Drive Redevelopment Plan” dated May 1, 2019 (as the same may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Entity proposes to redevelop the Property including; (1) demolition of all existing improvements on the Property, (2) merge Lots 40.02 and 42.02, (3) design, develop, finance, construct, operate and maintain a residential development consisting of one 4-story building with a basement wrapped around a 4-story parking deck and three additional 4-story buildings with basements with surface parking and individual parking garages, containing up to 425 rental apartments (approximately 20 studio units, 175 one-bedroom units, and 230 two-bedroom units), including up to 64 affordable units (not less than 15 percent of the total number of units constructed) and 361 market rate units, (4) amenity space including a pool, landscaped courtyard and various on grade landscaped park area, (5) construction and conveyance to the Township of a public dog park, (6) construction of library improvements, (7) conveyance to the Township of Lot 41.02, and (8) construction of all necessary on- and off-site infrastructure improvements (the “**Project**”); and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful project, the Entity submitted to the Mayor an application dated as of November 19, 2019 (the “**Application**”), which is on file with the Township Clerk, seeking a tax exemption in connection with the Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “**Exemption Law**”), in exchange for which the Entity proposes to make payments to the Township in lieu of taxes; and

WHEREAS, the Entity also submitted to the Mayor a form of financial agreement referenced in the Application, establishing the rights, responsibilities and obligations of the Entity; and

WHEREAS, the Mayor submitted the Application and the financial agreement attached hereto as Exhibit A (the “**Financial Agreement**”) to the Township Council with his recommendation for approval, a copy of which recommendation is on file with the Township Clerk; and

WHEREAS, the Township Council has determined that the Project represents an undertaking permitted by the Exemption Law,

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY AS FOLLOWS:

Section 1. The Application for tax exemption and Financial Agreement are hereby approved.

Section 2. The Mayor is hereby authorized to execute the Financial Agreement substantially in the form as attached hereto as Exhibit A, subject to modification or revision as deemed necessary and appropriate after consultation with counsel.

Section 3. The Clerk of the Township is hereby authorized and directed, upon execution of the Financial Agreement by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the Township upon such document.

Section 4. The Township Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Township in accordance with Section 12 of the Exemption Law.

Section 5. In accordance with P.L. 2015, c. 247, within ten (10) calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the Township Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Essex County and to the Essex County Counsel for informational purposes.

Section 6. The Mayor and Township Clerk are hereby authorized to take such action and to execute such other documents, on behalf of the Township, in consultation with counsel, as is necessary to effectuate the terms of the Financial Agreement.

Section 7. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

Section 8. This ordinance shall take effect in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Robert D. Parisi, Mayor

Introduced: November 26, 2019

Jerry Guarino, Council President

Adopted: December 18, 2019

EXHIBIT A

FORM OF FINANCIAL AGREEMENT

THIS AGREEMENT AND THE ORDINANCE APPROVING THE SAME SECURES BONDS OR OTHER OBLIGATIONS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE "REDEVELOPMENT AREA BOND FINANCING LAW" AND THE LIEN HEREOF IN FAVOR OF THE OWNERS OF SUCH BONDS OR OTHER OBLIGATIONS IS A MUNICIPAL LIEN SUPERIOR TO ALL OTHER NON-MUNICIPAL LIENS HEREAFTER RECORDED

Record and return to:

Richard D. Trenk, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, NJ 07068

Agreement

By and Between

The Township of West Orange

and

Green Essex Partners Urban Renewal, LLC

THIS FINANCIAL AGREEMENT (the “**Agreement**”), made this ____ day of December, 2019, by and between **GREEN ESSEX PARTNERS URBAN RENEWAL, LLC** (the “**Entity**”), a limited liability company of the State of New Jersey in accordance with the provisions of the *Long Term Tax Exemption Law of 1992*, as amended and supplemented, *N.J.S.A. 40A:20-1 et seq.* (the “**Exemption Law**”), with offices at c/o BNE Real Estate Group, 16 Microlab Road, Suite A, Livingston, New Jersey 07039, along with its permitted successors and/or assigns, and **THE TOWNSHIP OF WEST ORANGE**, a municipal corporation in the County of Essex and the State of New Jersey (the “**Township**”, and together with the Entity, the “**Parties**”).

WITNESSETH:

WHEREAS, the Mayor and Township Council (the “**Governing Body**”) of the Township, adopted Resolution 17-18 on January 9, 2018 designating, Block 155, Lots 40.02, 40.03, 41.02, 42.02, and Block 155.21, Lot 40 as an “area in need of redevelopment” (the “**Redevelopment Area**”) pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”); and

WHEREAS, in accordance with the Redevelopment Law, the Township adopted Ordinance 2573-19 on June 11, 2019 enacting a redevelopment plan for the Redevelopment Area entitled “Essex Green-Executive Drive Redevelopment Plan” and dated May 1, 2019 (as further amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Entity is the contract purchaser of Block 155, Lots 40.02 and 42.02, as further described in the legal description attached hereto as Exhibit 1 (the “**Property**”) and submitted a proposal to the Township to be designated by the Township as Entity for the Property; and

WHEREAS, the Township evaluated the Entity’s proposal and adopted Resolution 186-19 on July 16, 2019 designating the Entity as conditional Entity for the Property; and

WHEREAS, the Entity proposes the redevelopment of the Property including; (1) demolition of all existing improvements on the Property, (2) merge Lots 40.02 and 42.02, (3) design, develop, finance, construct, operate and maintain a residential development consisting of one 4-story building with a basement wrapped around a 4-story parking deck and three additional 4-story buildings with basements with surface parking and individual parking garages, containing up to 425 rental apartments (approximately 20 studio units, 175 one-bedroom units, and 230 two-bedroom units), including up to 64 affordable units (not less than 15 percent of the total number of units constructed) and 361 market rate units subject to Governmental Approvals, (4) amenity space including a pool, landscaped courtyard and various on grade landscaped park area, (5) construction and conveyance to the Township of a Public Dog Park as set forth in the Redevelopment Agreement (defined below), (6) construction of Library Improvements as set forth in the Redevelopment Agreement (defined below), (7) conveyance to the Township of Lot 41.02 as set forth in the Redevelopment Agreement (defined below), and (8) construction of all necessary on- and off-site Infrastructure Improvements as set forth in the Redevelopment Agreement (defined below) (the “**Project**”); and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the Parties are entering into a redevelopment agreement simultaneously with this Agreement (as may be amended and supplemented from time to time, the “**Redevelopment Agreement**”); and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful Project, the Township will enter into this Agreement with the Entity governing payments made to the Township in lieu of real estate taxes on the Project pursuant to the Exemption Law; and

WHEREAS, the Project will require, among other items: (i) certain infrastructure improvements in and around the Property, including without limitation, utilities, roadways, pathways, sidewalks, and public rights of way (the “**Infrastructure**”); (ii) the construction of a public dog park for use by all residents of the Township; (iii) contributions toward construction of a Township public library, and (iv) the payment of fees and costs incurred by the Township in connection with the Project (items (i) - (iv) collectively referred to as the “**Developer Obligations**”); and

WHEREAS, to defray some of the costs of the Project, including without limitation, the Developer Obligations, thereby making the Project viable, the Township will issue bonds (the “**Bonds**”, as such term is more fully defined herein) in one or more series in an aggregate principal amount not to exceed \$4,500,000 (such aggregate principal amount inclusive of all bonds issued in accordance with this Agreement and any other project described under the Redevelopment Agreement) pursuant to the Redevelopment Area Bond Financing Law, *N.J.S.A. 40A:12A-64 et seq.* (the “**RAB Law**”); and

WHEREAS, the provisions of the Exemption Law and the RAB Law authorize the Township to accept, in lieu of real property taxes, an annual service charge paid by the Entity, as such term is defined herein, to the Township; and

WHEREAS, the Entity has filed an application (the “**Application**”, as further defined herein), with the Mayor of the Township for approval of a long-term tax exemption for the Improvements (as defined herein) to the extent permitted by the Exemption Law and the RAB Law; and

WHEREAS, the Township has made the following findings with respect to the Project:

- A. Relative benefits of the Project:
 - i. The Project will provide additional high-quality housing to support the renewal and revitalization of the Redevelopment Area.
 - ii. The completion of the Infrastructure will benefit all residents of and visitors to the area.
 - iii. The Project is expected to create approximately 500 construction jobs and 20 permanent jobs.

- iv. The Project is expected to contribute to the economic growth of the existing local businesses and to the creation of new businesses in the Township, which will cater to the new residents.
 - v. The Project will generate revenue to the Township in excess of the municipal revenue currently generated by ad valorem taxes on the Property.
 - vi. The Project creates the first public dog park in the Township.
 - vii. The Project helps to fund the construction of a new Township public library.
- B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:
- i. The tax exemption permits better use of the Property through the completion of the Infrastructure.
 - ii. The tax exemption permits productive use of the Property and eliminates obsolete structures.
 - iii. The relative stability and predictability of the tax exemption will allow stabilization of the Project operating budget, allowing a high level of maintenance to the buildings over the life of the Project, which will insure the likelihood of the success of the Project and insure that it will have a positive impact on the surrounding area.
 - iv. Without the tax exemption, the Project would not be able to be financed and constructed in a manner that will allow the implementation of high-quality housing at price points that are consistent with the current market; and
- C. Based upon all of the foregoing, the Township has determined that the benefits to the Township accruing as a result of the Project, including but not limited to the revitalization of the Redevelopment Area, the generation of jobs, the construction of a public dog park, and the creation of additional high-quality housing in the Redevelopment Area, outweigh any costs to the Township resulting from the tax exemption granted herein.

WHEREAS, upon consideration of the Application and the Mayor's recommendations with respect thereto pursuant to *N.J.S.A. 40A:20-8*, the Township Council on [_____] adopted Ordinance No. [_____] approving the Application and authorizing the execution of this Agreement (the "**Ordinance**"); and

WHEREAS, in order to satisfy requirements of the Exemption Law and to set forth the terms and conditions under which the Parties shall carry out their respective obligations with respect to (a) the payment of the Annual Service Charge (as defined below) by the Entity, in lieu of real property taxes, and (b) the issuance of Bonds by the Township and provision for repayment thereof through a portion of the Annual Service Charge (as defined below), the Parties have determined to execute this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I.

GENERAL PROVISIONS

Section 1.01 Governing Law – THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE EXEMPTION LAW, THE REDEVELOPMENT LAW, THE RAB LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 16.05 HEREOF, EACH AND EVERY PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THE AGREEMENT.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE TOWNSHIP EXPRESSLY RELIES UPON THE FACTS, DATA, AND REPRESENTATIONS CONTAINED IN THE APPLICATION, ATTACHED HERETO AS EXHIBIT 2, IN GRANTING THIS TAX EXEMPTION.

Section 1.02 General Definitions – The following terms shall have the meaning assigned to such term in the preambles hereof:

<u>Agreement</u>	<u>Parties</u>
<u>Application</u>	<u>Project</u>
<u>Bonds</u>	<u>Property</u>
<u>Developer Obligations</u>	<u>RAB Law</u>
<u>Entity</u>	<u>Redevelopment Agreement</u>
<u>Exemption Law</u>	<u>Redevelopment Area</u>
<u>Governing Body</u>	<u>Redevelopment Law</u>
<u>Infrastructure</u>	<u>Redevelopment Plan</u>
<u>Land</u>	<u>Township</u>
<u>Ordinance</u>	

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Administrative Fee – shall be as defined in Section 16.08 herein.

Affiliated Entity – shall mean Entity, its successors and assigns, and any other entity affiliated with the Entity.

AGR Calculation – shall be as defined in Section 4.03(a) herein.

Allowable Net Profit – shall mean the amount arrived at by applying the Allowable Profit Rate to the cost of the Project pursuant to the provisions of *N.J.S.A. 40A:20-3(c)*.

Allowable Profit Rate – shall mean the greater of (a) twelve percent (12%) or (b) the percentage per annum arrived at by adding one and one-quarter percent (1¼%) to the annual interest percentage rate payable on the Affiliated Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of (i) twelve percent (12%) or (ii) the percentage per annum arrived at by adding one and one-quarter percent (1¼%) per annum to the interest rate per annum that the Township determines to be the prevailing rate of mortgage financing on comparable improvements in the County. The provisions of *N.J.S.A. 40A:20-3(b)* are incorporated herein by reference.

Annual Bond Payments – shall mean any and all payments due and payable in any given year in accordance with the terms and provisions of the Bond Agreement, including without limitation, debt service, any and all fees relating to the Bonds including any administrative fees, the replenishment of any reserves established within the Bond Agreement, the makeup of any deficiencies in any funds and accounts under the Bond Agreement, and any arbitrage rebate amounts required under the Bond Agreement.

Annual Gross Revenue (also referred to as the “AGR”) – Annual gross revenue of the Entity, which shall include but not be limited to all rents and other receipts paid to the Entity, from whatever source derived. AGR shall specifically exclude insurance claim payments, tax refunds, Interest Income and Commercial Leasehold Improvement Income. The Entity has considered whether there is any insurance, operating, and maintenance expenses to be paid by a tenant of the Project which are ordinarily paid by a landlord and has concluded that there are none contemplated at this time. Any gain realized by the Entity on the sale of the Project or any portion thereof, whether or not taxable under federal or State law, shall not be included in computing AGR.

Annual Service Charge – shall mean the payment by the Entity pursuant to Article IV herein: (a) that the Entity has agreed to pay in part for municipal services supplied to the Project, (b) that is in lieu of any taxes on the Improvements and Land pursuant to *N.J.S.A. 40A:20-12*, (c) that shall be paid on the Annual Service Charge Payment Dates as defined herein, (d) that shall be pro-rated in the year in which this Agreement begins and the year in which this Agreement

terminates, and (e) a portion of which the municipality has pledged to secure the payment of the Bonds. The Annual Service Charge shall be calculated pursuant to Article IV hereof.

Annual Service Charge Payment Dates – shall mean February 1, May 1, August 1 and November 1 of each year commencing on the first such date following the Annual Service Charge Start Date and continuing in accordance with the term of this Agreement.

Annual Service Charge Start Date – shall mean the earlier of Substantial Completion or the date that the Project or any portion thereof, receives a Certificate of Occupancy, and shall be the date upon which the Annual Service Charge begins to accrue, *pro rata*.

Applicable Law – shall mean all federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Ordinance, the Redevelopment Law, the RAB Law, the Exemption Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable environmental laws, applicable federal and State labor standards and all applicable laws or regulations with respect to the payment of prevailing wages.

Application – shall mean the application filed by the Entity pursuant to N.J.S.A. 40A:20-8 with the Mayor of the Township for a long-term tax exemption for the Project, attached hereto as Exhibit 2.

Auditor's Report – shall mean a complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit as provided in N.J.S.A. 40A:20-3(c)(2). The contents of the Auditor's Report shall have been prepared in conformity with Generally Accepted Auditing Standards. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant licensed to practice that profession in the State.

Bond Agreement – shall mean the agreement by and between the Bondholder and the Township setting forth the terms and conditions for the issuance and repayment of the Bonds.

Bond Resolution – shall mean the bond resolution(s) adopted by the Township in connection with issuance of not to exceed \$4,500,000 principal amount of redevelopment area bonds, as the same may be amended or supplemented in accordance with its terms.

Bondholder – shall mean any person who is the registered owner of any outstanding Bonds.

Bond Payment Account – shall mean any and all funds and accounts as established in accordance with, and pursuant to, the Bond Agreement.

Certificate of Occupancy – shall mean a temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code, as issued by the

Township authorizing occupancy of a building or any unit, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

Change in Law – shall mean the enactment, promulgation, modification or repeal of or with respect to Applicable Law, including without limitation, the Exemption Law, the RAB Law, the Redevelopment Law or other similar statute with respect to the matters addressed by the terms of this Agreement and/or the transactions contemplated hereby.

Chief Financial Officer – shall mean the Township’s chief financial officer.

Completion, Complete or Completed – shall mean, with respect to the Project, (a) all work related to the Project in its entirety or any other work or actions to which such term is applied has been completed, acquired and/or installed in accordance with the Redevelopment Agreement and in compliance with Applicable Laws so that (i) the Project in its entirety may, in all respects, be used and operated under the applicable provisions of the Redevelopment Agreement, or (ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed; (b) all permits, licenses and approvals that are required can be issued for the Project in its entirety or such other work or action to which such term is applied are in full force and effect; and (c) such “completion” has been evidenced by a written notice provided by the Entity with respect to the Project, which determination is reasonably acceptable to the Township.

County – shall mean the County of Essex.

County Share – shall mean five percent (5%) of the Annual Service Charge received, which shall be paid by the Township to the County as provided at Section 16.07 herein.

Default – shall mean a breach of or the failure of any Party to perform any obligation imposed upon such Party by the terms of this Agreement, or under Applicable Law, beyond any applicable grace or cure periods.

Exhibit(s) – shall mean any exhibit attached hereto, which shall be deemed to be a part of this Agreement, as if set forth in full in the text hereof.

Exemption Term – The period beginning on the Annual Service Charge Start Date and ending on the Termination Date.

Gross Revenue – shall have the meaning applied to such term in, and shall be calculated in accordance with, the Exemption Law, specifically N.J.S.A. 40A:20-3(a) and Section 8.06 hereof.

Improvements – shall mean any building, structure or fixture which is permanently affixed to the Land as part of the Project and became incorporated therein, which improvements are recognized and exempted from taxation under this Agreement.

In Rem Tax Foreclosure – shall mean a summary proceeding by which the Township may enforce the lien for taxes or other municipal charges due and owing by a tax sale. Said foreclosure is governed by *N.J.S.A. 54:5-1 et seq.*

Land – shall mean the real property, but not the Improvements, known as Block 155, Lots 40.02 and 42.02, all as set forth on the tax maps of the Township, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement.

Land Taxes – Shall mean the amount of real estate taxes assessed on the value of Land.

Material Conditions – shall be as defined in Section 4.04 herein.

Net Profit – shall mean the Gross Revenue of the Entity pertaining to the Project less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of *N.J.S.A. 40A:20-3(c)*. Without limiting the foregoing, included in expenses shall be payments of principal and interest made by the Entity in an amount sufficient to amortize (utilizing the straight-line method-equal annual amounts) the Total Project Cost over the term of the abatement granted pursuant to this Agreement as well as all other expenses permitted under the provisions of *N.J.S.A. 40A:20-3(c)*.

Owner – shall be as defined in Section 2.05(b) herein.

Pledged Annual Service Charge – shall mean the amount for any given year as set forth in the “Pledged” column on Exhibit 8, attached hereto

State – shall mean the State of New Jersey.

Substantial Completion – shall mean the date the work related to the Project, or any portion thereof, is sufficiently complete in accordance with the Redevelopment Plan and the Redevelopment Agreement so that the Project, or any portion thereof, may be occupied or utilized for the use for which it is intended. The issuance of a temporary Certificate of Occupancy shall be conclusive proof that the Project, or any portion thereof, has reached Substantial Completion.

Tax Assessor – shall mean the Township tax assessor.

Tax Collector – shall mean the Township tax collector.

Tax Sale Law – *N.J.S.A. 54:5-1 et seq.*, as the same may be amended or supplemented from time to time.

Term – shall be as defined in Section 3.01 herein.

Termination – shall mean the expiration of the term of this Agreement in accordance with Section 3.01 hereof which by operation of the terms of this Agreement shall cause the relinquishment of the tax exemption applicable to any Improvement.

Termination Date – The earlier to occur of (i) the thirty-fifth (35th) anniversary of the execution of this Agreement by both Parties; (ii) the thirtieth (30th) anniversary date of the ASC Commencement Date; or (iii) such other date as this Financial Agreement may terminate pursuant to the terms hereof or pursuant to Applicable Law.

TOD Calculation – shall be as defined in Section 4.03(b) herein.

Total Pledged and Unpledged Calculation – shall mean the “Total” column on Exhibit 8, attached hereto.

Total Tax Levy – shall mean the total annual tax levy assessed, charged and collected by the Township, consisting of the general municipal, county and school district tax levies, and including special assessments and other special taxes.

Unit – shall mean one of the 425 residential units to be built as part of the Project.

Unpledged Annual Service Charge – shall mean the amount for any given year as set forth in the “Minimum Unpledged” column on Exhibit 8, attached hereto.

Section 1.03 Interpretation and Construction – In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, in writing and within a reasonable time, which shall not be less than fifteen (15) days nor more than thirty (30) days, unless the context dictates otherwise.

(g) This Agreement shall become effective upon its execution and delivery by the parties hereto.

(h) All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

ARTICLE II.

BASIS OF AGREEMENT

Section 2.01 Covenant of Tax Exemption - The Township hereby grants its approval for a tax exemption for the Land and Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of Applicable Law, which Improvements shall be constructed on the Land.

Section 2.02 Representations of Entity - The Entity represents that its Certificate of Formation as attached hereto as Exhibit 3 contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the State Department of Community Affairs, and has been filed with, as appropriate, the State Department of Treasury, all in accordance with N.J.S.A. 40A:20-5.

Section 2.03 Construction of the Project - The Entity represents that it will construct the Project in accordance with the Redevelopment Agreement, the Redevelopment Plan and Applicable Law, the use of which is more specifically described in the Application attached hereto as Exhibit 2.

Section 2.04 Construction Schedule - The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule attached hereto as Exhibit 4. To the extent the Parties mutually agree to a revision to the Estimated Construction Schedule in accordance with the Redevelopment Agreement, the Estimated Construction Schedule attached hereto as Exhibit 4 shall be deemed to be automatically amended.

Section 2.05 Ownership, Management and Control - (a) The Entity hereby represents that Larry Pantirer, Howard Schwartz, Alan Pines, and Jonathan Schwartz are each equal members of the Entity.

(b) The Entity hereby represents that West Orange Office Executive Park (the “Owner”) is the current owner of the Property and that on or before the commencement of construction of any portion of the Project as set forth herein, it will be the fee title owner of the Land upon which that portion of the Project is to be constructed and which is the subject of this Agreement, however, this representation shall not apply to the Land upon which the Infrastructure is to be constructed.

(c) The Township and the Entity each hereby expressly acknowledge and understand, respectively, that as of the date hereof (a) Entity is not the fee title owner of and shall acquire the

Property: (b) the Land set forth in this subsection (c) is not, as of the date hereof, subject to, nor governed by, the terms of this Agreement, and (c) upon the fee title acquisition of the Land set forth in this subsection (c), by the Entity, and the recordation of this Agreement and the Ordinance upon any such Land in accordance with Section 16.05 hereof, such Land, and any improvements related thereto shall be subject to and governed by the terms of this Agreement.

Section 2.06 Financial Plan – The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 5. The Plan sets forth estimated Total Project Cost, amortization rate on Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

Section 2.07 Statement of Rent Projections - The Entity represents that its good faith projections of the rent of Units in the Project are set forth in Exhibit 6 attached hereto.

ARTICLE III.

DURATION OF AGREEMENT

Section 3.01 Term - It is understood and agreed by the Parties that this Agreement, including the obligation to pay the Annual Service Charge required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall, with respect to the Project, remain in full force and effect for thirty (30) years from the date of issuance of a Certificate of Occupancy for the Project, but in no event, longer than thirty-five (35) years from the date of execution hereof. The Entity may construct the Project in phases thus upon the completion of any phase of the Project, the term of 30-years for payment of the Annual Service Charge for such phase shall commence. In accordance with *N.J.S.A. 40A:20-12a(2)*, the total term for all phases of the Project shall not exceed 50 years. Upon Termination, the tax exemption for the Project shall expire and the Improvements and Land shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township. Upon Termination, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the Township's acceptance of its final accounting, pursuant to *N.J.S.A. 40A:20-13*.

Section 3.02 No Voluntary Termination - NEITHER THE ENTITY NOR THE TOWNSHIP MAY AT ANY TIME TERMINATE THIS AGREEMENT DURING THE PERIOD WHEN ANY BOND REMAINS "OUTSTANDING" WITHIN THE MEANING OF THE BOND AGREEMENT. THE ENTITY FURTHER EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT IN ACCORDANCE WITH THE RAB LAW, SPECIFICALLY *N.J.S.A. 40A:12A-66(a)*, THE RELINQUISHMENT PROVISIONS SET FORTH IN THE LONG-TERM TAX EXEMPTION LAW, SPECIFICALLY *N.J.S.A. 40A:20-9(g)* AND 13, SHALL NOT BE APPLICABLE IN ACCORDANCE WITH, PURSUANT TO, AND UNDER THIS AGREEMENT. THE ENTITY FURTHER EXPRESSLY REJECTS, REFUSES, RELINQUISHES, SURRENDERS, AND OTHERWISE WAIVES ANY AND ALL RIGHTS OF RELINQUISHMENT OF ITS STATUS UNDER THE REDEVELOPMENT LAW AND THIS AGREEMENT THAT IT MAY HAVE OTHERWISE BEEN ENTITLED TO IN

ACCORDANCE WITH ANY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION, N.J.S.A. 40A:20-13.

Section 3.03 Date of Termination - Upon any Termination of the tax exemption described in Section 2.01 hereof, the date of such Termination shall be deemed to coincide with the end of the fiscal year of the Township.

ARTICLE IV.

ANNUAL SERVICE CHARGE

Section 4.01 Consent of Entity and Affiliated Entities to Annual Service Charge – The Entity hereby consents and agrees to the amount of Annual Service Charge and to the liens established in this Agreement, and neither the Entity nor any Affiliated Entities shall contest the validity or amount of any such lien. Notwithstanding anything herein to the contrary, the Entity’s obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim. The Entity’s remedies shall be limited to those specifically set forth or limited herein and otherwise provided by law.

Section 4.02 Quarterly Installments – The Entity agrees that payment of the Annual Service Charge shall be due and payable to the Township on the Annual Service Charge Payment Dates during the Exemption Term. In the event that the Entity fails to timely pay any installment of the Annual Service Charge, the amount past due shall bear until paid the highest rate of interest permitted under applicable State law then being assessed against other delinquent taxpayers in the case of unpaid taxes or tax liens.

Section 4.03 Annual Service Charge - In consideration of the exemption from taxation for the Improvements and Land, during the Exemption Term, the Entity shall pay to the Township an Annual Service Charge calculated as the greater of the AGR Calculation, the TOD Calculation or the Total Pledged and Unpledged Calculation, as follows:

- (a) The annual gross revenue calculation (the “**AGR Calculation**”) for any given year shall be calculated as follows:
 - i. Stage One: From the Annual Service Charge Start Date until the tenth (10th) anniversary of the Annual Service Charge Start Date, the AGR Calculation shall be 10.5% of AGR;
 - ii. Stage Two: From the first day after the tenth (10th) anniversary of the Annual Service Charge Start Date until the twentieth (20th) anniversary of the Annual Service Charge Start Date, the AGR Calculation shall be 11.5% of AGR;
 - iii. Stage Three: From the first day after the twentieth (20th) anniversary of the Annual Service Charge Start Date until the thirtieth (30th) anniversary of the Annual Service Charge Start Date, the AGR Calculation shall be 12.5% of AGR.

(b) The taxes otherwise due calculation (the “**TOD Calculation**”) for any given year shall be calculated as follows:

- i. Stage One: From the Annual Service Charge Start Date until the fifteenth (15th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 0% of the amount of the taxes otherwise due on the value of the Property and the Improvements;
- ii. Stage Two: From the first day after the fifteenth (15th) anniversary of the Annual Service Charge Start Date until the twentieth (20th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 20% of the amount of the taxes otherwise due on the value of the Property and the Improvements;
- iii. Stage Three: From the first day after the twentieth (20th) anniversary of the Annual Service Charge Start Date until the twenty-sixth (26th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 40% of the amount of the taxes otherwise due on the value of the Property and the Improvements;
- iv. Stage Four: From the first day after the twenty-sixth (26th) anniversary of the Annual Service Charge Start Date until the twenty-ninth (29th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 60% of the amount of the taxes otherwise due on the value of the Property and the Improvements;
- v. Stage Four: From the first day after the twenty-ninth (29th) anniversary of the Annual Service Charge Start Date until the thirtieth (30th) anniversary of the Annual Service Charge Start Date, the TOD Calculation shall be 80% of the amount of the taxes otherwise due on the value of the Property and the Improvements.

(c) The Total Pledged and Unpledged Calculation for any given year shall be as set forth in the “Total” column on Exhibit 8, attached hereto.

In the event that the Entity fails to timely pay any installment of the Annual Service Charge, the amount past due shall bear the highest rate of interest permitted under applicable State law in the case of unpaid taxes or tax liens until paid. The Annual Service Charge received shall first be allocated to payment of the Unpledged Annual Service Charge for any given year, second to payment of the Pledged Annual Service Charge, and any remainder shall be remitted to the Township, except as provided herein in the event of a partial payment. In the event of a partial payment of the Annual Service Charge, which results in a partial allocation of funds to the Pledged Annual Service Charge, the Bondholder is entitled to recoup any deficiency, with no interest accrued, out of a future payment of the Annual Service Charge where the Annual Service Charge paid exceeds the Total Pledged and Unpledged Calculation amount for any given year. The amount permitted to be recouped by the Bondholder shall be calculated as: Annual Service Charge paid minus Total Pledged and Unpledged Calculation equals excess amount able to be recouped by the Bondholder in the event of a previous partial allocation to the Pledged Annual Service Charge. In no event, shall the amount recouped by the Bondholder exceed the Pledged Annual Service charge due and owing to that date.

Section 4.04 Material Conditions - It is expressly agreed and understood that all payments of Annual Service Charges and any interest payments, penalties or costs of collection due thereon, are material conditions of this Agreement. If any other term, covenant or condition of this Agreement or the Application, as to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

Section 4.05 No Reduction in Payment of the Annual Service Charge - Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in Sections 4.02 and 4.03 hereof shall be reduced, amended or otherwise modified during the Term of this Agreement.

Section 4.06 Service Charges as Municipal Lien - The Township and the Entity hereby expressly acknowledge, understand and agree that in accordance with the RAB Law, specifically N.J.S.A. 40A:12A-68, and such other Applicable Law, upon the recordation of the Ordinance and this Agreement, as set forth in Section 16.05 hereof, (a) the Ordinance, this Agreement, and any amount due hereunder, including without limitation, the Annual Service Charge, shall be a continuous, municipal lien on the respective Land and the Improvements related thereto and that any subsequent Annual Service Charge, including any interest, penalties or costs of collection thereof, that shall thereafter become due or accrue, shall be added and relate back to and be part of the initial municipal lien, (b) the Ordinance, this Agreement, and any amounts due hereunder, including without limitation, the Annual Service Charge, shall constitute an automatic, enforceable and perfected statutory municipal lien for all purposes, including specifically and without limitation, the Federal bankruptcy code, regardless of whether the amount of the Annual Service Charge has been determined, and (c) any applicable process, procedure or action of any court, government body or other relevant authority, including without limitation any confirmation hearing, to determine the amount of the Annual Service Charge due shall not affect the commencement or validity of the municipal lien.

Section 4.07 Security for Payment of Annual Service Charges - In order to secure the full and timely payment of the Annual Service Charges, the Township on its own behalf or on behalf of the Bondholder reserves the right to prosecute an In-Rem Tax Foreclosure action against the Land and the Improvements erected thereon as more fully set forth in this Agreement.

If any installment of the Annual Service Charge has not been received from the Entity for application under the Bond Agreement, the Entity hereby waives any objection or right to challenge the use by the Township of the enforcement of remedies to collect the Annual Service Charge as are afforded the Township by Applicable Law, including the Tax Sale Law. The Township's remedies shall be limited solely to the collection of delinquent and unpaid amounts past due for payment, including interest, penalties and costs of collection provided for by Applicable Law, including, without limitation, the Tax Sale Law.

Section 4.08 Land Tax Exemption and Duration - The Property shall be exempt from Land Taxes from the Annual Service Charge Start Date through the Termination Date in

accordance with N.J.S.A. 40A:20-12; provided however, that if such exemption of Land Taxes is invalidated by a court of competent jurisdiction, then this Agreement shall remain in full force and effect and shall be reformed to provide that:

(a) Land Taxes are assessed on the Property; and

(b) the Entity, or its Transferee, shall be entitled to a credit against the Annual Service Charge for the amount, without interest, of the Land Tax payments timely made in the last four (4) preceding quarterly installments. Subject to the foregoing, the Entity is obligated to make timely Land Tax Payments in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. In any year that the Entity fails to make any Land Tax Payments if and when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credits against the Annual Service Charge for that year. No credit will be applied against the Annual Service Charge for partial payments of Land Taxes. In addition, the Township shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In-Rem Tax Foreclosure Act, and/or to declare a Default.

ARTICLE V.

PLEDGE OF ANNUAL SERVICE CHARGE TO REDEVELOPMENT BONDS

Section 5.01. Security for the Bonds - As security for the Bonds, the Township assigns all of its right, title and interest in the Pledged Annual Service Charge received, including interest, penalties and costs of collection, to the payment of the Bond, provided however, that the Township shall only be required to apply to the Bond repayment such portion of the Pledged Annual Service Charge as is necessary to make payments due under the Bond Agreement, and in no event shall the Township be required to apply any amount in excess of the Pledged Annual Service Charge. The Entity hereby acknowledges and consents to such assignment and acknowledges that the assignment is critical to the provision of security for the Bonds.

Section 5.02. Use of Annual Service Charge – Flow of Funds under the Bond Agreement – Concurrently with the issuance of Bonds contemplated by this Agreement and the Redevelopment Agreement, the Township and the Bondholder shall enter into the Bond Agreement in order to establish, among other things, the terms and conditions for the application of the Annual Service Charge, payment of debt service, and the relative rights and responsibilities of the Township to the Bondholders. Upon receipt of the Annual Service Charge, the Pledged Annual Service Charge shall be transmitted to the Township, who shall apply such Pledged Annual Service Charge as provided in the Bond Agreement. The Bond Agreement shall, in accordance with this Section, provide for the application of the amounts on deposit under the Bond Agreement.

Section 5.03. Payment of Annual Bond Payments - Pursuant to the RAB Law, the Bond Payment Account shall not be commingled with other funds of the Township. The Township's pledge of the Pledged Annual Service Charge shall be an obligation of the Township to apply the

Pledged Annual Service Charge received from the Entity (or such lesser portion thereof as required pursuant to Sections 4.03 and 5.01) to the Bonds in accordance with the Bond Agreement. Upon receipt of the Pledged Annual Service Charge, the Chief Financial Officer shall promptly apply these amounts (or such lesser portion thereof as required pursuant to Sections 4.03 and 5.01) in accordance with this Agreement and the Bond Agreement.

ARTICLE VI.

ISSUANCE OF BONDS

Section 6.01 Issuance of Bonds - The Parties agree that a portion of the costs of the Project, including without limitation the Infrastructure and the Developer Obligations, shall be financed through the issuance of the Bonds by the Township. Upon compliance with the conditions set forth in the Redevelopment Agreement and the Bond Resolution, the Township shall take all necessary actions to cause the issuance of the Bonds pursuant to the Redevelopment Law, the Exemption Law and the RAB Law no more than once annually. The proceeds from the Bonds shall be applied to pay, among other things, a portion of the costs of the Project, including without limitation, the Infrastructure and the Developer Obligations, along with costs of issuance and capitalized interest on the Bonds, in accordance with the Bond Agreement.

ARTICLE VII.

CERTIFICATE OF OCCUPANCY

Section 7.01 Certificate of Occupancy - It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a reasonably timely manner after the Entity has satisfied all requirements to secure such Certification of Occupancy.

Section 7.02 Filing of Certificate of Occupancy - It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Notwithstanding the foregoing, the filing of any Certificate of Occupancy shall not be a prerequisite for any action taken by the Township, including, if appropriate, retroactive billing with interest to collect any charges hereunder to be due.

ARTICLE VIII.

ACCOUNTING, REPORTS, CALCULATIONS

Section 8.01 Accounting System - The Entity agrees to calculate its “Net Profit” pursuant to *N.J.S.A. 40A:20-3(c)*.

Section 8.02 Periodic Reports -

(a) Auditor's Report: within ninety (90) days after the close of each fiscal or calendar year depending on the Entity's accounting basis that this Agreement shall continue in effect, the Entity shall submit to the Township Council, the Tax Collector and the Township Clerk, who shall advise those municipal officials required to be advised, and the Division of Local Government Services in the State Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The report shall clearly identify and calculate the Net Profit for the Entity during the previous year. The Entity assumes all costs associated with preparation of the periodic reports.

(b) Disclosure Statement: on each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest in the Project from the prior year's filing, the Entity shall submit to the Township Council, the Tax Collector and the Township Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the Township may request from time to time.

Section 8.03 Inspection - The Entity shall, upon reasonable request and notice, permit inspection of its property, equipment, buildings and other facilities of the Project and, also permit examination and audit of its books, contracts, records, documents and papers with respect to the Project, by authorized officers of the Township, and Division of Local Government Services in the State Department of Community Affairs pursuant to *N.J.S.A. 40A:20-9(e)*. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

Section 8.04 Limitation on Profits and Reserves - During the Exemption Period the Entity shall be subject to a limitation of its profits pursuant to the provisions of *N.J.S.A. 40A:20-15*. Pursuant to *N.J.S.A. 40A:20-3(c)*, this calculation is completed in accordance with generally accepted accounting principles.

Section 8.05 Payment of Dividend and Excess Profit Charge - In the event the Net Profits of the Entity, shall exceed the Allowable Net Profits for such period, then the Entity, within one hundred and twenty (120) days after the end of the accounting period established by the Exemption Law, shall pay such excess Net Profits to the Township as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned Section 8.04. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to *N.J.S.A. 40A:20-3(c)* and *40A:20-15*.

Section 8.06 Calculation of Gross Revenue and Net Profit - There is expressly excluded from calculation of Gross Revenue and from Net Profit as set forth in *N.J.S.A. 40A:20-3* for the purpose of determining compliance with *N.J.S.A. 40A:20-15* or *N.J.S.A. 40A:20-16*, any gain realized by the Entity on the sale of any Unit, whether or not taxable under federal or State law.

ARTICLE IX.

ASSIGNMENT AND/OR ASSUMPTION

Section 9.01 Approval to Sale of Project by Entity Formed and Eligible to Operate Under Law - As permitted by N.J.S.A. 40A:20-10, it is understood and agreed that the Township, on written application by the Entity, will consent to a sale of the Project (or a portion thereof) and the transfer of this Agreement (as pertaining to a portion of the Project) to another Entity provided that (a) in the event that the Project or relevant portion thereof has not been completed, the transferee Entity shall have demonstrated to the reasonable satisfaction of the Township that it possesses the experience and capitalization necessary to complete the Project (or relevant portion thereof), which determination shall not be unreasonably withheld; (b) the transferee Entity does not own any other Project subject to long term tax exemption at the time of transfer; (c) the transferee Entity is formed and eligible to operate under the Exemption Law; (d) the Entity is not then in Default of this Agreement or in violation of Applicable Law; (e) the Entity's obligations under this Agreement are fully assumed by the transferee Entity; (f) the transferee Entity abides by all terms and conditions of this Agreement including, without limitation, the filing of an application pursuant to N.J.S.A. 40A:20-8, and any other terms and conditions of the Township in regard to the Project; and (g) no Annual Service Charge is due and owing by the Entity.

Section 9.02. AUTOMATIC ASSUMPTION - THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT UPON THE CONVEYANCE, WHETHER BY SALE, GRANT, AWARD, GIFT, TRANSFER OR OTHERWISE, OF ANY PORTION OF LAND, INCLUDING ANY IMPROVEMENTS RELATED THERETO, WHETHER IN ACCORDANCE WITH AND PURSUANT TO THE TERMS HEREOF, THE TAX SALE LAW, OR OTHERWISE, SUCH PORTION OF LAND, INCLUDING ANY IMPROVEMENTS RELATED THERETO, SHALL BE SUBJECT TO, GOVERNED AND BOUND BY THE TERMS OF THIS AGREEMENT. ANY ACCEPTANCE OR CLAIM OF TITLE OR OWNERSHIP OF ANY PARCEL OR PORTION OF LAND, INCLUDING ANY IMPROVEMENTS RELATED THERETO SHALL CONSTITUTE AN ACKNOWLEDGEMENT AND ASSUMPTION, FOR ALL PURPOSES OF LAW, BY SUCH PERSON OR ENTITY ACCEPTING OR CLAIMING TITLE OR OWNERSHIP, THAT IT AND ITS RESPECTIVE PARCEL OR PORTION OF LAND, INCLUDING ANY IMPROVEMENTS RELATED THERETO SHALL BE SUBJECT TO, GOVERNED AND BOUND BY THIS AGREEMENT.

Section 9.03 Severability - It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the Governing Body of the Township of West Orange by ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Land which is basic to, embraced in, or underlying the exempted Improvements.

Section 9.04 Subordination of Fee Title - It is expressly understood and agreed that the Entity has the right to encumber and/or assign the fee title to the Land and/or Improvements for the purpose solely of financing the design, development and construction of the Project and for no other purpose, and that any such encumbrance or assignment shall not be deemed to be a violation of this Agreement.

Section 9.05 Assumption of Rights and Obligations by the Entity – As the Entity’s successor and assign, the Entity hereby accepts, recognizes and acknowledges all of the Entity’s obligations and rights with respect to the Redevelopment Agreement, as relates to the Project.

ARTICLE X.

RESERVATION OF RIGHTS AND REMEDIES

Section 10.01 Reservation of Rights and Remedies. – Except as expressly provided at Sections 3.02, 4.01, 4.08, and herein, nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the Township or the Entity of any rights and remedies provided by Applicable Law. Unless otherwise expressly stated, nothing herein shall be deemed to limit any right of recovery that the Township or the Entity has under law, in equity, or under any provision of this Agreement.

ARTICLE XI.

NOTICES

Section 11.01 Notice - Formal notices, demands and communications between and among the Township and the Entity shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the Township:

Township of West Orange
Municipal Building
66 Main Street
West Orange, New Jersey 07052-5313
Attn: John K. Sayers, Township Administrator

with copies to:

Richard Trenk, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

If to the Entity:

Green Essex Partners Urban Renewal, LLC
c/o BNE Real Estate Group
16 Microlab Road, Suite A
Livingston, New Jersey 07039

With a copy to:

Francis X. Regan, Esq.
DeCotiis, FitzPatrick, Cole & Giblin, LLP
500 Frank W. Burr Boulevard
Suite 31
Teaneck, New Jersey 07666

ARTICLE XII.

COMPLIANCE BY ENTITY WITH LAW

Section 12.01 Statutes and Ordinances - The Entity hereby agrees at all times prior to the expiration or other Termination of this Agreement to remain bound by the provisions of Applicable Law, including, but not limited to, the Exemption Law and the RAB Law. Any failure by the Entity to comply with such statutes or ordinances shall constitute a violation and breach of the Agreement.

ARTICLE XIII.

CONSTRUCTION

Section 13.01 Construction - This Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Township have combined in their review and approval of same.

ARTICLE XIV.

INDEMNIFICATION

Section 14.01 Indemnification - It is understood and agreed that in the event the Township shall be named as party defendant in any action brought against the Township by allegation of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of Applicable Law, the Entity shall indemnify and hold the Township harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses

(including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of Applicable Law, including without limitation, *N.J.S.A. 40A:20-1 et seq.*, except for the willful misconduct by the Township or its officers, officials, employees or agents and the Entity shall defend the suit at its own expense. However, the Township maintains the right to intervene as a party thereto, to which intervention the Entity hereby consents, the reasonable expense thereof to be borne by the Entity. To the extent practical and ethically permissible, the Entity's attorneys shall jointly defend and represent the interest of the Township and the Entity as to all claims indemnified in connection with this Agreement.

ARTICLE XV.

DEFAULT

Section 15.01 Default - Default shall be failure of any party to conform to the terms of this Agreement, and/or the failure of any party to perform any obligation imposed upon such party by Applicable Law beyond any applicable notice, cure or grace period. A default under this Agreement shall also constitute a default under the Redevelopment Agreement, however, a default under the Redevelopment Agreement shall not automatically constitute a default under this Agreement.

Section 15.02 Cure Upon Default - Should any party be in Default of any obligation under this Agreement, the other party shall notify the defaulting party and any mortgagee, if applicable and if the Township has been provided written notice of the mortgagee and its contact information, in writing of said Default. Said notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default, other than a Default in payment of any installment of the Annual Service Charge, in which case there shall be no cure period.

Section 15.03 Remedies for Default - (a) In the event of any uncured Default by the Township, the Entity may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance.

(b) In the event of any uncured Default by the Entity, the Township may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance. No Default hereunder by the Entity shall terminate the long-term tax exemption (except as described herein) and its obligation to make Annual Service Charges, which shall continue in effect for the Exemption Period.

Section 15.04 Arbitration - In the event of a breach of this Agreement by any party or a dispute arising between any parties in reference to the terms and provisions as set forth herein, then the parties shall submit the dispute to the American Arbitration Association in the State to

be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of said laws. Costs for said arbitration shall be paid by the non-prevailing party.

Section 15.05 Default in the Payment of Annual Service Charge - (a) Upon any Default by the Entity in payment of any installment of the Annual Service Charge, the Township, in addition to their other remedies, reserves the right to proceed against the applicable Land, and any Improvements related thereto, in the manner provided by Applicable Law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law.

(b) Consistent with the Township's pledge of the Pledged Annual Service Charge for the benefit of the holders of the Bonds as described herein, the Township hereby covenants to cooperate with the Bondholder with respect to the Township's right to exercise In Rem Tax Foreclosure described in Section 15.05(a), above, and further covenants to incorporate the following language with respect thereto in the Bond Agreement:

"The Assignor will take such action as the Assignee shall reasonably request in order that the Assignee may realize the benefits of the Assignment and receive the pledged portion of the Annual Service Charge; such actions may include, but shall not be limited to, conducting an In-Rem Tax Foreclosure action in accordance with the provisions of the Tax Sale Law."

(c) Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on Land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on Land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the Township to proceed in the above-mentioned manner.

Section 15.06 Remedies Upon Default Cumulative; No Waiver - Subject to the provisions of Article XV and the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to any party, and all rights and remedies granted by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Township of any of their remedies or actions against the Entity because of the Entity's failure to pay the Annual Service Charge, Administrative Fee, any applicable water and sewer charges, interest payments, and/or other municipal charges. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Annual Service Charges or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Annual Service Charges or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

Section 15.07 Final Accounting - Within one hundred and twenty (120) days after the Termination Date, the Entity shall provide a final accounting and pay to the Township any excess Net Profits. For purposes of rendering a final accounting the Termination of the Agreement shall be deemed to coincide with the end of the fiscal year of the Township.

Section 15.08 Conventional Taxes - Upon Termination or expiration of this Agreement, the tax exemption for the Improvements and Land shall expire and the Improvements and Land shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Township.

ARTICLE XVI.

MISCELLANEOUS

Section 16.01 Agreement Controlling - The Parties agree that in the event of a conflict between (i) the Application and this Agreement or (ii) the Redevelopment Agreement and this Agreement, the provisions of this Agreement shall govern and prevail.

Section 16.02 Oral Representations - There have been no oral representations made by either of the Parties hereto which are not contained in this Agreement. This Agreement, the Redevelopment Agreement, the Ordinance and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties and delivered to each of them.

Section 16.03 Entire Document - All conditions in the Ordinance are incorporated in this Agreement and made a part hereof.

Section 16.04 Good Faith - In their dealings with each other, the Parties agree that they shall act in good faith.

Section 16.05 Recording – Upon the acquisition of fee title, by the Entity, of the Land set forth in Section 2.05(c) hereof, this Agreement and the Ordinance shall be filed and recorded with the Essex County Register by the Entity, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Essex as a municipal lien upon and a covenant running with such Land, including any Improvements related thereto.

Section 16.06 Municipal Services – The Entity shall make payments for municipal services, including water and sewer charges and any services, to the extent that such water and sewer charges, and other services, are not otherwise included in the real property taxes generally assessed upon property within the Township, that create a lien on a parity with or superior to the lien for the Annual Service Charge, as required by law. These charges are not included in the Annual Service Charge and shall be billed separately. Nothing herein is intended to release the Entity from its obligation to make such payments.

Section 16.07 Portion of Annual Service Charge Paid to County - Pursuant to *N.J.S.A. 40A:20-12*, the Township shall remit the County Share to the County upon the receipt thereof.

Section 16.08 Administrative Fee – In accordance with *N.J.S.A. 40A:20-9(h)*, the Township shall collect an administrative fee equal to 2% of the Annual Service Charge due in each year from the Entity.

Section 16.09 Financing Matters - The financial information required by the final paragraph of *N.J.S.A. 40A:20-9* is set forth in the Application.

Section 16.10 Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 16.11 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the parties hereto.

Section 16.12 Certification - The Township Clerk shall certify to the Tax Assessor, pursuant to *N.J.S.A. 40A:20-12*, that an Agreement with the Entity for the development of the Land has been entered into and is in effect as required by *N.J.S.A. 40A:20-1 et seq.* Delivery by the Township Clerk to the Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon certification as required hereunder and upon the Annual Service Charge Start Date the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Township Clerk until the expiration of the entitlement to exemption by the terms of this Agreement or until the Tax Assessor has been duly notified by the Township Clerk that the exemption has been terminated.

Further, within ten (10) days of the execution of this Agreement, the Township Clerk shall provide a copy of the Agreement and the Ordinance authorizing the same to the Essex County Counsel and the Essex County Chief Financial Officer for informational purposes in accordance with *N.J.S.A. 40A:20-12*

Section 16.13 Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

EXHIBITS

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

Exhibit 1 – Metes and Bounds Description of the Project

Exhibit 2 – The Application

Exhibit 3 – Certificate of Formation for Entity

Exhibit 4 – Estimated Construction Schedule

Exhibit 5 – The Financial Plan for the Undertaking of the Project

Exhibit 6 – Rent Projections

Exhibit 7 – Certification of Estimated Construction Costs

Exhibit 8 – Total Pledged and Unpledged Calculation

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale
Township Clerk

By: _____
Robert D. Parisi, Mayor

ATTEST:

**GREEN ESSEX PARTNERS URBAN RENEWAL,
LLC**

By: _____

STATE OF NEW JERSEY :
: SS
COUNTY OF ESSEX :

BE IT REMEMBERED, that on this ____ day of _____, 20__ before me, the subscriber, a Notary Public of New Jersey, personally appeared ROBERT D. PARISI, who, being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction that he is the MAYOR of the **TOWNSHIP OF WEST ORANGE, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the Township of West Orange and said Instrument was signed and delivered by said MAYOR as and for the voluntary act and deed of said entity.

Notary Public of New Jersey

STATE OF NEW JERSEY :
: SS
COUNTY OF ESSEX :

BE IT REMEMBERED, that on this ____ day of _____, 20__ before me, the subscriber, a Notary Public of New Jersey, personally appeared [_____] who, being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction that he is a PRINCIPAL of **GREEN ESSEX PARTNERS URBAN RENEWAL, LLC**, the Entity named in the within Instrument; that the execution, as well as the making of this Instrument, having been duly authorized by the Entity, and said Instrument was signed and delivered by said PRINCIPAL as and for the voluntary act and deed of said Entity.

Notary Public of New Jersey

EXHIBIT 1

Metes and Bounds Description of the Project

EXHIBIT 2

Application with Exhibits

EXHIBIT 3

Certificate of Formation of Entity

EXHIBIT 4

Estimated Construction Schedule

Estimated project schedules if constructed in one phase

Submission of site plan application	3/1/2020
Receipt of all approvals for project	4/1/2021
Commencement of construction	6/1/2021
Completion of construction	6/1/2024

Estimated Project Schedule if the project is Phased

Submission of site plan application	3/1/2020
Receipt of all approvals for project	4/1/2021
Phase 1 Commencement of Construction (Approximately 300 units)	6/1/2021
Phase 1 Completion of Construction	9/1/2023
Phase 2 Commencement of Construction (Approximately 125 units)	1/1/2025
Phase 2 Completion of Construction	1/1/2027

EXHIBIT 5

The Financial Plan for the Undertaking of the Project

The Project will be financed through a combination of construction, permanent and/or equity financing in addition to approximately \$4.5 million in non-recourse Redevelopment Area Bond financings to be issued by West Orange and to offset the costs of infrastructure and other qualifying costs.

EXHIBIT 6

Rent Projections

EXHIBIT 7

Architect's Certification of Estimated Construction Costs

EXHIBIT 8

Total Pledged and Unpledged Calculation

<u>Year</u>	<u>Minimum</u> <u>Unpledged</u>	<u>Pledged</u>	<u>Total</u>
1	\$ 450,000	\$ 258,750	\$ 708,750
2	\$ 750,000	\$ 288,750	\$ 1,038,750
3	\$ 850,000	\$ 327,025	\$ 1,177,025
4	\$ 877,000	\$ 323,000	\$ 1,200,000
5	\$ 876,025	\$ 323,975	\$ 1,200,000
6	\$ 875,338	\$ 324,663	\$ 1,200,000
7	\$ 874,938	\$ 325,063	\$ 1,200,000
8	\$ 874,825	\$ 325,175	\$ 1,200,000
9	\$ 875,000	\$ 325,000	\$ 1,200,000
10	\$ 875,463	\$ 324,538	\$ 1,200,000
11	\$ 876,213	\$ 323,788	\$ 1,200,000
12	\$ 872,250	\$ 327,750	\$ 1,200,000
13	\$ 873,863	\$ 326,138	\$ 1,200,000
14	\$ 875,763	\$ 324,238	\$ 1,200,000
15	\$ 872,950	\$ 327,050	\$ 1,200,000
16	\$ 875,713	\$ 324,288	\$ 1,200,000
17	\$ 873,763	\$ 326,238	\$ 1,200,000
18	\$ 872,388	\$ 327,613	\$ 1,200,000
19	\$ 876,588	\$ 323,413	\$ 1,200,000
20	\$ 876,075	\$ 323,925	\$ 1,200,000
21	\$ 876,138	\$ 323,863	\$ 1,200,000
22	\$ 871,775	\$ 328,225	\$ 1,200,000
23	\$ 873,275	\$ 326,725	\$ 1,200,000
24	\$ 875,350	\$ 324,650	\$ 1,200,000
25	\$ 873,000	\$ 327,000	\$ 1,200,000
26	\$ 876,513	\$ 323,488	\$ 1,200,000
27	\$ 875,600	\$ 324,400	\$ 1,200,000
28	\$ 875,550	\$ 324,450	\$ 1,200,000
29	\$ 876,363	\$ 323,638	\$ 1,200,000
30	\$ 888,038	\$ 311,963	\$ 1,200,000
	<u>\$ 25,685,750</u>	<u>\$ 9,638,775</u>	<u>\$ 35,324,525</u>

Exhibit 1

Metes and Bounds

Tract II:

BEGINNING at a point on the northerly side line of Rooney Circle, said point being 753.47 feet along its various courses from its intersection with the westerly side line of Prospect Avenue. Said point also being a point of curve in the northerly side line of Rooney Circle; thence

1. North 42 degrees 30 minutes West a distance of 199.58 feet to a point. thence
2. North 12 degrees 33 minutes 03 seconds East a distance of 238.91 feet to a point on the southerly side line of Lot 41.02; thence
3. North 54 degrees 30 minutes 50 seconds West a distance of 149.02 feet to a point; thence
4. Along the westerly line of 41.02, North 35 degrees 29 minutes 10 seconds East a distance of 77.00 feet to a point on the side line of Interstate Highway Route 280; thence
5. Along said side line South 87 degrees 15 minutes 18 seconds West a distance of 235.19 feet to a point; thence
6. **SUN** along the same North 88 degrees 47 minutes .20 seconds West a distance of 265.49 feet to a point; thence
7. Still along the same North 84 degrees 29 minutes 49 seconds West a distance of 153.44 feet to a point; thence
8. South 48 degrees 00 minutes 11 seconds West a distance of 263.39 feet to a point; thence
9. South 09 degrees 30 minutes 50 seconds East a distance of 273.28 feet to a point; thence
10. South 54 degrees 30 minutes 50 seconds East a distance of **469.30 feet** to a point on the westerly line of the lands n/f Principal Life Insurance Co.; thence
11. Along said line, North 35 degrees 29 minutes 10 seconds East a distance of 433.70 feet to a point; thence
12. Along the northerly side line of said lands n/f Principal Life Insurance Co. South 54 degrees 30 minutes 50 seconds East a distance of **252.57 feet** to a point on the northerly side line of Rooney Circle; thence
13. Easterly on a non-tangent curve to the right with a radius of 110.00 feet, a length along the arc of 134.86 feet, a bearing along the chord of South 77 degrees 42 minutes 13 seconds East and a distance along the chord of 126.86 feet to the point and place of BEGINNING.

Together with and subject to Exchange of Utility and Slope Right Easement as set forth in Deed Book 4503 page 674.

Together with existing beneficial right appurtenant out to the land as set forth in Deed Book 4499 page 164.

The above description is being drawn in accordance with a survey prepared by Partner Engineering and Science, Inc. Project No. 17-178987.2 dated February 24, 2017 and last Revised on May 4, 2017.

NOTE: Being Lot(s) 40.02, Block 155, Tax Map of the Township of West Orange, County of Essex

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Orange, County of Essex, State of New Jersey.

Tract III:

BEGINNING at a point on the easterly property line of lands n/f of Paragon Enterprises which is the dividing line between said lands and the lands n/f of Centre Properties Co., said point also being the southeasterly corner of the whole tract and is formed by the intersection of said property line and the northeasterly line of lands n/f of Public Service Electric and Gas Company and running thence;

1. Along the northerly line of lands n/f of Public Service Electric and Gas Company North 54 degrees 30 minutes 50 seconds West, 675.00 feet; thence;
2. By a new line, North 12 degrees 47 minutes 33 seconds East, 196.87 feet; thence
3. By a new line, North 35 degrees 29 minutes 10 seconds East, 123.00 feet; thence
4. By a new line, North 51 degrees 57 minutes 20 seconds East, 362.26 feet to a corner of lands known as Block 155 Lot 408; thence
5. Along the line of said lot, South 09 degrees 30 minutes 50 seconds East, 273.28 feet; thence
6. Still along the same, South 54 degrees 30 minutes 50 seconds, East a distance of 455.00 feet to the easterly sideline of the tract, which sideline is also the dividing line between said tract and lands n/f of Centre Properties Co.; thence
7. Along said track line South 35 degrees 29 minutes 10 seconds West, 458.77 feet to the point and place of BEGINNING.

Together with and subject to Exchange of Utility and Slope Right Easement as set forth in Deed Book 4503 page 674.

Together with existing beneficial right appurtenant out to the land as set forth in Deed Book 4499 page 164.

The above description is in accordance with a survey made by Partner Engineering & Science, Inc, dated February 24, 2017 and last revised on May 4, 2017.

NOTE: Being Lot(s) 42.02, Block 155, Tax Map of the Township of West Orange, County of Essex

Application for
Long Term Tax Exemption
11/19/2019

Applicant:
Green Essex Partners Urban Renewal,
LLC

Address of Applicant:
c/o BNE Real Estate Group
16 Microlab Road Suite A
Livingston, NJ 07039

Address of Project Site:
100 & 200 Executive Drive
West Orange, NJ
Block 155 Lots 42.02 & 40.02

Overview of application contents:

- Section I - General instructions regarding the completion of the application
- Section II - Identification of the applicant
- Section III - Detailed description of the Project
- Section IV - Type of exemption and term requested
- Representations and certifications required by statute
- Signature by the applicant
- Exhibits

I. Instructions:

Please complete this application in its entirety and attach all required supporting documentation. Incomplete applications will be returned and may significantly delay the tax exemption authorization process or cause the application to be denied.

Important notes:

- 1) Certain documents required in this application must be prepared by qualified professionals other than the applicant. In particular, survey documents must be signed and sealed by a licensed surveyor, site plan documents must be signed and sealed by a professional engineer and detailed cost estimates must be certified by a licensed engineer or architect.
- 2) Under New Jersey law, applicants for long-term exemption must be organized as an Urban Renewal Entity as certified by the New Jersey Department of Community Affairs.
- 3) The application must be accompanied by a proposed form of financial agreement. Please ensure that the financial agreement attached to this application is appropriate to the type of project for which you are seeking an exemption.

Completed applications, including the application fee, should be submitted to:

Robert Parisi, Mayor
The Township of West Orange
66 Main Street
West Orange, NJ 07052

If you have any questions regarding the application or the tax exemption process, please contact:

Richard Trenk, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, NJ 07068
(973) 622-1800
rtrenk@msbnj.com

II. Redeveloper Identification:

A. Name of Applicant:

Green Essex Partners Urban Renewal, LLC

B. Principal Address:

**c/o BNE Real Estate Group
16 Microlab Road Suite A
Livingston, NJ 07039**

C. Type of Entity (check one)

☐ Corporation ☒ LLC ☐ LLP ☐ Partnership ☐ Other (please specify)

D. Contact Information

1.) Name of Primary Contact: Jonathan P. Schwartz

2.) Contact Numbers:

a. Phone: 973-992-2443 x 8665

b. Fax: n/a

c. Email: jschwartz@bnerealestate.com

E. Name and Address of Statutory Agent:

Please list the name and address of the entity upon whom a legal process can be served:

**Larry Pantirer
16 Microlab Road Suite A
Livingston, NJ 07039**

F. Federal Tax Identification Number: 84-3507730

G. Disclosure of Ownership:

New Jersey law (NJSA 52:25-24.2) requires that all corporations and partnerships seeking a public contract submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Redeveloper has, as one or more of its owners, a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner is disclosed.

Please provide the necessary information utilizing the form provided with Exhibit 1 of this application.

H. Certificates of Incorporation and Approval:

Please provide a copy of the approved certificate of incorporation or formation by the State of New Jersey for the entity applying for the exemption. Attach the certificate as Exhibit 2.

Also include a copy of the certificate of approval of the urban renewal entity issued by the State of New Jersey Department of Community Affairs. Attach that certificate as Exhibit 3. (The only projects exempt from this requirement are low- and moderate-income housing projects located outside a designated redevelopment area.)

I. Authorization to Submit Application:

Please provide a certified copy, bearing the seal of the urban renewal entity, of a company resolution authorizing submission of the application in the form provided as Exhibit 4 of this application.

III. Project Description:

A. Applicant's Ownership Interest in the Project: (Contract Purchaser)

X Conventional (Fee Simple) _____ Condominium

B. Project Type (Please check all that apply):

X Residential; _____ Retail; _____ Office; _____ Manufacturing; _____ Distribution Facility; _____ Hotel;

Other (Specify): _____

If the project involves more than one type of usage, indicate the percentage that each usage bears to the overall project measured using square feet of gross area:

_____ % Residential; _____ % Retail; _____ % Office; _____ % Manufacturing; _____ % Distribution Facility;

_____ % Hotel; _____ % Other (specify here _____)

C. Marketing Expectation:

_____ For Sale X For Lease _____ Both

D. Project Location:

1. Provide all street addresses by which the project site is currently known:

100 & 200 Executive Drive West Orange, NJ 07052

Use additional sheets if necessary

2. Provide all tax lots that comprise the project site. Designate lots as they appear on the official maps of the Tax Assessor as of the date of this application (i.e. prior to any subdivision associated with the project):

Block 155 Lots 42.02 & 40.02

Use additional sheets if necessary

3. Metes and Bounds Description:

Please attach the metes and bounds description of the project site as Exhibit 5 of this application.

4. Survey:

Please attach survey of the project site as Exhibit 6 of this application. If a survey has not yet been completed, a plotting on the official tax map may be provided at this time. A certified survey will be required prior to execution of any financial agreement.

E. Deed or Lease Agreement:

Please attach a copy of the deed or lease agreement for the property as Exhibit 7 confirming that the project is under the control of the applicant.

Applicant is the Contract Purchaser of the Property.

F. Purpose of Project:

Please check all that apply:

1. This project is located within an officially designated "area in need of redevelopment."
☒ Yes ☐ No
2. This project is located within an Urban Enterprise Zone.
☐ Yes ☒ No
3. This Project is intended to provide housing to low and/or moderate-income households:
☒ Yes ☐ No

Please indicate the number of units of each type listed below, as appropriate.

	<u>Phase 1</u>
Number of affordable units	64
Number of market rate units	361
Total number of residential units	425

**Above unit counts are estimates.*

4. This Project is intended to provide housing to households relocated as a result of a redevelopment project: ☐ Yes ☒ No
5. This Project is intended as a means to implement the objectives set forth in an adopted Redevelopment Plan: ☒ Yes ☐ No
6. If the answer to questions 3 through 5 of this section was "No", please indicate the purpose of the Project:

N/A

H. Narrative Description of Project:

Provide a brief narrative description of the project, including the height and bulk of proposed improvements, type of construction materials to be used and expected square foot area of each proposed use. Indicate the number and type of each unit to be constructed as part of the project and whether the project will be restricted to any group or groups on the basis of age or income. Include maps, renderings, floor plans and other graphic materials if available. Attach this description as Exhibit 8 of this application.

I. Current Conditions:

1. Provide a brief description of any improvements that are in place currently on the project site and indicate which if any are expected to be reused as part of the project. Attach extra pages as needed.

The properties currently have (2) office buildings surrounded by surface parking lots

2. Provide a list with the current tax assessment and the current real property tax levy for each lot included within the project site. Attach extra pages as needed.

Block	Lot	Current Tax Assessment	Current Real Property Tax Levy
155	40.02	\$8,468,400	\$341,953.99
155	42.02	\$9,739.700	\$393,289.09

3. Provide a list showing the current status of all municipal fees and charges which are currently levied against each lot located within the project site, including, without limitation water charges, sewer charges, permit or license fees, fines and/or penalties. Attach extra pages as needed.

Block	Lot	Current Status of Municipal Fees and Charges (specify type)

J. Site Plan Approval:

Provide a copy of the site plan approved by the Planning Board for the Project. Also provide a copy of the resolution of the Planning Board providing final site plan approval for the project. Attach the site plan as Exhibit 9 of this application and the resolution as Exhibit 10 of this application.

K. Project Cost Estimates

1. Provide a detailed cost breakdown for the project, including both hard and soft costs. The estimate should be certified by a licensed architect or engineer. Attach the completed estimate for the entire Project as Exhibit 11 of this application.
2. For each type of unit to be included within the Project, provide an estimate of the total unit cost for that unit. This may be provided at a summary level, not at the level set forth for the estimate required by section K.1 above. The estimate should also be certified by a licensed architect or engineer. Attach the completed unit estimates as Exhibit 12 of this application.

L. Project Pro-Forma:

Provide a detailed projection of the estimated revenues and expenses for the project. The projections for all rental projects and for the rental component of mixed-use projects should cover the full exemption period. Projections involving the sale of units should be for the period expected to be needed to complete all sales activity. Attach the projection as Exhibit 13 of this application.

M. Project Financing Plan:

1. Provide a detailed explanation of the expected method by which the project will be financed, indicating the amount of equity to be contributed and its source, all public loans and/or grants that are to be used and all private sources of capital. Attach this explanation as Exhibit 14 of this application.
2. Private Financing Commitments: Provide certified copies of any and all letters from public or private sources of capital indicating a commitment to make funds available for the project. Attach these letters as Exhibit 15 of this application.

N. Explanation of the Need for Tax Exemption:

Provide an explanation of why the applicant believes that a long term tax exemption is necessary to make this project economically feasible. Attach the explanation as Exhibit 16 of this application.

O. Project Schedule:

Attach a detailed schedule of the key milestone dates in the approval, construction and leasing or sale of the project as Exhibit 17 of the application.

P. Statement of Project Benefits:

Provide a detailed description of the public benefits that would result from the project. At a minimum, include a projection of the number and type of construction jobs to be created, the number and type of permanent jobs to be created and the amount of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, water and sewer fees and any other municipal payments. Attach the description as Exhibit 18 of the application.

IV. Exemption Information:

A. Annual Service Charge to be based on: (check one)

X Annual Gross Revenue (Non-condominium) ___ Project Cost

___ Imputed debt service (Condominium)

B. Term Requested:

30 Years

C. Proposed Rates and Phases:

Rates

Starting Year	Ending Year	Rate
1	10	10.5%
11	20	11.5%
21	30	12.5%

Staging

Years	Percent of Taxes Otherwise Due
1-15	0%
15-20	20%
21-26	40%
27-29	60%
30	80%

D. Form of Financial Agreement:

Attach the proposed form of the financial agreement as Exhibit 19 of the application. The correct form for your project type should be attached to this application. Please note that the final financial agreement provides that a sealed certification by the project architect as to the final project cost

must be submitted so that it can be added to the agreement within 60 days after the issuance of the Certificate of Occupancy for the project.

Representations and Certifications:

In submitting the application, the Redeveloper certifies that all of the information is true and accurate to the best of his or her knowledge and further certifies to the following:

A. The project conforms to the Redevelopment Plan that is in effect for the area that includes the project site and with any Redevelopment Agreement as may be in place between the Municipality and the Redeveloper.

B. The Project either 1) conforms to the Master Plan of the Municipality; or 2) to the extent that the Redevelopment Plan is inconsistent with the Master Plan, the Project conforms to the Redevelopment Plan and the Municipal Council, in adopting the Redevelopment Plan, set forth its reasons for adopting a Redevelopment Plan with such inconsistencies.

C. The project will conform to and the applicant(s) agrees to comply with all Federal and State laws and to all applicable municipal ordinances.

D. Construction of the project has not commenced as of the time of the submission of this application. The applicant understands that the Municipal Council is under no obligation to approve this tax exemption application. Any work done on the assumption of receipt of a tax exemption following the submission of the application and before final approval is undertaken at the risk of the Redeveloper. **Note that under no circumstances will an exemption be granted for a project that has already reached substantial completion.**

F. No officer or employee of the Municipality has any interest, directly or indirectly, in the project that is the subject of this application.

Signatures

By my signature below, I hereby submit this application on behalf of the Redeveloper. I certify that all of the information is true and accurate to the best of my knowledge and belief. I am aware that if any of the information provided is willfully false, that I am, subject to prosecution.

For the Redeveloper:

Jonathan Schwartz

11/19/2019

Name: Jonathan Schwartz

Date

Title: Authorized Signatory

**Please notarize here or
provide attestation and
seal of corporate secretary**

EXHIBITS

The following is a check-list of required exhibits that must be attached to the application:

<u>Exhibit #</u>	<u>Description</u>	<u>Included?</u>
1	Disclosure of Ownership	X
2	Certificate of Incorporation	X
3	Certificate of DCA Approval of Urban Renewal Entity	X
4	Resolution Authorizing Submission of Application	X
5	Metes and Bounds Description	X
6	Survey	X
7	Copy of Deed or Lease Agreement	*
8	Narrative Description of Project	X
9	Site Plan as Approved by Planning Board	*
10	Site Plan Approval Resolution	*
11	Total Project Cost Estimate	X
12	Cost Estimates for Each Unit Type	X
13	Project Pro-Forma	X
14	Project Financing Plan	X
15	Private Financing Commitments	X
16	Explanation of the Need for Tax Exemption	X
17	Project Schedule	X
18	Summary of Project Benefits	X
19	Form of Financial Agreement	X

*See Exhibit for explanation

EXHIBIT 1

DISCLOSURE OF OWNERSHIP

Instructions:

New Jersey law (NJSA 52:25-24.2) requires that all corporations and partnerships seeking a public contract submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Redeveloper has as one or more of its owners a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner with more than a 10% interest is disclosed.

This information must be provided on the forms following these instructions entitled “Disclosure of Ownership.” Separate forms should be used for each corporation or partnership included in the chain of ownership. Each form must be signed by an officer of the corporation and be attested to by the secretary (if a corporation) or by all partners (if a partnership). Partnership forms must be notarized as well.

Failure to properly complete this disclosure statement or to submit it as part of the application will be grounds for the application to be rejected.

EXHIBIT 1

DISCLOSURE OF OWNERSHIP

I. Members (all ownership interests greater than 10%)

<u>Name</u>	<u>Home Address</u>	<u>Title</u>	<u>%Owned</u>
Larry Pantirer	60 East Hartshorne Short Hills NJ	Member	25%
Howard Schwartz	21 Vanderbilt Drive Livingston NJ	Member	25%
Alan Pines	16 Mountain Ridge Drive Livingston NJ	Member	25%
Jonathan Schwartz	87 Laurel Ave Livingston NJ	Member	25%

Green Essex Partners Urban Renewal, LLC

By: Jonathan Schwartz
Name: Jonathan Schwartz
Title: Authorized Signatory

EXHIBIT 2

CERTIFICATE OF INCORPORATION

CGN
FILED**OCT 3 2019****STATE TREASURER**
0600459786

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
GREEN ESSEX PARTNERS LLC**

This Certificate of Amendment of Certificate of Formation is made by an authorized person in accordance with the New Jersey Revised Uniform Limited Liability Company Act (N.J.S.A. 42:2C-1 et seq.).

1. The name of the limited liability company is **GREEN ESSEX PARTNERS LLC**. The entity identification number is 0600459786.

2. The Certificate of Formation of the Company was filed on May 6, 2019, and is hereby amended and restated as follows:

"1. The name of the limited liability company is:

GREEN ESSEX PARTNERS URBAN RENEWAL LLC

(referred to below as the "Company")

2. The address of the Company's initial registered office in New Jersey is c/o BNE Real Estate Group, 16 Microlab Road, Suite A, Livingston, New Jersey 07039. The Company's initial registered agent at that address is Larry Pantirer.

3. The term of the Company shall be perpetual.

4. The purpose for which the Company is organized shall be to operate under P.L.1991, c.431 (C.40A:20-1 et seq.), and to initiate and conduct projects for the redevelopment of a redevelopment area in the Township of West Orange (the "Municipality") pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the Municipality, to acquire, plan, develop, construct, alter, maintain, or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L.1991, c.431 (C.40A:20-1 et seq.).

5. So long as the Company is obligated under the Financial Agreement with the Municipality made pursuant to P.L.1991, c.431 (C.40A:20-1 et seq.), it shall engage in no business other than the ownership, operation and management of the project.

6. The Company declares that (a) it has been organized to serve a public purpose; (b) its operations shall be directed toward: (i) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; (ii) the acquisition, management and operation of a project, redevelopment relocation housing project, or low and moderate income housing project under P.L.1991, c.431 (C.40A:20-1 et seq.); and (c) it shall be subject to regulation by the Municipality, and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to P.L.1991, c.431 (C.40A:20-1 et seq.).

7. The Company shall not voluntarily transfer more than ten (10%) percent of its ownership in the project or any portion thereof undertaken by it under P.L.1991, c.431 (C.40A:20-1 et seq.), until: (i) the Company has first removed both itself and the project from all restrictions of P.L.1991, c.431 (C.40A:20-1 et seq.) in the manner required by P.L.1991, c.431 (C.40A:20-1 et seq.); and (ii) if the project includes housing units, the Company has obtained the consent of the Commissioner of Community Affairs to such transfer, with the exception of transfer to another urban renewal entity, as approved by the Municipality, which other urban renewal entity shall assume all contractual obligations of the transferor entity under the Financial Agreement with the Municipality.

8. The Company shall file annually with the municipal governing body a disclosure of the persons having an ownership interest in the project, and of the extent of the ownership interest of each.

9. Nothing herein shall prohibit any transfer of the ownership interest in the Company itself provided that the transfer, if greater than 10%, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the Municipality in advance of the annual disclosure statement referred to above.

10. The Company is subject to the provisions of section 18 of P.L.1991, c.431 (C.40A:20-18) respecting the powers of the Municipality to alleviate financial difficulties of the Company or to perform actions on behalf of the Company upon a determination of financial emergency.

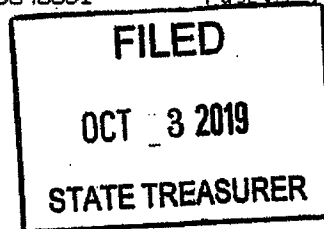
11. Any housing units constructed or acquired by the Company shall be managed subject to the supervision of, and rules adopted by, the Commissioner of Community Affairs.

12. This Certificate shall be effective upon its filing in the Commercial Recording Division of the office of the New Jersey Department of Treasury."

IN WITNESS WHEREOF, the undersigned duly authorized person has executed this Certificate of Amendment this 15th day of August, 2019.



Jonathan Schwartz
Authorized Person



LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

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Exhibit 3

Certificate of Approval of Urban Renewal Entity from the New Jersey Department of
Community Affairs (DCA)

Please attach a copy of DCA's certificate of approval of the applicant as an Urban Renewal entity to this sheet. (Low- and moderate-income housing projects to be constructed outside an approved redevelopment area are exempt from this requirement.)



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
LOCAL PLANNING SERVICES
101 SOUTH BROAD STREET
PO Box 813
TRENTON, NJ 08625-0813
(609) 292-3000 • FAX (609) 633-6056

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
RE: GREEN ESSEX PARTNERS URBAN RENEWAL LLC
(formerly GREEN ESSEX PARTNERS LLC)
File # 2610
An Urban Renewal Entity

This is to certify that the attached AMENDED CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this *20th* day of *September* 2019 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

[Signature]
Sean Thompson, Director
Local Planning Services

Exhibit 4

RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION

UNANIMOUS WRITTEN CONSENT OF MEMBERS OF
ESSEX GREEN PARTNERS URBAN RENEWAL, LLC

The undersigned, being all of the members ("Members") of ESSEX GREEN PARTNERS URBAN RENEWAL, LLC ("Company"), a New Jersey limited liability company, do hereby (i) take the following actions pursuant to the New Jersey Limited Liability Company Act and the Operating Agreement of the Company, (ii) waive notice of a meeting, and (iii) consent that the following resolutions and actions be adopted as the resolutions and actions of the Company to have the same effect as if duly adopted at a formal meeting.

WHEREAS, the Company is undertaking construction of a redevelopment project on Block 155 Lots 40.2 and 42.02; and

WHEREAS, the Company has determined that the financial viability of the project is contingent upon receipt of a tax abatement from the Township of West Orange, and wishes to apply for such abatement ("PILOT Application"); and

WHEREAS, the Members desire to authorize (a) the submission to the Township West Orange the PILOT Application, (b) the subsequent execution of any resultant financial agreements, and (c) all attendant actions necessary to effectuate the purpose and intent of this Consent.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, that the foregoing recitals are incorporated herein as if fully set forth in this resolution; and it is further

RESOLVED, that the Company is authorized to submit a PILOT Application to the Township of West Orange for the provision of a long term tax exemption; and it is further

RESOLVED, that if this Company's PILOT Application is accepted by the Township of West Orange, Jonathan Schwartz, as an "Authorized Representative", is authorized to execute and deliver on the Company's behalf, a contract with the Township of West Orange, substantially in the form attached to the PILOT Application, with such changes thereto as may be negotiated by the parties; and it is further

RESOLVED, that any action heretofore taken by an officer or member of the Company or an authorized person thereof in connection with the transactions contemplated by the PILOT

Application is hereby ratified and approved.

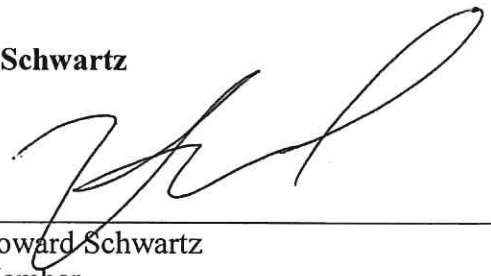
IN WITNESS WHEREOF, the undersigned, being all of the Members of the Company, have subscribed their name to this written consent as of the 21 day of August, 2018.

**GREEN ESSEX PARTNERS URBAN
RENEWAL, LLC**, a New Jersey limited liability
company

Larry Pantirer

By: 
Name: Larry Pantirer
Title: Member

Howard Schwartz

By: 
Name: Howard Schwartz
Title: Member

Alan Pines

By: 
Name: Alan Pines
Title: Member

Exhibit 5

METES AND BOUNDS DESCRIPTION

Attached

Metes and Bounds

Tract II:

BEGINNING at a point on the northerly side line of Rooney Circle, said point being 753.47 feet along its various courses from its intersection with the westerly side line of Prospect Avenue. Said point also being a point of curve in the northerly side line of Rooney Circle; thence

1. North 42 degrees 30 minutes West a distance of 199.58 feet to a point. thence
2. North 12 degrees 33 minutes 03 seconds East a distance of 238.91 feet to a point on the southerly side line of Lot 41.02; thence
3. North 54 degrees 30 minutes 50 seconds West a distance of 149.02 feet to a point; thence
4. Along the westerly line of 41.02, North 35 degrees 29 minutes 10 seconds East a distance of 77.00 feet to a point on the side line of Interstate Highway Route 280; thence
5. Along said side line South 87 degrees 15 minutes 18 seconds West a distance of 235.19 feet to a point; thence
6. **SUN** along the same North 88 degrees 47 minutes .20 seconds West a distance of 265.49 feet to a point; thence
7. Still along the same North 84 degrees 29 minutes 49 seconds West a distance of 153.44 feet to a point; thence
8. South 48 degrees 00 minutes 11 seconds West a distance of 263.39 feet to a point; thence
9. South 09 degrees 30 minutes 50 seconds East a distance of 273.28 feet to a point; thence
10. South 54 degrees 30 minutes 50 seconds East a distance of **469.30 feet** to a point on the westerly line of the lands n/f Principal Life Insurance Co.; thence
11. Along said line, North 35 degrees 29 minutes 10 seconds East a distance of 433.70 feet to a point; thence
12. Along the northerly side line of said lands n/f Principal Life Insurance Co. South 54 degrees 30 minutes 50 seconds East a distance of **252.57 feet** to a point on the northerly side line of Rooney Circle; thence
13. Easterly on a non-tangent curve to the right with a radius of 110.00 feet, a length along the arc of 134.86 feet, a bearing along the chord of South 77 degrees 42 minutes 13 seconds East and a distance along the chord of 126.86 feet to the point and place of BEGINNING.

Together with and subject to Exchange of Utility and Slope Right Easement as set forth in Deed Book 4503 page 674.

Together with existing beneficial right appurtenant out to the land as set forth in Deed Book 4499 page 164.

The above description is being drawn in accordance with a survey prepared by Partner Engineering and Science, Inc. Project No. 17-178987.2 dated February 24, 2017 and last Revised on May 4, 2017.

NOTE: Being Lot(s) 40.02, Block 155, Tax Map of the Township of West Orange, County of Essex

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Orange, County of Essex, State of New Jersey.

Tract III:

BEGINNING at a point on the easterly property line of lands n/f of Paragon Enterprises which is the dividing line between said lands and the lands n/f of Centre Properties Co., said point also being the southeasterly corner of the whole tract and is formed by the intersection of said property line and the northeasterly line of lands n/f of Public Service Electric and Gas Company and running thence;

1. Along the northerly line of lands n/f of Public Service Electric and Gas Company North 54 degrees 30 minutes 50 seconds West, 675.00 feet; thence;
2. By a new line, North 12 degrees 47 minutes 33 seconds East, 196.87 feet; thence
3. By a new line, North 35 degrees 29 minutes 10 seconds East, 123.00 feet; thence
4. By a new line, North 51 degrees 57 minutes 20 seconds East, 362.26 feet to a corner of lands known as Block 155 Lot 408; thence
5. Along the line of said lot, South 09 degrees 30 minutes 50 seconds East, 273.28 feet; thence
6. Still along the same, South 54 degrees 30 minutes 50 seconds, East a distance of 455.00 feet to the easterly sideline of the tract, which sideline is also the dividing line between said tract and lands n/f of Centre Properties Co.; thence
7. Along said track line South 35 degrees 29 minutes 10 seconds West, 458.77 feet to the point and place of BEGINNING.

Together with and subject to Exchange of Utility and Slope Right Easement as set forth in Deed Book 4503 page 674.

Together with existing beneficial right appurtenant out to the land as set forth in Deed Book 4499 page 164.

The above description is in accordance with a survey made by Partner Engineering & Science, Inc, dated February 24, 2017 and last revised on May 4, 2017.

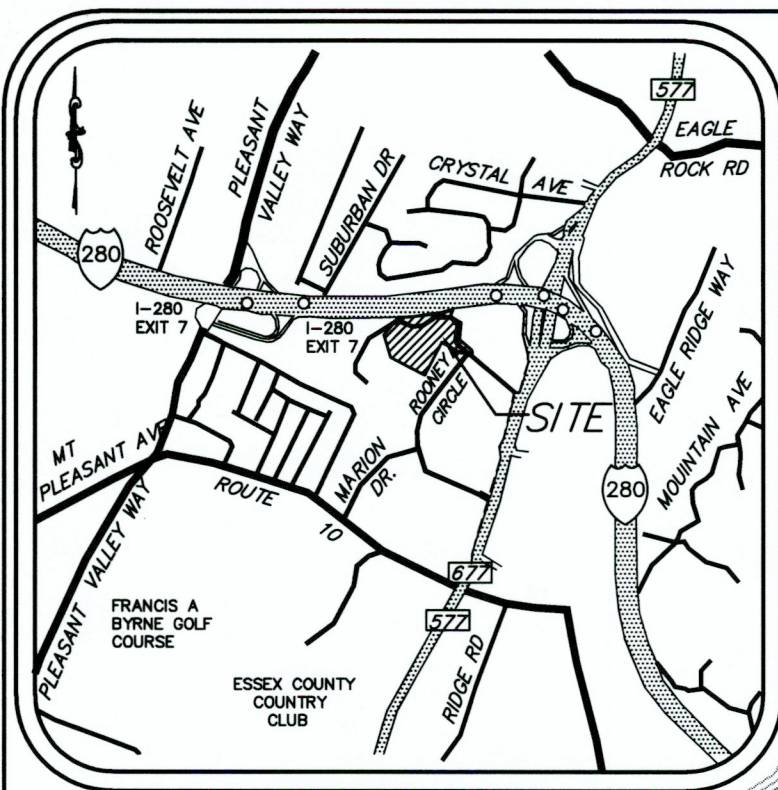
NOTE: Being Lot(s) 42.02, Block 155, Tax Map of the Township of West Orange, County of Essex

Exhibit 6

SURVEY

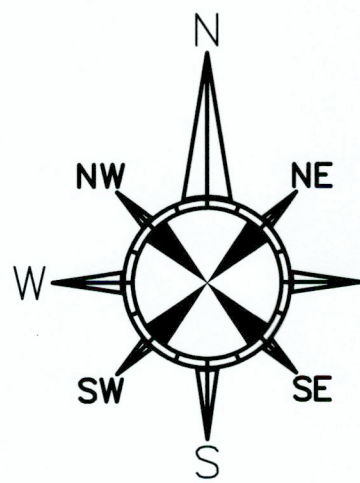
Attach survey of the project. If a survey has not yet been completed, a plotting on the official tax map may be provided at this time. A certified survey will be required prior to execution of any financial agreement.

Attached



VICINITY MAP

LOT 42.01 BLOCK 155
NOW OR FORMERLY
WEST ORANGE OFFICE EXECUTIVE PARK



STATEMENT OF ENCROACHMENTS

- E1 UTILITY POLE LINE FROM ADJOINING PREMISES NO EASEMENT REPORTED
- E2 SHARED ACCESS DRIVE LOCATED OUTSIDE OF DESCRIBED EASEMENT.
- E3 LIGHT POLE 2.20" IN SIDE YARD SETBACK

UTILITY NOTE

- 1 LOCATIONS OF UTILITIES ARE SHOWN HEREON BY OBSERVED EVIDENCE TOGETHER WITH EVIDENCE FROM PLANS OBTAINED FROM UTILITY COMPANIES OR PROVIDED BY CLIENT, AND MARKINGS FROM UTILITY COMPANIES AND OTHER APPROPRIATE SOURCES. THE SOURCES OF THIS INFORMATION IS FROM PAINTED MARKOUT OF UTILITIES FOUND IN FIELD.

FLOOD ZONE

A FIELD SURVEY WAS NOT CONDUCTED TO DETERMINE THE FLOOD ZONE AREAS. ANY FLOOD ZONE LINES DISTINGUISHING BETWEEN FLOOD AREAS ARE GRAPHICALLY PLOTTED FROM FEMA FLOOD INSURANCE RATE MAPS (FIRM). A FLOOD ELEVATION CERTIFICATE MAY BE NEEDED TO DETERMINE OR VERIFY THE LOCATION OF THE FLOOD AREAS. THE SUBJECT PROPERTY'S COMMUNITY DOES PARTICIPATE IN THE PROGRAM. IT IS DETERMINED THAT THE SUBJECT PROPERTY RESIDES IN THE FOLLOWING FLOOD ZONE(S) X AS DETERMINED BY OR SHOWN BY FIRM COMMUNITY PANEL NO. 34013C0082F DATED JUNE 4, 2007 AND IS NOT IN A FLOOD ZONE AREA. THE FLOOD INSURANCE RATE PROGRAM WAS CONTACTED ON DECEMBER 18, 2017 BY ONLINE (<https://mnc.fema.gov>)

TITLE LEGAL DESCRIPTION

ALL that certain lot, place or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Orange, in the County of Essex, State of New Jersey:

- PARCEL A:
- BEGINNING at a point on the northerly side line of Rooney Circle, said point being 753.47 feet along its various courses from its intersection with the westerly side line of Prospect Avenue. Said point also being a point of curve in the northerly side line of Rooney Circle, and running: thence
1. North 42 degrees 30 minutes West, a distance of 199.58 feet to a point; thence
 2. North 12 degrees 33 minutes 03 seconds, a distance of 238.91 feet to a point on the southerly side line of Lot 41.02; thence
 3. North 54 degrees 30 minutes 50 seconds West, a distance of 149.02 feet to a point; thence
 4. Along the westerly line of 41.02, North 35 degrees 29 minutes 10 seconds East, a distance of 77.00 feet to a point on the sideline of Interstate Highway Route 280; thence
 5. Along said sideline, South 87 degrees 15 minutes 18 seconds West, a distance of 235.19 feet to a point; thence
 6. Still along the same, North 88 degrees 47 minutes 20 seconds West, a distance of 265.49 feet to a point; thence
 7. Still along the same, North 84 degrees 29 minutes 49 seconds West, a distance of 153.44 feet to a point; thence
 8. South 48 degrees 00 minutes 11 seconds West, a distance of 263.39 feet to a point; thence
 9. South 09 degrees 30 minutes 50 seconds East, a distance of 273.28 feet to a point; thence
 10. South 54 degrees 30 minutes 50 seconds East, a distance of 469.30 feet to a point on the westerly line of the lands n/f Principal Life Insurance Co.; thence
 11. Along said line, North 35 degrees 29 minutes 10 seconds East, a distance of 433.70 feet to a point; thence
 12. Along the northerly side line of said lands n/f Principal Life Insurance Co. South 54 degrees 30 minutes 50 seconds East, a distance of 252.57 feet to a point on the northerly side line of Rooney Circle; thence
 13. Easterly on a non-tangent curve to the right with a radius of 110.00 feet, a length along the arc of 136.86 feet, a bearing along the chord of South 77 degrees 42 minutes 13 seconds East and a distance along the chord of 126.86 feet to the point and place of BEGINNING.

BEING ALSO DESCRIBED as follows

- BEGINNING at a point on the northerly side line of Rooney Circle, said point being 753.47 feet along its various courses from its intersection with the westerly side line of Prospect Avenue. Said point also being a point of curve in the northerly side line of Rooney Circle, and running: thence
1. North 42 degrees 30 minutes West, a distance of 199.58 feet to a point; thence
 2. North 12 degrees 33 minutes 03 seconds, a distance of 238.91 feet to a point on the southerly side line of Lot 41.02; thence
 3. North 54 degrees 30 minutes 50 seconds West, a distance of 149.02 feet to a point; thence
 4. Along the westerly line of 41.02, North 35 degrees 29 minutes 10 seconds East, a distance of 77.00 feet to a point on the sideline of Interstate Highway Route 280; thence
 5. Along said sideline, South 87 degrees 15 minutes 18 seconds West, a distance of 235.19 feet to a point; thence
 6. Still along the same, North 88 degrees 47 minutes 20 seconds West, a distance of 265.49 feet to a point; thence
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 9. South 09 degrees 30 minutes 50 seconds East, a distance of 273.28 feet to a point; thence
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 11. Along said line, North 35 degrees 29 minutes 10 seconds East, a distance of 433.70 feet to a point; thence
 12. Along the northerly side line of said lands n/f Principal Life Insurance Co. South 54 degrees 30 minutes 50 seconds East, a distance of 252.57 feet to a point on the northerly side line of Rooney Circle; thence
 13. Easterly on a non-tangent curve to the right with a radius of 110.00 feet, a length along the arc of 136.86 feet, a bearing along the chord of South 77 degrees 42 minutes 13 seconds East and a distance along the chord of 126.86 feet to the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY: Being known as 100 Executive Drive, Tax Lot 40.02 Block 155 (Parcel A) on the Official Tax map of Township of West Orange, NJ.

THE ABOVE DESCRIBED PARCEL "A" IS THE SAME LAND DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY POLICY, REFERENCE NO. 837604(C-NJ-CP-AM) DATED JANUARY 30, 2018.

ALTA/NSPS LAND TITLE SURVEY FOR EXECUTIVE PARK

PARTNER PROJECT NUMBER 17-204087.1 SITE NUMBER 1

ALTA SURVEY BASED AND RELIED ON BY CHICAGO TITLE INSURANCE COMPANY, POLICY NUMBER 837604(C-NJ-CP-AM) CONTAINING AN EFFECTIVE DATE OF JANUARY 30, 2018.

CERTIFICATION

TO: BNE ACQUISITIONS, LLC; CHICAGO TITLE INSURANCE COMPANY;
AIM TITLE GROUP, LLC; WEST ORANGE OFFICE EXECUTIVE PARK
LLC; ORLOFF, LOWENBACH, STIFELMAN & SIEGEL, P.A.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 6b, 7a, 7b, 7c, 8, 9, 11, 13, 14, 16, 17 and 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY, 24 2017. SURVEY UPDATED PER TITLE ON 12/18/2017.

DATE OF PLAT OR MAP: DECEMBER 18, 2017.

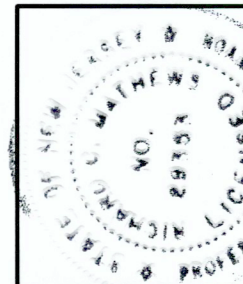
Richard C. Mathews, PLS
New Jersey License No. 29353

PROPERTY ADDRESS:
100 EXECUTIVE DRIVE, WEST ORANGE, NEW JERSEY 07052

SURVEYOR: RICHARD C. MATHEWS
REGISTRATION NUMBER: 29353
STATE OF REGISTRATION: NJ
FIELD DATE OF SURVEY: 02/24/2017
LATEST REVISION DATE: 03/02/2018

SIGNATURE

STAMP



CONTRACT 2018
PARTNER ENGINEERING & SCIENCE, INC.
ALL RIGHTS RESERVED. USE
STRICTLY PROHIBITED
WITHOUT WRITTEN PERMISSION

PARTNER
Engineering and Science, Inc.

CAXTON BUILDING
812 HURON RD. SUITE 690
CLEVELAND, OHIO 44115
T 440-987-1001

jdavenport@partneresi.com

<http://www.partneresi.com/>
PAGE 1 OF 1

MISCELLANEOUS NOTES

N1 THE BASIS OF BEARINGS OF THIS SURVEY IS BASED ON DEED BOOK 12386 PAGE 4218 AND IS REFLECTED IN THE TITLE LEGAL DESCRIPTION. THE BEARING IS DENOTED AS BEARING DIRECTION

N2 THE TABLE BELOW DESCRIBES THE TYPE AND NUMBER OF PARKING STALLS ENTIRELY WITHIN PROPERTY BOUNDARY. STALLS THAT ARE PARTIALLY WITHIN BOUNDARY ARE LISTED UNDER THE HEADING "PARTIAL". PARTIAL STALLS ARE NOT COUNTED IN THE TOTAL.

PARKING				
REGULAR	HANDICAP	TRAILER	PARTIAL	TOTAL
391	5	0	0	396

N3 DURING OUR FIELD SITE VISIT, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILD ADDITIONS WITHIN RECENT MONTHS.

N4 THERE WAS NOT ANY CHANGES IN STREET RIGHT-OF-WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM CONTROLLING JURISDICTION OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION REPAIRS.

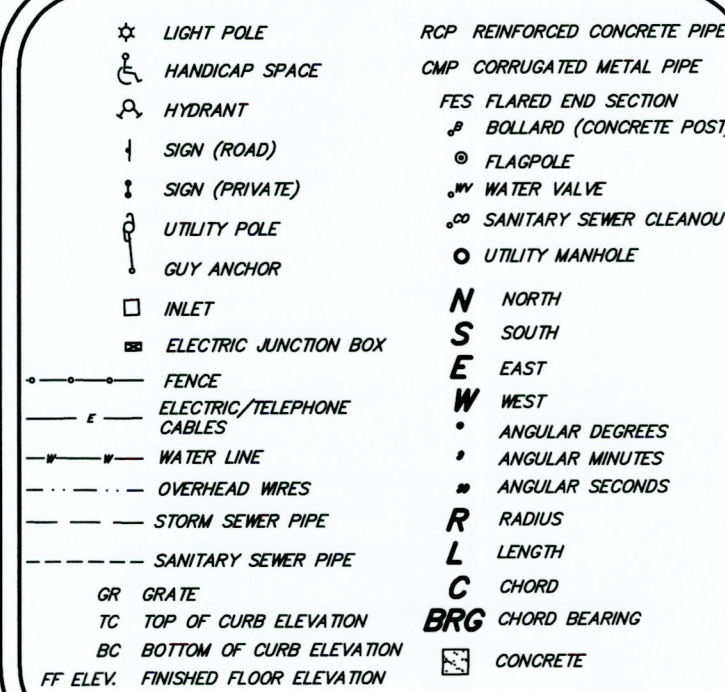
N5 THERE WAS NO OBSERVABLE EVIDENCE OF CEMETERIES OR BURIAL GROUND FOUND ON SITE.

N6 THE PROPERTY HAS ACCESS TO ROONEY CIRCLE A DEDICATED PUBLIC RIGHT OF WAY OVER EXECUTIVE DRIVE A PRIVATE RIGHT OF WAY.

N7 THE DISTANCE TO THE NEAREST INTERSECTING STREET BEING PROSPECT AVENUE A DEDICATED PUBLIC RIGHT OF WAY IS 753.47 FEET.

N8 NO OBSERVABLE EVIDENCE OF WETLANDS FOUND ON SITE.

N9 ALL UTILITY SERVICES REQUIRED FOR THE OPERATION OF THE PROPERTY EITHER ENTER FROM A PUBLIC STREET (ROONEY CIRCLE) AND/OR PRIVATE UTILITY EASEMENTS SERVICING THE LOT.



LEGEND

MISCELLANEOUS NOTES

N10 SURVEY PREPARED BY:
STIRES ASSOCIATES, P.A.
43 WEST HIGH STREET
SOMERVILLE, NJ 08876
TELEPHONE: 908-725-0230
EMAIL: csstires@stiresassociates.com
JOB 17280_100

SURVEY RELATED ITEMS CORRESPONDING TO SCHEDULE B TITLE COMMITMENT

- 12 CROSS EASEMENTS AS CONTAINED IN DECLARATION OF EASEMENTS AND COVENANTS AS RECORDED IN DEED BOOK 3836 PAGE 459 IS BLANKET IN NATURE AND AFFECTS A PORTION OF THE PREMISES AS SHOWN HEREON.
- 12 RIGHT OF FIRST REFUSAL AS RECORDED IN DEED BOOK 3836 PAGE 459 DOES NOT AFFECT THE SUBJECT PREMISES.
- 12 CROSS EASEMENTS AS CONTAINED IN DECLARATION OF EASEMENTS AND COVENANTS AS RECORDED IN DEED BOOK 4489 PAGE 164 AFFECTS AND BENEFITS THE SUBJECT PREMISES. SLOPE EASEMENT AS SHOWN HEREON.
- 13 RIGHTS OF THE STATE OF NEW JERSEY AS RECORDED IN DEED BOOK 4210 PAGE 241 AND DEED BOOK 4210 PAGE 258 TO LIMIT ACCESS TO HIGHWAY ROUTE 280 AFFECT THE SUBJECT PREMISES AS SHOWN HEREON.
- 14 UTILITY EASEMENT IN FAVOR OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND NEW JERSEY BELL TELEPHONE COMPANY AS RECORDED IN DEED BOOK 4351 PAGE 28 AFFECTS THE SUBJECT PREMISES AS SHOWN HEREON.
- 14 UTILITY EASEMENT IN FAVOR OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND NEW JERSEY BELL TELEPHONE COMPANY AS RECORDED IN DEED BOOK 4588 PAGE 65 DOES NOT AFFECT THE SUBJECT PREMISES.
- 15 UTILITY EASEMENT IN FAVOR OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY AS RECORDED IN DEED BOOK 4851 PAGE 111 DOES NOT AFFECT THE SUBJECT PREMISES.
- 16 RESTRICTIONS AS RECORDED IN DEED BOOK 3401 PAGE 425 AND DEED BOOK 3401 PAGE 422 DOES NOT AFFECT THE SUBJECT PREMISES. ARE BLANKET IN NATURE AND NOT SHOWN HEREON.
- 17 EXCHANGE OF UTILITY AND SLOPE RIGHT EASEMENT AS RECORDED IN DEED BOOK 4503 PAGE 674 AFFECTS THE SUBJECT PREMISES AS SHOWN HEREON.
- 18 DECLARATION OF EASEMENTS AND COVENANTS AS RECORDED IN DEED BOOK 4578 PAGE 187 AFFECTS THE SUBJECT PREMISES AS SHOWN HEREON.
- 18 DECLARATION OF EASEMENTS AND COVENANTS AS AMENDED BY DEED BOOK 4620 PAGE 1011 DOES NOT AFFECT THE SUBJECT PREMISES.

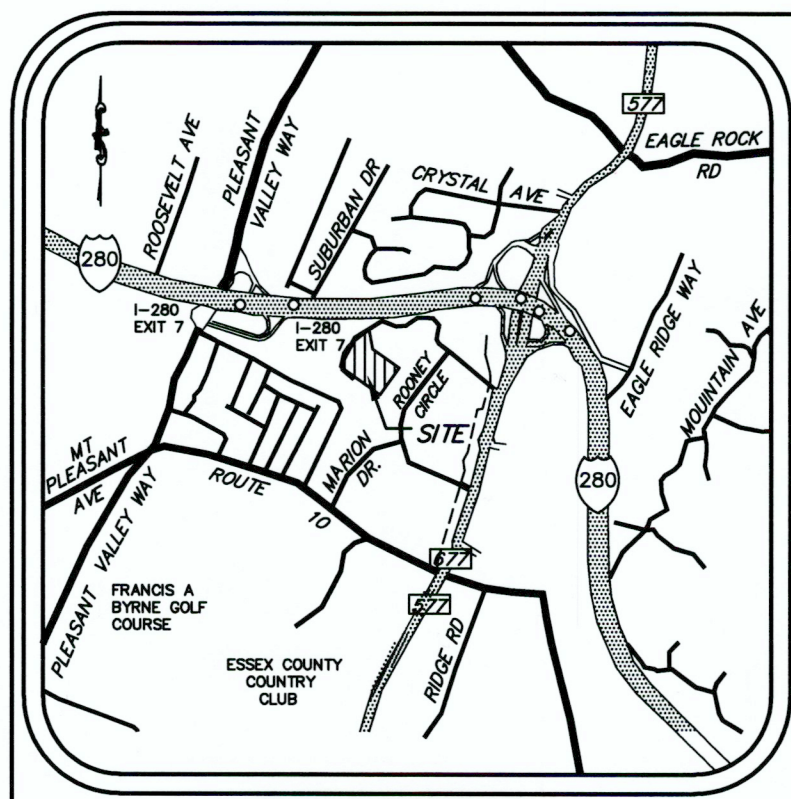
ZONING INFORMATION

LISTED BELOW ARE SETBACK, HEIGHT, AND FLOOR SPACE AREA RESTRICTIONS AS DISCLOSED BY APPLICABLE ZONING OR BUILDING CODES (BEYOND THOSE REQUIRED UNDER PARAGRAPH 5d OF THE ALTA STANDARDS) UNLESS "NONE" IS STATED BELOW. THE SOURCE OF THIS INFORMATION IS PARTNER ENGINEERING AND SCIENCE INC ZONING REPORT. PROJECT NUMBER 17-178987.6, DATE OF REPORT MARCH 29, 2017

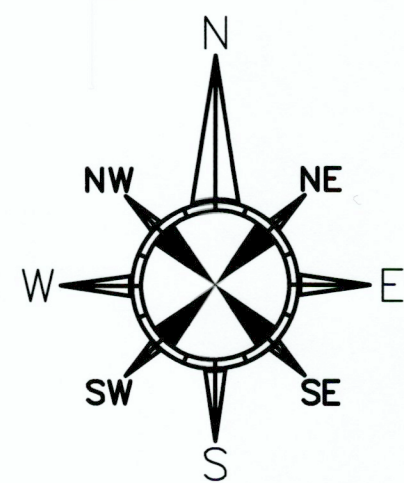
OB-1 ZONE - Office Building District

MINIMUM FRONT YARD	30 FEET
MINIMUM REAR YARD	30 FEET
MINIMUM SIDE YARD	10 + 8 FEET
MINIMUM LOT WIDTH	60 FEET
MINIMUM LOT AREA	10,000 SQ. FT.
MAXIMUM BUILDING COVERAGE	40%
MAXIMUM IMPV. LOT COVERAGE	50%
MAXIMUM HEIGHT	35 FEET
MAXIMUM STORIES	2.5

PARKING	
PARKING REQUIREMENT	1 Space per 250 SQUARE FEET
TOTAL REQUIRED PARKING	373 SPACES



VICINITY MAP



STATEMENT OF ENCROACHMENTS

- E1 SUBJECT'S GARAGE ENROACHES OVER WATERLINE EASEMENT
E2 PARKING AREA FALLS WITHIN FRONT YARD SETBACK

SURVEY RELATED ITEMS CORRESPONDING TO SCHEDULE B TITLE COMMITMENT

- 12 CROSS EASEMENTS AS CONTAINED IN DECLARATION OF EASEMENTS AND COVENANTS AS RECORDED IN DEED BOOK 3836 PAGE 459 ARE BLANKET IN NATURE AND DO NOT AFFECT THE SUBJECT PREMISES.
12 RIGHT OF FIRST REFUSAL AS RECORDED IN DEED BOOK 3836 PAGE 459 DOES NOT AFFECT THE SUBJECT PREMISES.
12 CROSS EASEMENTS AS CONTAINED IN DECLARATION OF EASEMENTS AND COVENANTS AS RECORDED IN DEED BOOK 4499 PAGE 164 AFFECTS AND BENEFITS THE SUBJECT PREMISES, SLOPE EASEMENT AS SHOWN HEREON.
13 RIGHTS OF THE STATE OF NEW JERSEY AS RECORDED IN DEED BOOK 4210 PAGE 241 AND DEED BOOK 4210 PAGE 258 TO LIMIT ACCESS FROM LOT 40.02 IN BLOCK 155 TO HIGHWAY ROUTE 280 DOES NOT AFFECT THE SUBJECT PREMISES.
14 UTILITY EASEMENT IN FAVOR OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND NEW JERSEY BELL TELEPHONE COMPANY AS RECORDED IN DEED BOOK 4391 PAGE 26 DOES NOT AFFECT THE SUBJECT PREMISES.
14 UTILITY EASEMENT IN FAVOR OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND NEW JERSEY BELL TELEPHONE COMPANY AS RECORDED IN DEED BOOK 4503 PAGE 37 AFFECTS THE SUBJECT PREMISES AS SHOWN HEREON.
14 UTILITY EASEMENT IN FAVOR OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND NEW JERSEY BELL TELEPHONE COMPANY AS RECORDED IN DEED BOOK 4588 PAGE 65 AFFECTS THE SUBJECT PREMISES AS SHOWN HEREON.
15 UTILITY EASEMENT IN FAVOR OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY AS RECORDED IN DEED BOOK 4951 PAGE 111 AFFECTS THE SUBJECT PREMISES AS SHOWN HEREON.
16 RESTRICTIONS AS RECORDED IN DEED BOOK 3401 PAGE 425 AND DEED BOOK 3401 PAGE 422 AFFECT THE SUBJECT PREMISES, ARE BLANKET IN NATURE AND NOT SHOWN HEREON.
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18 DECLARATION OF EASEMENTS AND COVENANTS AS AMENDED BY DEED BOOK 4620 PAGE 1011 AFFECT THE SUBJECT PREMISES AS SHOWN HEREON.

UTILITY NOTE

- 1 LOCATIONS OF UTILITIES ARE SHOWN HEREON BY OBSERVED EVIDENCE TOGETHER WITH EVIDENCE FROM PLANS OBTAINED FROM UTILITY COMPANIES OR PROVIDED BY CLIENT, AND MARKINGS FROM UTILITY COMPANIES AND OTHER APPROPRIATE SOURCES. THE SOURCES OF THIS INFORMATION IS FROM PAINTED MARKOUT OF UTILITIES FOUND IN FIELD.

TITLE LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Orange, County of Essex, State of New Jersey.

PARCEL B:

BEGINNING at a point on the easterly property line of lands n/f of Paragon Enterprises which is the dividing line between said lands n/f of Centre Properties Co., said point also being the southeasterly corner of the whole tract and is formed by the intersection of said property line and the northeasterly line of lands n/f of Public Service Electric and Gas Company, and running thence;

1. Along the northerly line of lands n/f of Public Service Electric and Gas Company, North 54 degrees 30 minutes 50 seconds West, a distance of 675.00 feet; thence;
2. By a new line, North 12 degrees 47 minutes 33 seconds, a distance of 196.87 feet to a point; thence
3. By a new line, North 35 degrees 29 minutes 10 seconds East, a distance of 123.00 feet to a point; thence
4. By a new line, North 51 degrees 57 minutes 20 seconds East, a distance of 362.26 feet to a corner of lands known as Block 155 Lot 40B; thence
5. Along said line, South 09 degrees 30 minutes 50 seconds East, a distance of 273.28 feet to a point; thence
6. Still along the same, South 54 degrees 30 minutes 50 seconds East, a distance of 455.00 feet to the easterly sideline of the tract which side line is also the dividing line between said tract and lands n/f of Centre Properties Co.; thence
7. Along said track line South 35 degrees 29 minutes 10 seconds West, a distance of 458.77 feet to the point and place of BEGINNING.

BEING ALSO DESCRIBED as follows:

BEGINNING at a point on the easterly property line of lands n/f of Paragon Enterprises which is the dividing line between said lands n/f of Centre Properties Co., said point also being the southeasterly corner of the whole tract and is formed by the intersection of said property line and the northeasterly line of lands n/f of Public Service Electric and Gas Company, and running thence;

1. Along the northerly line of lands n/f of Public Service Electric and Gas Company, North 54 degrees 30 minutes 50 seconds West, a distance of 675.00 feet; thence;
2. By a new line, North 12 degrees 47 minutes 33 seconds, a distance of 196.87 feet to a point; thence
3. By a new line, North 35 degrees 29 minutes 10 seconds East, a distance of 123.00 feet to a point; thence
4. By a new line, North 51 degrees 57 minutes 20 seconds East, a distance of 362.26 feet to a corner of lands known as Block 155 Lot 40B; thence
5. Along said line, South 09 degrees 30 minutes 50 seconds East, a distance of 273.28 feet to a point; thence
6. Still along the same, South 54 degrees 30 minutes 50 seconds East, a distance of 455.00 feet to the easterly sideline of the tract which side line is also the dividing line between said tract and lands n/f of Centre Properties Co.; thence

7. Along said track line South 35 degrees 29 minutes 10 seconds West, a distance of 458.77 feet to the point and place of BEGINNING.
FOR INFORMATION PURPOSES ONLY: Being known as 200 Executive Drive, Tax Lot 42.02 Block 155 (Parcel B) on the Official Tax map of Township of west Orange, NJ.

THE ABOVE DESCRIBED PARCEL 'B' IS THE SAME LAND DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY POLICY, REFERENCE NO. 837604(C-NJ-CP-AM) DATED JANUARY 30, 2018.

ALTA/NSPS LAND TITLE SURVEY FOR EXECUTIVE PARK

PARTNER PROJECT NUMBER 17-204087.1 SITE NUMBER 1

ALTA SURVEY BASED AND RELIED ON BY CHICAGO TITLE INSURANCE COMPANY, POLICY NUMBER 837604(C-NJ-CP-AM) CONTAINING AN EFFECTIVE DATE OF JANUARY 30, 2018.

CERTIFICATION

TO: BNE ACQUISITIONS, LLC; CHICAGO TITLE INSURANCE COMPANY;
AIM TITLE GROUP, LLC; WEST ORANGE OFFICE EXECUTIVE PARK
LLC; ORLOFF, LOWENBACH, STIFELMAN & SIEGEL, P.A.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2018 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 6b, 7a, 7b1, 7c, 8, 9, 11, 13, 14, 16, 17 and 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY, 24 2017. SURVEY UPDATED PER TITLE ON 12/18/2017.

DATE OF PLAT OR MAP: DECEMBER 18, 2017.

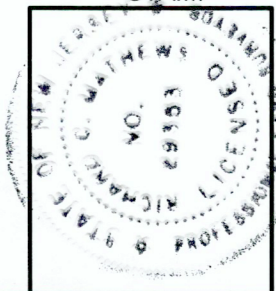
Richard C. Mathews, PLS
New Jersey License No. 29353

PROPERTY ADDRESS:
200 EXECUTIVE DRIVE, WEST ORANGE, NEW JERSEY 07052

SURVEYOR: RICHARD C. MATHEWS
REGISTRATION NUMBER: 29353
STATE OF REGISTRATION: NJ
FIELD DATE OF SURVEY 02/24/2017
LATEST REVISION DATE: 03/02/2018

Richard C. Mathews
SIGNATURE

STAMP

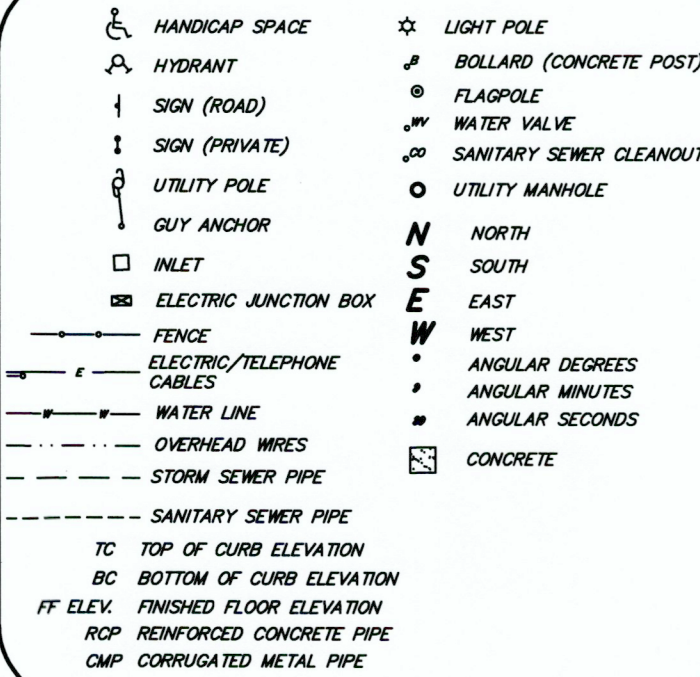


PARTNER
Engineering and Science, Inc.®

CAXTON BUILDING
812 HURON RD. SUITE 690
CLEVELAND, OHIO 44115
T 440-987-1001
jdavenport@partneresi.com
http://www.partneresi.com/
PAGE 1 OF 2

MISCELLANEOUS NOTES

- N1 THE BASIS OF BEARINGS OF THIS SURVEY IS BASED ON DEED BOOK 6202 PAGE 924 AND IS REFLECTED IN THE TITLE LEGAL DESCRIPTION. THE BEARING IS DENOTED AS BEARING DIRECTION
- N2 THE TABLE BELOW DESCRIBES THE TYPE AND NUMBER OF PARKING STALLS ENTIRELY WITHIN PROPERTY BOUNDARY. STALLS THAT ARE PARTIALLY WITHIN BOUNDARY ARE LISTED UNDER THE HEADING "PARTIAL". PARTIAL STALLS ARE NOT COUNTED IN THE TOTAL
- | PARKING | | | | |
|---------|----------|---------|---------|-------|
| REGULAR | HANDICAP | TRAILER | PARTIAL | TOTAL |
| 391 | 10 | 0 | 0 | 401 |
- N3 DURING OUR FIELD SITE VISIT, THERE WAS NOT OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILD ADDITIONS WITHIN RECENT MONTHS
- N4 THERE WAS NOT ANY CHANGES IN STREET RIGHT-OF-WAY LINES EITHER COMPLETED, AND AVAILABLE FROM CONTROLLING JURISDICTION OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION REPAIRS.
- N5 THERE WAS NO OBSERVABLE EVIDENCE OF CEMETERIES OR BURIAL GROUND FOUND ON SITE.
- N6 THE PROPERTY HAS ACCESS TO ROONEY CIRCLE A DEDICATED PUBLIC RIGHT OF WAY OVER EXECUTIVE DRIVE A PRIVATE RIGHT OF WAY.
- N7 THE PROPERTY IS LOCATED ON A PRIVATE DRIVE AND DOES NOT ABUT ANY PUBLIC RIGHT OF WAY.
- N8 NO OBSERVABLE EVIDENCE OF WETLANDS FOUND ON SITE.
- N9 ALL UTILITY SERVICES REQUIRED FOR THE OPERATION OF THE PROPERTY EITHER ENTER FROM A PUBLIC STREET (ROONEY CIRCLE) AND/OR PRIVATE UTILITY EASEMENTS SERVICING THE LOT.
- N10 SURVEY PREPARED BY:
STIRES ASSOCIATES, P.A.
43 WEST HIGH STREET
SOMERVILLE, NJ 08876
TELEPHONE: 908-725-0230
EMAIL: cstires@stiresassociates.com
JOB 17280_200



LEGEND

FLOOD ZONE

A FIELD SURVEY WAS NOT CONDUCTED TO DETERMINE THE FLOOD ZONE AREAS. ANY FLOOD ZONE LINES DISTINGUISHING BETWEEN FLOOD AREAS ARE GRAPHICALLY PLOTTED FROM FEMA FLOOD INSURANCE RATE MAPS (FIRM). A FLOOD ELEVATION CERTIFICATE MAY BE NEEDED TO DETERMINE OR VERIFY THE LOCATION OF THE FLOOD AREAS. THE SUBJECT PROPERTY'S COMMUNITY DOES PARTICIPATE IN THE PROGRAM. IT IS DETERMINED THAT THE SUBJECT PROPERTY RESIDES IN THE FOLLOWING FLOOD ZONE(S) X AS DETERMINED BY OR SHOWN BY FIRM COMMUNITY PANEL NO. 3401300002P DATED JUNE 4, 2007 AND IS NOT IN A FLOOD ZONE AREA. THE FLOOD INSURANCE RATE PROGRAM WAS CONTACTED ON DECEMBER 18, 2017 BY ONLINE (<http://fema.gov>)

Exhibit 7

COPY OF DEED, PURCHASE AND SALE AGREEMENT OR LEASE AGREEMENT

Please attach evidence that applicant has legal control over site(s) included in the proposed project.

Applicant is the Contract Purchaser of the Project Site. Included herewith is documentation thereof.

REAL ESTATE CONTRACT

This is a **REAL ESTATE CONTRACT**, dated as of October 17, 2017 (the “Effective Date”)

by & between: **WEST ORANGE OFFICE EXECUTIVE PARK LLC**
c/o Union County Realty
782 Lyons Avenue
Irvington, New Jersey 07111

(“Seller”);

and: **BNE ACQUISITIONS, LLC**
or its permitted assigns
c/o BNE Real Estate Group
16 Microlab Road, Suite A
Livingston, New Jersey 07039

(“Buyer” or “Purchaser”).

Seller and Buyer, intending to be legally bound, agree as follows:

1. **DEFINITIONS.** As used in this Agreement, each of the following terms has the indicated meaning. Additional capitalized terms are defined in other Sections of this Agreement.

“**Acceptable PILOT Agreement**”: A PILOT Agreement with respect to the Proposed Development, which provides for an annual finance charge of not more than 1.5% of gross revenue and has a term of not less than 10 years.

“**Acceptable Affordable Housing Component**”: An Affordable Housing Component for the Proposed Development no less favorable to Buyer than a 10% on-site Affordable Housing Component.

“**Adjacent Property**”: The lands and office buildings located in the Township of West Orange, Essex County, New Jersey, known as 300 Executive Drive and 10 Rooney Circle, Block 155, Lots 42.01 and 41.02, respectively, which are owned by Seller.

“**Affordable Housing Component**”: Any residential apartment unit whose occupancy is subject to income qualifications or restrictions, or any contribution, subsidy or payment to or on behalf of the Municipality or any other municipality or governmental entity under any Affordable House Law (including pursuant to any regional contribution agreement) for provision of affordable housing or related improvements, at the Property or at a site or sites other than the Property, and which in each case is intended to satisfy,

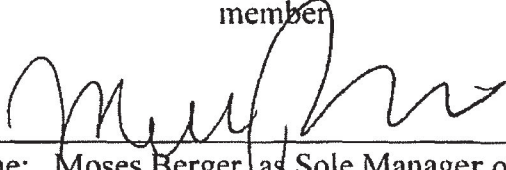
[Signatures to Real Estate Contract]

West Orange Office Executive Park LLC, a Delaware limited liability company

By: West Orange Office Executive Park Mezz LLC, a Delaware limited liability company, sole member

By: West Orange Office Executive Park LLC, a New Jersey limited liability company, managing member

By: Dolphin Management LLC, a New Jersey limited liability company, sole member

By: 
Name: Moses Berger, as Sole Manager of Dolphin Management LLC

Acknowledgement

STATE OF NEW JERSEY }

COUNTY OF Essex }

I CERTIFY that on September 27, 2017, Moses Berger in his capacity as an authorized signatory of Dolphin Management LLC, sole member of West Orange Office Executive Park LLC, managing member of West Orange Office Executive Park Mezz LLC, sole member of West Orange Office Executive Park, LLC, personally came before me and stated to my satisfaction that he (a) was authorized to make this instrument on behalf of such entity and (b) did sign, acknowledge and deliver this instrument as his own voluntary act for and on behalf of such entity.



HERSHY T. HOROVITZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/18/2019

[Signatures to Real Estate Contract]

**WEST ORANGE OFFICE EXECUTIVE
PARK LLC**

By: _____
Name: _____
Title: _____

BNE ACQUISITIONS, LLC

By:  _____
Name: Larry Parker
Title: Authorized Signatory

As Escrow Agent only, with respect to Section 15.

AIM TITLE GROUP, LLC

By: _____
Name: _____
Title: _____

Exhibit 8

NARRATIVE DESCRIPTION OF PROJECT

The project will consist of a 4-story w/basement building wrapped around a 4.5-story parking deck and (3) other 4 story building w/basement with surface parking a individual parking garages. The project will have 425 apartments consisting of 20 Studios, 175 1 beds and 230 2 beds. There will be a 15% set aside for affordable housing. The building material will be a combination of brick and hardie panels. The building will include approximately 10,000 square feet of Amenity space, a pool, landscaped courtyard and various on grade landscaped park areas and surface parking areas. The project will also include a dog park which will be open to the general public.

Exhibit 9

SITE PLAN APPROVAL BY PLANNING BOARD

To be obtained.

Exhibit 10

SITE PLAN APPROVAL RESOLUTION

To be obtained.

Exhibit 11

TOTAL PROJECT COST ESTIMATE

Please fill out the form included below or attach a form substantially similar in its level of detail.
This estimate must be certified by a licensed architect or engineer.

Attached

EXHIBIT 11

Executive Drive Redevelopment West Orange, NJ

TOTAL PROJECT COST-ESTIMATE Total Project Cost Pursuant to N.J.S.A. 40A:20-3(h)

"Total project unit cost" or "total project cost", commonly referred to as "TPC", means the aggregate of the following items as related to the total project, if the project is not undertaken in units, all of which may be limited by, and approved as part of the financial agreement under the Long-Term Tax Exemption law, N.J.S.A. 40A:20-3(h), as amended.

	Total	Per Unit
1-Cost of land (and initial property acquisition) by the URE.	\$24,250,000	\$57,058
2-Architect, engineer and attorney fees incurred in connection with the planning and construction of the project.	\$2,735,000	\$6,435
3-Surveying and testing charges incurred in connection with the planning and construction of the project.	0	
4a-Actual construction costs which the Entity shall cause, within ninety days of project completion, to be certified by an independent and qualified architect or engineer.	\$78,346,500	\$184,344
4b-Actual construction costs paid as a result of City required off-site improvements which the Entity shall cause, within ninety days of project completion, to be certified by an independent and qualified architect or engineer.	\$2,500,000	\$5,882
5-Insurance, interest and financing during construction.	\$7,060,000	\$16,611
6-Cost of obtaining initial permanent financing.	\$300,000	\$705
7-Commissions and other expenses.	\$2,500,000	\$5,882
8-Real estate taxes and assessments paid during the construction period.	\$1,750,000	\$4,170
Project Cost Without Redeveloper's Overhead	\$117,691,500	
Redeveloper's Overhead (5%, in statutory stages)	\$5,884,575	\$13,846
Total Project Cost with Redeveloper's Overhead	\$125,326,075	\$294,884

Note: The above is subject to market conditions and a final accounting of environmental remediation costs. The above includes the cost of the parking structure.



October 2nd , 2019

The Township of West Orange
66 Main Street
West Orange, NJ 07052

Re: Green Essex Partners Urban Renewal, LLC
Application for Tax Exemption
100 & 200 Executive Drive
West Orange, New Jersey

To Whom It May Concern:

As requested by Green Essex Partners Urban Renewal, LLC, I have reviewed the attached estimate of costs which includes a cost per unit estimate for the proposed development of the Project as it is described in the accompanying application for a long-term tax exemption. The budget includes all anticipated costs associated with design and construction of the project, together with all anticipated applicable contingencies.

I feel that to the best of my professional knowledge that the costs listed in the attached estimate are reasonably accurate and are in line with recent design and construction cost data.

If you require any additional information, please call.

Very truly yours,

A handwritten signature in blue ink that reads "Charles Thomas, Jr." with a stylized flourish at the end.

Charles Thomas, Jr. PE
New Jersey Professional Engineer Lic. No. 39244
cthomas@BNerealestate.com



cc:

Jonathan Schwartz

Exhibit 12

COST ESTIMATE FOR EACH UNIT TYPE

Attach a summary of the estimated total costs for each unit, broken down by type of unit. This information can be presented in summary form, not at the level of detail required in Exhibit 11. However, this estimate must also be certified by a licensed architect or engineer.

See Exhibit 11

Exhibit 13

PROJECT PRO FORMA

Attached

Exhibit 13: Project Proforma

West Orange

425 units

UNIT OVERVIEW

<u>Unit Type</u>	<u>Description</u>	<u>No. Units</u>	<u>Mix</u>	<u>Net Unit SF</u>	<u>Total Net SF</u>	<u>Monthly Rents</u>	<u>Rent/SF</u>	<u>Total Monthly Rents</u>	<u>Total Annual Rents</u>
MARKET RATE									
A1	1BR 1BA	200	47.1%	800	160,000	\$2,240	\$2.80	\$448,000	\$5,376,000
B1	2BR 2BA	161	37.9%	1,200	193,200	\$2,820	\$2.35	\$454,020	\$5,448,240
AFFORDABLE									
A1	1BR 1BA	15	3.5%	650	9,750	\$715	\$1.10	\$10,725	\$128,700
B1	2BR 1BA	34	8.0%	800	27,200	\$880	\$1.10	\$29,920	\$359,040
B1	3BR 1BA	15	3.5%	950	14,250	\$1,045	\$1.10	\$15,675	\$188,100
Totals		425	100%		404,400			\$958,340	\$11,500,080
Averages				952		\$2,254.92	\$2.37		

Parking	
Garage	500
Surface	400
Total Parking	900

2.12x

SF Calculation		
Net Residenti	80.2%	404,400
Circulation		100,000
TOTAL (w/out garage)		504,400

Exhibit 13: Project Proforma**West Orange**

Operating Budget

Total Units	425
Net SF	404,400 Net SF (Res.)

				First Stabilized Year	Per Unit	Per Net SF
<u>Income</u>						
Residential Rent Revenue				\$11,500,080	\$27,059	\$28.44
Parking Income				100,000	235	0.25
Amenity Fee	361	@	\$500.00 per unit/yr.	180,500	425	0.45
Other Income	361	@	\$500.00 per unit/yr.	180,500	425	0.45
Gross Annual Collections				\$11,961,080	\$28,144	\$29.58
<u>LESS</u>						
Less: Apartment Vacancy			5.00%	(598,054)	(1,407)	(1.48)
Total Net Collections				\$11,363,026	\$26,737	\$28.10
<u>Operating Expenses</u>						
Payroll				\$500,000	1,176	\$1.24
Administrative Expenses				\$127,500	300	0.32
Leasing & Marketing				\$127,500	300	0.32
Repairs & Maintenance				\$212,500	500	0.53
Contract Services (includes doorman & shuttle)				\$500,000	1,176	1.24
Turnover				\$75,000	176	0.19
Utilities				\$340,000	800	0.84
Trash				\$25,000	59	0.06
<i>Sub-Total</i>				<i>1,907,500</i>	<i>4,488</i>	<i>4.72</i>
Taxes (w PILOT)			10.5%	1,193,118	2,807	2.95
Pilot Fee			2.0%	23,862	56	0.06
Insurance				\$212,500	500	0.53
Management Fee			4.0%	454,521	1,069	1.12
Total Expenses				\$3,791,501	\$8,921	\$9.38
NET OPERATING INCOME				\$7,571,525	\$17,815	\$18.72
Replacement Reserve			@ \$150	63,750	150	0.16
NET INCOME				\$7,507,775	\$17,665	\$18.57

Exhibit 13: Project Proforma**West Orange**

Construction Budget Summary

Total Units	425
Net Square Footage	404,400
Gross SF (without Retail)	504,400

		<u>Total</u>	<u>Per Unit</u>	<u>Per Gross Res. SF</u>
<u>LAND COSTS</u>				
Land Acquisition	\$67,200 per FM unit	\$24,250,000	\$57,059	\$48.08
Other Closing Costs		\$300,000	\$706	\$0.59
Subtotal Land Costs		\$24,550,000	\$57,765	\$48.67
<u>SOFT COSTS</u>				
Approval Costs		\$500,000	\$1,176	\$0.99
Architecture		\$750,000	\$1,765	\$1.49
Civil Engineering		\$300,000	\$706	\$0.59
Structural		\$300,000	\$706	\$0.59
MEP		\$200,000	\$471	\$0.40
Geotechnical		\$60,000	\$141	\$0.12
As-Builts/Surveys		\$25,000	\$59	\$0.05
Other Consultants		\$300,000	\$706	\$0.59
Interior Design		\$150,000	\$353	\$0.30
Landscape Design		\$150,000	\$353	\$0.30
Title	0.40%	\$360,000	\$847	\$0.71
Real Estate Taxes		\$1,250,000	\$2,941	\$2.48
Insurance (includes workers comp, medical & auto)		\$1,750,000	\$4,118	\$3.47
Building Permits		\$860,000	\$2,024	\$1.70
Sewer and Water Connection Fees		\$1,100,000	\$2,588	\$2.18
Marketing/Advertising/FF&E		\$2,000,000	\$4,706	\$3.97
General Overhead/Contingency		\$1,750,000	\$4,118	\$3.47
Escrow Fees		\$150,000	\$353	\$0.30
Developer's Fee	3.0%	\$2,784,000	\$6,551	\$5.52
Subtotal Soft Costs		\$14,739,000	\$34,680	\$29.22
<u>FINANCING COSTS</u>				
	\$90,000,000			
Construction Loan Financing Fee	0.50%	\$450,000	\$1,059	\$0.89
Construction Loan Legal & Other Bank Fees		\$200,000	\$471	\$0.40
Construction Interest		\$4,500,000	\$10,588	\$8.92
Subtotal Financing Costs		\$5,150,000	\$12,118	\$10.21
<u>HARD CONSTRUCTION COSTS</u>				
Site Work + Demo		\$6,000,000	\$14,118	\$11.90
Hard Construction	\$115 psf	\$58,006,000	\$136,485	\$115.00
Parking Construction	\$18,000 per space	\$9,000,000	\$21,176	\$17.84
Construction Salaries and Fringe		\$2,000,000	\$4,706	\$3.97
CM Fee	3.0%	\$2,190,200	\$5,153	\$4.34
Construction Contingency	5.0%	\$3,650,300	\$8,589	\$7.24
Subtotal Construction Costs		\$80,846,500	\$190,227	\$160.28
Total Project Costs		\$125,285,500	\$294,789	\$248.39

Yield on Cost: 6.04%

TABLE 10
PROPOSED RESIDENTIAL REDEVELOPMENT
WEST ORANGE TOWNSHIP
PROJECTED TAX AND PILOT PAYMENTS

Year	MINIMUM TAX	PROJECT AGR	PILOT 0.105	PILOT Municip.	Paymnts County	Municipal Admin. Fee	Municipal Payment	Minimim Muni Payment
1	Pilot	11,363,026	1,193,118	1,133,462	59,656	23,862	1,157,324	1,157,324
2	Pilot	11,590,287	1,216,980	1,156,131	60,849	24,340	1,180,471	1,180,471
3	Pilot	11,822,092	1,241,320	1,179,254	62,066	24,826	1,204,080	1,204,080
4	Pilot	12,058,534	1,266,146	1,202,839	63,307	25,323	1,228,162	1,228,162
5	Pilot	12,299,705	1,291,469	1,226,896	64,573	25,829	1,252,725	1,252,725
6	Pilot	12,545,699	1,317,298	1,251,433	65,865	26,346	1,277,779	1,277,779
7	Pilot	12,796,613	1,343,644	1,276,462	67,182	26,873	1,303,335	1,303,335
8	Pilot	13,052,545	1,370,517	1,301,991	68,526	27,410	1,329,402	1,329,402
9	Pilot	13,313,596	1,397,928	1,328,031	69,896	27,959	1,355,990	1,355,990
10	Pilot	13,579,868	1,425,886	1,354,592	71,294	28,518	1,383,110	1,383,110
11	Pilot	13,851,465	1,454,404	1,381,684	72,720	29,088	1,410,772	1,410,772
12	Pilot	14,128,495	1,483,492	1,409,317	74,175	29,670	1,438,987	1,438,987
13	Pilot	14,411,064	1,513,162	1,437,504	75,658	30,263	1,467,767	1,467,767
14	Pilot	14,699,286	1,543,425	1,466,254	77,171	30,869	1,497,122	1,497,122
15	760,229	14,993,271	1,574,294	1,495,579	78,715	31,486	1,527,065	1,527,065
16	775,434	15,293,137	1,605,779	1,525,490	80,289	32,116	1,557,606	1,557,606
17	790,943	15,599,000	1,637,895	1,556,000	81,895	32,758	1,588,758	1,588,758
18	806,761	15,910,980	1,670,653	1,587,120	83,533	33,413	1,620,533	1,620,533
19	822,897	16,229,199	1,704,066	1,618,863	85,203	34,081	1,652,944	1,652,944
20	839,355	16,553,783	1,738,147	1,651,240	86,907	34,763	1,686,003	1,686,003
21	1,712,283	16,884,859	1,772,910	1,684,265	88,646	35,458	1,719,723	1,719,723
22	1,746,529	17,222,556	1,808,368	1,717,950	90,418	36,167	1,754,117	1,754,117
23	1,781,460	17,567,007	1,844,536	1,752,309	92,227	36,891	1,789,200	1,789,200
24	1,817,089	17,918,347	1,881,426	1,787,355	94,071	37,629	1,824,984	1,824,984
25	1,853,431	18,276,714	1,919,055	1,823,102	95,953	38,381	1,861,483	1,861,483
26	1,890,499	18,642,249	1,957,436	1,859,564	97,872	39,149	1,898,713	1,898,713
27	2,892,464	19,015,094	1,996,585	1,896,756	99,829	39,932	1,936,687	2,892,464
28	2,950,313	19,395,395	2,036,517	1,934,691	101,826	40,730	1,975,421	2,950,313
29	3,009,319	19,783,303	2,077,247	1,973,385	103,862	41,545	2,014,929	3,009,319
30	4,092,674	20,178,969	2,118,792	2,012,852	105,940	42,376	2,055,228	4,092,674
							46,950,420	51,912,924

Exhibit 14

PROJECT FINANCING PLAN

Applicant shall finance the Project through construction, permanent and/or equity financing.

Exhibit 15

PRIVATE FINANCING COMMITMENTS

Applicant hereby certifies that is has received financing commitments in amounts sufficient to fund the Project Cost Estimate.

Exhibit 16

EXPLANATION OF NEED FOR TAX EXEMPTION

The tax exemption sought by this Application is necessary to achieve financial viability of the Project. The Project cannot be built at traditional tax levels. Applicant would suffer a loss on the Project if traditional real property taxes were levied. Applicant also believes the rents it will be able to offer if given a tax exemption will help to attract tenants.

Exhibit 17

Estimated project schedules if constructed in one phase

Submission of site plan application	3/01/2020
Receipt of all approvals for project	4/1/2021
Commencement of construction	6/1/2021
Completion of construction	6/1/2024

Estimated Project Schedule if the project is Phased

Submission of site plan application	3/01/2020
Receipt of all approvals for project	4/1/2021
Phase 1 Commencement of Construction (Approximately 300 units)	6/1/2021
Phase 1 Completion of Construction	9/1/2023
Phase 2 Commencement of Construction (Approximately 125 units)	1/1/2025
Phase 2 Completion of Construction	1/1/2027

Exhibit 18

SUMMARY OF PROJECT BENEFITS

Attach a summary of all the public benefits associated with this project, including, at a minimum, the number and type of construction jobs anticipated, the number and type of permanent jobs to be created and the amount of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, water and sewer fees and any other municipal payments.

The Project is anticipated to create approximately 500 construction jobs and 20 permanent jobs. The Applicant will make best efforts to work with the Township of West Orange to create employment opportunities to the municipality's residents.

The Project will also result in additional tax/pilot revenue being generated for the benefit of the City. The Project Site presently has (2) highly vacant office buildings.

Exhibit 19

FORM OF FINANCIAL AGREEMENT

The appropriate form of Financial Agreement should be attached to this application.

Attached

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter "**Agreement**" or "**Financial Agreement**"), is made as of this ___ day of _____, 2019, by and between **GREEN ESSEX PARTNERS URBAN RENEWAL LLC**, an urban renewal entity, along with its successors and/or assigns, qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, *N.J.S.A. 40A:20-1 et seq.* (the "**Long Term Tax Exemption Law**"), with offices c/o BNE Real Estate Group, 16 Microlab Road, Suite A, Livingston, New Jersey 07039 (hereinafter the "**Entity**" or "**Redeveloper**") and the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey in the County of Essex with offices located at 66 Main Street, West Orange, New Jersey 07052 (the "**Township**").

WITNESSETH:

WITNESSETH

WHEREAS, on January 9, 2018, by Resolution 17-18, the Township Council of the Township of West Orange (the "**Township**") designated Block 155, Lots 40.02 and 42.02 (the "**Property**") as part of the Essex Green and Executive Drive Area in Need of Redevelopment (the "**Redevelopment Area**"); and

WHEREAS, on or about June 11, 2019, the Township adopted the Essex Green - Executive Drive Redevelopment Plan with respect to the Property (the "**Redevelopment Plan**"); and

WHEREAS, the Township is acting as the Redevelopment Entity pursuant to Section 8 of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A -1 et seq.* (as amended, the "**LRHL**")

WHEREAS, Redeveloper submitted a proposal to be designated by the Township as redeveloper for the Property; and

WHEREAS, the Township evaluated the Redeveloper's proposal according to criteria which included property control, financial capabilities, experience, expertise, and project concept descriptions and determined to commence negotiations with Redeveloper to enter into a redevelopment agreement and Resolution No. 186-19, dated July 16, 2019 designated Redeveloper as the redeveloper for the Project, as defined below; and

WHEREAS, Redeveloper has proposed the redevelopment of the Property which currently contains two (2) outdated and functionally obsolete suburban office buildings and surface parking foot with one 4-story building with a basement wrapped around a 4-story parking deck and (3) other 4 story buildings with basements and surface parking with individual parking garages containing up to 425 rental units consisting of approximately 20 studios, 175 1 bedrooms and 230 2 bedrooms, 15% of the residential units will be set aside for affordable housing. The project will include approximately 10,000 square feet of amenity space, a pool, landscaped courtyard and various on grade landscaped park areas, including a dog park which will be open to the general

public (the "**Project**"), which is consistent with and in furtherance of the goals of the Redevelopment Plan; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the Township entered into a redevelopment agreement with the Redeveloper dated _____, 2019 (as now or hereafter amended, the "**Redevelopment Agreement**"); and

WHEREAS, the Entity has represented to the Township that the Project would not be feasible in its intended scope but for the provision of financial assistance by the Township; and

WHEREAS, in order to improve the feasibility of the Project, the Entity made an application for a long term tax exemption and financial agreement with respect to the Property (the "**Application**") pursuant to the Long Term Tax Exemption Law, which Application is on file with the Township Clerk, and a copy of which is attached as **Exhibit 2** hereto; and

WHEREAS, after review of the Application together with redevelopment counsel, the Mayor recommended that the Application be approved; and

WHEREAS, the Redeveloper has agreed to implement the Redevelopment Plan and in connection therewith, the Redeveloper agreed to devote substantial funds to the completion of the Project; and

WHEREAS, in addition to the profit limitations required under this Agreement, the nature of the Project entails an inherent profit limitation to the Entity through the extra costs, issues, and responsibilities associated with the Project that are not present outside of the redevelopment context, and there is a need recognized by the Legislature to provide incentives to render implementation of redevelopment feasible; and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful Project, the Township will enter into this Agreement with the Entity governing payments made to the Township in lieu of real estate taxes on the Project pursuant to the Long Term Tax Exemption Law; and

WHEREAS, the provisions of the Long Term Tax Exemption Law authorize the Township to accept, in lieu of real property taxes, an Annual Service Charge (as defined below) to be paid by the Entity to the Township; and

WHEREAS, the Township made the following findings:

A) Relative benefits of the Project:

- 1) The Project will revitalize an area in need of redevelopment;
- 2) The Property currently generates approximately \$735,243.08 in annual real estate tax revenue to the Township. The projected Annual Service Charge will generate average net revenue to the Township of approximately \$1,157,324 annually with increases anticipated over the term.

- 3) It is estimated that the Project will create temporary jobs during construction and new permanent jobs associated with the ongoing upkeep and management of the residential buildings;
 - 4) The Project should contribute to the economic growth of existing local businesses and to the creation of new businesses in the Township, which will cater to the new residents;
 - 5) The Borough has determined that the benefits of the Project significantly outweigh the costs to the Borough.
- B) Assessment of the importance of the Tax Exemption in obtaining development of the Project
- 1) The relative stability and predictability of the Annual Service Charge will make the Project more attractive to investors and lenders needed to finance the Project;
 - 2) The exemption permits productive use of the Property and eliminates obsolete structures;
 - 3) The relative stability and predictability of the Annual Service Charge will allow stabilization of the Project operating budget, allowing a high level of maintenance to the buildings over the life of the Project, which will insure the likelihood of the success of the Project and insure that it will have a positive impact on the surrounding area; and
 - 4) The exemption permits the undertaking of the Project in its intended scope, which would not be possible but for the granting of the exemption by the Township.

WHEREAS, on _____, 2019, the Township Council adopted an Ordinance (attached hereto as **Exhibit 1**, the "**Ordinance**") approving the Application, including the Annual Service Charge, and authorizing the execution of this Agreement; and

WHEREAS, in order to set forth the terms and conditions under which the Entity and the Township (together, the "**Parties**") shall carry out their respective obligations with respect to payment of the Annual Service Charge by the Entity for the Project, the Parties have determined to execute this Financial Agreement; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE 1. GENERAL PROVISIONS

1.01 Governing Law. This Financial Agreement shall be governed by the provisions of (a) the Long Term Tax Exemption Law, the Act, and such other statutes as may be the sources of relevant authority, and (b) the Ordinance. It is expressly understood and agreed that the Township expressly relies upon the facts, data, and representations contained in the Application, attached hereto as **Exhibit 2**, in granting this tax exemption.

1.02 General Definitions

The following terms shall have the meaning assigned to such term in the preamble hereof:

Agreement	Project
Application	Property
Entity	Proposal
Financial Agreement	Redeveloper
Long Term Tax Exemption Law	Redevelopment Agreement
LRHL	Redevelopment Area
Ordinance	Redevelopment Plan
Parties	Township

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to the cost of the Project pursuant to the provisions of *N.J.S.A. 40A:20-3(c)*.

Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If there is no permanent mortgage financing, the allowable profit rate shall be the greater of 12% or shall be arrived at by adding 1.25% per annum to the interest rate per annum which the parties agree to be the prevailing rate on mortgage financing on comparable improvements in the County, all in accordance with *N.J.S.A. 40A:20-3(b)*. For purposes of this Agreement, Allowable Profit Rate is not applicable to proceeds of any sale of the Project.

Annual Gross Revenue - The annual gross rents from tenants of the Project (less the costs of utilities furnished by the Entity to tenants, including, but not limited to, gas, electricity, heating fuel, water and sewer charges, if any and charges for damage to units caused by tenants). For purposes of this Agreement, Gross Revenue or Annual Gross Revenue does not include proceeds of any sale of the Project.

Annual Service Charge - The payment by the Entity pursuant to Article IV herein of such amounts as set forth at Article IV, below, with respect to the Improvements (but not the Land) for the Project, which: (a) the Entity has agreed to pay in part for municipal services supplied to the Project; (b) is in lieu of any taxes on the Improvements (as defined below) pursuant to *N.J.S.A. 40A:20-12*; (c) shall be paid on the Annual Service Charge Payment Dates, and (d) shall be pro-rated according to the number of days remaining in the year in which this Agreement begins and the year in which this Agreement terminates.

Annual Service Charge Payment Dates - means February 1, May 1, August 1 and November 1 of each year commencing on the Annual Service Charge Start Date, and continuing through the Term of this Agreement set forth at Section 3.01 hereof.

Annual Service Charge Start Date - shall mean the first day of the month following the date that is the earlier of: (i) the issuance of the first Certificate of Occupancy for the improvements to

be constructed as part of the Project; or (ii) the issuance of a Certificate of Completion for the Project.

Applicable Law - shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements that are, from time to time, applicable to the Project and/or the Project, as the case may be.

Auditor's Report – An abbreviated financial statement outlining the financial status of the Project (for a period of time as indicated by context). The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and the provisions of the Long Term Tax Exemption Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant licensed to practice that profession in the State of New Jersey. Notwithstanding the foregoing, the Auditor's Report as defined herein shall contain only such financial information, results of operations and certifications as required by the Long Term Tax Exemption Law and/or this Agreement and shall not constitute a complete or formal audit as that term is defined pursuant to generally accepted accounting principles.

Certificate of Completion - means a certificate or certificates, issued by the Township certifying that the Redeveloper has performed its duties and obligations under the Redevelopment Agreement and the Redevelopment Plan with respect to the Project.

Certificate of Occupancy - means a temporary or permanent Certificate of Occupancy and/or Certificate of Continued Occupancy, as such term is defined in the New Jersey Administrative Code issued by the Township authorizing occupancy of a building, in whole or in part, pursuant to *N.J.S.A. 52:27D-133*.

Change in Law - means the enactment, promulgation, modification or repeal of Applicable Law, including without limitation, the Long-Term Tax Exemption Law, the Redevelopment Law or other similar statute with respect to the matters addressed by the terms of this Agreement and/or the transactions contemplated hereby.

Chief Financial Officer - means the chief financial officer of the Township.

Completion, Complete or Completed - means with respect to the Project that; (a) all work related to the Project in its entirety or any other work or actions to which such term is applied has been Substantially Completed, acquired and/or installed in accordance with the Redevelopment Agreement and in compliance with Applicable Law so that (i) the Project in its entirety may, in all respects, be used and operated under the applicable provisions of the Redevelopment Agreement, or (ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed; (b) all permits, licenses and approvals that are required in order that a Certificate of Completion can be issued for the Project in its entirety, or such other work or action to which such term is applied are in full force and effect; and (c) such "completion" has been evidenced by a written notice provided by the Redeveloper (with respect to the Project), which determination is reasonably acceptable to the Township.

County - means the County of Essex.

County Share - means five percent (5%) of the Annual Service Charge received by the Township, which shall be payable to the County in accordance with the provisions of *N.J.S.A. 40A:20-12*.

Debt Service: as defined in *N.J.S.A. 40A:20-3(m)*, the amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing, including returns on institution equity financing and market rate related party debt for a project for a period equal to the term of the tax exemption granted by the Financial Agreement.

Default - means the failure of a Party to perform any obligation imposed by the terms of this Agreement following the expiration of any applicable grace, notice or cure period established under this Agreement.

Disclosure Statement - as defined in Section 8.02(b) hereof.

Exhibit(s) - means any exhibit attached hereto which shall be deemed to be a part of this Agreement, as if set forth in full in the text hereof.

Facility - shall mean the Project to be constructed on the Property by Redeveloper as part of the Project, in accordance with the Redevelopment Plan, the Plans and Specifications, the Governmental Approvals and Applicable Laws.

Financial Plan - as defined in Section 2.06 hereof.

Improvements - means any building, structure or fixture permanently affixed to the Property, which, as of the date of this Agreement, would be fixed as real property under *N.J.S.A. 54:4-1*.

In Rem Tax Foreclosure - means a summary proceeding by which the Township may enforce the lien for taxes due and owing by a tax sale. Said foreclosure is governed by *N.J.S.A. 54:5-1 et seq.*

Issuer - means the Township of West Orange.

Land Taxes - mean the amount of taxes assessed on the value of the underlying Property upon which the Project is located if the Land is not exempt.

Material Conditions - as defined in Section 4.04.

Minimum Annual Service Charge – means the amount of the total real estate taxes levied against the Property in the last full tax year in which the Property was subject to taxation.

Net Profit - means the aggregate Annual Gross Revenue of the Entity pertaining to the Project for the applicable period, less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of *N.J.S.A. 40A:20-3(c)*. Without limiting the foregoing, included in expenses shall be Debt Service

and an amount sufficient to amortize the Total Project Cost on a straight line basis over the Term as well as all other expenses permitted under the provisions of *N.J.S.A. 40A:20-3(c)*.

Project - means the Project as described in the recitals to this Agreement.

State - means the State of New Jersey.

Substantial Completion - means the date the work related to the Project or any portion thereof is sufficiently complete in accordance with the Redevelopment Plan and the Redevelopment Agreement so that the Project, or applicable portion, may be occupied or utilized for its intended use. The issuance of a temporary Certificate of Occupancy shall be conclusive proof that the Project, or applicable portion, has reached Substantial Completion.

Tax Assessor - means the Township tax assessor.

Tax Collector - means the Township tax collector.

Tax Sale Law - means *N.J.S.A. 54:5-1 et seq.*, as the same may be amended or supplemented from time to time.

Termination - means the expiration of the term of this Agreement, voluntary termination by the Entity in accordance with the provisions of Section 3.02 hereof, or any action or omission, including Default, which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

Total Project Cost - includes the costs of: i) the acquisition of the Property; ii) architectural, engineering, surveying and legal fees payable in connection with the planning, construction and financing of the Project; iii) actual construction costs, including only the cost of labor and materials in the construction of the buildings and structures, as certified by a qualified architect or engineer; and iv) site preparation expenses, including environmental remediation and insurance, interest, financing costs, real property taxes and other like expenses incurred prior to the date of Completion of the Improvements.

"Year" under this Agreement shall mean a twelve (12) month period commencing on the Annual Service Charge Start Date (or an anniversary thereof) and ending on the day before the following anniversary of the Annual Service Charge Start Date.

1.03 Interpretation and Construction - In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Financial Agreement, refer to this Financial Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Financial Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Financial Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Financial Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

(g) This Agreement shall become effective upon its execution and delivery by the parties hereto.

(h) All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

ARTICLE 2. APPROVAL

2.01 Approval of Tax Exemption - Pursuant to the Ordinance, the Township has approved and hereby grants a tax exemption from real estate taxes for the Improvements and the Project to be constructed and maintained by the Entity on the Property shall be exempt from taxation as provided for herein and in the Long Term Tax Exemption Law. In accordance with *N.J.S.A. 40A:20-12*, the tax exemption shall constitute a single continuing exemption from local property taxation for the duration of this Agreement.

2.02 Approval of Entity - The Entity represents that its Certificate of Formation as attached hereto as **Exhibit 3** contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of Treasury, all in accordance with *N.J.S.A. 40A:20-5*.

2.03 Improvements to be Constructed - The Entity represents that it will construct the Project, the use of which Project is more specifically described in the Application attached hereto as **Exhibit 2**, in accordance with the Redevelopment Plan, the Redevelopment Agreement and Applicable Law.

2.04 Construction Schedule - The Entity agrees to make commercially reasonable efforts to commence construction and complete the Project in accordance with the requirements of the Redevelopment Agreement.

2.05 Ownership, Management and Control - The Entity represents that it is the contract purchaser of the Property upon which the Project is to be constructed and which is the subject of this Agreement.

2.06 Financial Plan - The Entity represents that the Improvements shall be financed substantially in accordance with the Financial Plan included in the Application (the "**Financial Plan**"), subject to changes based on market conditions

ARTICLE 3. DURATION OF AGREEMENT

3.01 Term - It is understood and agreed by the parties that this Agreement, including the obligation to pay the Annual Service Charge required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall remain in effect for the earlier of: (i) thirty-five (35) years from the date of execution of this Agreement; (ii) thirty (30) years from the issuance of the first Certificate of Occupancy for the Improvements constructed by Redeveloper as part of the Project; or (iii) the date of Early Termination. The tax exemption shall continue in force only while the Project is owned by a corporation, association or other entity formed and operating under the Long Term Tax Exemption Law. At the expiration of the term hereof or upon Termination, the tax exemption for the Project shall expire and the Improvements shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township. After expiration of the term hereof, all restrictions and limitations upon the Entity shall terminate on the date of Termination, subject to the Entity's obligation to render and the Township's acceptance of its final accounting, pursuant to *N.J.S.A. 40A:20-13*.

3.02 Voluntary Termination by Entity – The Entity may at any time after the expiration of one year from the completion of the Project notify the Township that as of a certain date designated in the notice, it relinquishes its status under the Long Term Tax Exemption Law, and this Agreement shall terminate as of the date set forth in the Notice.

3.03 Date of Termination - Upon any Termination of the tax exemption approved in Section 2.01 hereof, the date of such Termination shall be deemed to be the end of the fiscal year of the Entity for the purposes of this Agreement.

ARTICLE 4. ANNUAL SERVICE CHARGE

4.01 Annual Service Charge - In consideration of the tax exemption granted by the Ordinance and hereby, and in lieu of real estate taxes on the Improvements and the Land, the Entity shall make payment of the Annual Service Charge or Minimum Annual Service Charge, as applicable, in an amount equal to the greater of (i) the Minimum Annual Service Charge, (ii) the Applicable Percentage of Annual Gross Revenue, or (iii) the amount required under Section 4.06. As used herein, the "**Applicable Percentage**" shall mean ten and one-half (10.5%) percent per annum for years one (1) through ten (10); eleven and one-half (11.5%) percent per annum for years eleven (11) through twenty (20); and twelve and one-half (12.5%) percent per annum for years twenty-one (21) through thirty (30). The Annual Service Charge or Minimum Annual Service Charge shall be prorated in the year of the Annual Service Charge Start Date, or an applicable anniversary occurs and also in the year this Agreement terminates.

4.02 Quarterly Installments - After the Annual Service Charge Start Date, the Entity agrees that payment of the Annual Service Charge shall be paid to the Township on a quarterly basis on the Annual Service Charge Payment Dates. In the event that Entity fails to timely pay any installment, the amount past due shall bear the rate of interest permitted under applicable State law and then being assessed by the Township against other delinquent taxpayers in the case of unpaid taxes or tax liens until paid.

4.03 Annual Service Charge - On the Annual Service Charge Start Date, the Entity shall pay the Annual Service Charge to the Township or its designee. For the first two (2) years, the Annual Service Charge paid by the Entity shall be the Minimum Annual Service Charge and any additional amounts due on the Annual Service Charges based on the Annual Audits required in Article 7 for the first two years shall be paid to the Township by the Entity within sixty (60) days of completion of the Annual Audit for the prior year.

4.04 Material Conditions - It is expressly agreed and understood that all payments of Annual Service Charges and any interest payments, penalties or costs of collection due thereon, as well as the amount of the Annual Service Charges and the exemption from real estate taxes are material conditions of this Financial Agreement. If any other term, covenant or condition of this Financial Agreement or the Application, as to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

4.05 Annual Service Charges as Municipal Lien - The Township and the Entity hereby expressly acknowledge, understand and agree that in accordance with Applicable Law, upon the recordation of the Ordinance and this Agreement: (a) the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Annual Service Charge, shall be a continuous, municipal lien on the Property and the Project, and that any subsequent Annual Service Charge, including any interest, penalties or costs of collection thereof, that shall thereafter become due or accrue, shall be added and relate back to and be part of the initial municipal lien on the Property and the Project, (b) the Ordinance, this Agreement and any amounts due hereunder, including without limitation, the Annual Service Charge, shall constitute an automatic, enforceable and perfected statutory municipal lien for all purposes on the Property and the Project, including specifically and without limitation, the federal bankruptcy code, and (c) any applicable process, procedure or action of any court, government body or other relevant authority, including without limitation any confirmation hearing, to determine the amount of the Annual Service Charge due shall not affect the commencement or validity of the municipal lien.

4.06 Staged Adjustments. The Annual Service Charge shall be adjusted in stages over the term of the Tax Exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the Annual Service Charge Start Date until the last day of the fifteenth (15th) Year, the Annual Service Charge shall be in an amount equal to the greater of the amount determined under Section 4.01.

ii. Stage Two: Beginning on the 1st day of the sixteenth (16th) Year until the last day of the twentieth (20th) Year, the Annual Service Charge shall be in an amount equal to the greater of the amount determined under Section 4.01 or twenty (20%) percent of the amount of taxes otherwise due on the value of the Property and Improvements.

iii. Stage Three: Beginning on the 1st day of the twenty-first (21st) Year until the last day of the twenty-sixth (26th) Year, the Annual Service Charge shall be in an amount equal to the greater of the amount determined under Section 4.01 or forty (40%) percent of the amount of taxes otherwise due on the value of the Property and Improvements.

iv. Stage Four: Beginning on the 1st day of the twenty-seventh (27th) year until the last day of the twenty-ninth (29th) year, an amount equal to the greater of the amount determined under Section 4.01 or sixty (60%) of the amount of taxes otherwise due on the value of the Property and Improvements.

v. Stage Five: Beginning on the 1st day of the thirtieth (30th) year until the last day of the thirtieth (30th) year, an amount equal to the greater of the amount determined under Section 4.01 or eighty (80%) percent of the amount of taxes otherwise due on the value of the Property and Improvements.

For the avoidance of doubt, Redeveloper shall have the right, at its option, to appeal the assessment of the Property and Improvements. Any such appeal shall be filed in accordance with, and governed by, the applicable laws and regulations that govern tax appeals generally. Any such challenge shall be brought within the time permitted for the filing of tax appeals under Applicable Law. Notwithstanding the foregoing, if for any reason it should be determined that the tax court lacks jurisdiction, then the assessment may be contested pursuant to the dispute resolution provisions of this Agreement, and if an appeal was initially filed in a timely manner with the tax court, shall be deemed to have been timely filed.

4.07 Land Taxes –

(a) Land Exempt - It is the intent of the parties that the Land be exempt from taxation pursuant to the terms of this Agreement as permitted by N.J.S.A. 40A:20-12. If the Land is permitted to be exempt pursuant to N.J.S.A. 40A:20-12, the Entity is only required to pay the Annual Service Charge.

(b) Appeal of Land Value Assessment - Nothing contained in this Agreement shall limit or alter the right of the Entity to appeal the assessment of the land portion only of the Property in accordance with the provisions set forth at N.J.S.A. 54:3-21.

(c) No Added Assessment during Construction - The Township agrees that it shall not impose an added assessment, omitted added assessment or similar assessment on the value of the Improvements to be made by the Entity from the date the Entity acquired the Property to the date of Completion of the Project.

4.08 County Share Paid to the County - In accordance with the provisions of *N.J.S.A.* 40A:20- 12, upon receipt of the Annual Service Charge or Minimum Annual Service Charge, the Township shall remit the County Share to the County.

4.09 Administrative Fee – In addition to the Annual Service Charge, the Entity shall pay to the Township an annual administrative fee in the amount of ½ percent of the Annual Service Charge, as authorized by *N.J.S.A.* 40A:20-9.

ARTICLE 5. DISPUTE RESOLUTION

5.01 Dispute Resolution - In the event of any Default not cured within the Cure Period (as hereinafter defined) or any extension thereof, a breach of this Agreement by either of the parties hereto, or a dispute arising between the parties with respect to the terms and provisions of this Agreement; either party may apply to the Superior Court of New Jersey, Law Division, Essex County by an appropriate proceeding to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the Parties shall submit the dispute to the American Arbitration Association in the State of New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Exemption Law and this Financial Agreement. The fee of the arbitrator shall be borne equally by the parties.

5.02 Remedies - In the event of a Default on the part of the Entity to pay the Annual Service Charge, the Township shall have the rights and remedies set forth in Article 13 of this Agreement. Whenever the word "Taxes" appears, or is implied directly or indirectly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement; as if the Annual Service Charge were taxes or municipal liens on land.

ARTICLE 6. CERTIFICATE OF OCCUPANCY

6.01 Certificate of Occupancy - It is understood and agreed that it shall be the obligation of the Entity to obtain and the Township to issue all Certificates of Occupancy in a reasonably timely manner.

6.02 Filing of Certificate of Occupancy - The Entity shall file or cause to be filed with both the Tax Assessor and the Tax Collector a copy of the Certificate of Occupancy promptly upon receipt thereof by the Entity.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action by the Township, including, if appropriate, retroactive billing with interest for any charges determined to be due in the absence of such filing by the Entity.

ARTICLE 7. ANNUAL AUDITS

7.01 Accounting System - The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles, the provisions of this Financial Agreement and the Exemption Law while this

Agreement is in effect, and the Entity agrees to calculate its "Net Profit" pursuant to N.J.S.A. 40A:20-3(c), N.J.S.A. 40A:20-15 and this Agreement.

7.02 Periodic Reports -

(a) Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, that this Agreement shall continue in effect, the Entity shall submit its Auditor's Report by a certified public accountant for the preceding fiscal or calendar year (i) to the Clerk of the Township (or any other representative of the Township as may be designated in a notice to the Entity), who shall advise those municipal officials required to be advised, and (ii) to the Director of the Division of Local Government Services in the Department of Community Affairs, as required under N.J.S.A. 40A:20-9(d). Said Auditor's Report shall include, but not be limited to, for the fiscal or calendar year covered by such Auditor's Report, Gross Revenues of the Entity, and such information as is required by this Agreement.

(b) Disclosure Statement: On each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest in the Project from the prior year's filing, the Entity shall submit to the Township Council, the Tax Collector and the Township Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project (each a "**Disclosure Statement**"), and the extent of the ownership interest of each and such additional information as the Township may request from time to time.

7.03 Inspection - The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, by representatives duly authorized by the Township, and the New Jersey Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A. 40A:20-9(e)*. Such inspection shall be made upon seven (7) business days' prior written notice during the Entity's regular business hours, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

7.04 Limitation on Profits and Reserves - During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of *N.J.S.A. 40A:20-15*. This calculation shall be completed in accordance with *N.J.S.A. 40A:20-3(c)*. Pursuant to *N.J.S.A. 40A:20-15*, the net profit shall be calculated for the period, taken as one accounting period, commencing on the date on which the Project is completed, and terminating at the end of the last full fiscal year.

Pursuant to *N.J.S.A. 40A:20-15*, the Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to 10% percent of the Gross Revenues of the Entity for the last full fiscal year preceding the year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve. The reserve is to be noncumulative.

7.05 Payment of Dividend and Excess Profit Charge - In the event the Net Profits of the Entity during the Term of this Agreement shall exceed the Allowable Net Profits for such period,

then the Entity, within ninety (90) days after the termination of this Agreement shall pay such excess Net Profits to the Township as an additional service charge.

ARTICLE 8. ASSIGNMENT AND/OR ASSUMPTION

8.01 Approval of Sale of Project to an Entity Formed and Eligible to Operate Under Law

(a) As permitted by *N.J.S.A. 40A:20-10(c)*, upon written request by the Entity after completion of the Project, the Township will consent to a sale to another urban renewal entity purchasing all or a portion of the Project in fee simple and the transfer of the tax exemption in this Agreement for the Project, or portion thereof, which consent shall not be unreasonably withheld, provided: (1) the transferee entity is formed and eligible to operate under the Long Term Tax Exemption Law; (2) the Entity is not then in Default of this Agreement or the Long Term Tax Exemption Law; (3) the Entity's obligations under this Agreement as to the Project or portion thereof being transferred are fully assumed by the transferee entity in writing; and (4) the transferee entity agrees to all terms and conditions of this Agreement in the Transferee Agreement. The Township shall, in good faith, in a prompt and timely manner reasonably cooperate with the Entity and the transferee entity and use its best efforts to review the written application of the Entity, and approve the application for approval of the transferee entity pursuant to *N.J.S.A. 40A:20-8*.

(b) The Township may levy an administrative fee of one percent (1%) of the Annual Service Charge for the processing of a request to transfer as set forth above, if the proposed transferee entity is not affiliated with the Entity. No administrative fee shall be charged for the processing requests to transfer to affiliates of the Entity.

8.02 Severability - It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the Township Council by Ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Property which is basic to, embraced in, or underlying the exempted Improvements.

8.03 Subordination of Fee Title - It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charge, to encumber and/or assign the fee title to the Property and/or the Project for purposes of (i) financing and/or refinancing the design, development and construction of, and/or capital improvements and/or repairs to, the Project and (ii) permanent mortgage financing or other secured financing, and such encumbrance, lease or assignment shall not be deemed to be a violation of this Agreement.

8.04 Collateral Assignment -

(a) The Township acknowledges that the Entity and/or its affiliates intend to obtain secured financing in connection with the acquisition, development and construction of the Project, and thereafter obtain permanent mortgage financing or re-financing. The Township agrees that, subject (until issuance of Certificate of Completion for the Project) to the terms and conditions of the Redevelopment Agreement, the Entity and or its affiliates may assign, pledge, hypothecate or otherwise transfer its rights under this Financial Agreement and/or its interest in the Project to one or more secured parties or any agents therefore (each, a “**Secured Party**” and collectively, the “**Secured Parties**”) as security for obligations of the Entity, and/or its affiliates, incurred in

connection with such secured financing (collectively, the “**Security Arrangements**”). The Entity shall give the Township written Notice of any such Security Arrangements, together with the name and address of the Secured Party or Secured Parties. Failure to provide such Notice waives any requirement of the Township hereunder to provide any Notice of Default or Notice of intent to enforce its remedies under this Financial Agreement.

(b) Without limiting the generality of Article 13 hereof, if the Entity shall Default in any of its obligations hereunder, the Township shall give Notice of such Default to the Secured Parties and the Township agrees that, in the event such Default is not waived by the Township or cured by the Entity, its assignee, designee or successor, within the period provided for herein, before exercising any remedy against the Entity hereunder, the Township will provide the Secured Parties a reasonable period of time to cure such Default, but in any event not less than fifteen (15) days from the date of such notice to the Secured Parties with regard to a failure of the Entity to pay the Annual Service Charge and ninety (90) days from the date the Entity was required to cure any other Default.

(c) Notwithstanding anything to the contrary contained herein, and in addition to all other rights and remedies of Secured Parties set forth in this Financial Agreement, the provisions of N.J.S.A. 55:17-1 to N.J.S.A. 55:17-11, inclusive, shall apply to this Financial Agreement to protect the interests of any Secured Party.

ARTICLE 9. WAIVER

9.01 Waiver - Except as specifically provided in this Agreement to the contrary, nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the Township or the Entity of any rights and remedies provided by Applicable Law. Nothing herein shall be deemed to limit any right of recovery that the Township or the Entity has under law, in equity, or under any provision of this Agreement.

ARTICLE 10. NOTICE

10.01 Notice - Formal notices, demands and communications between the Township and Entity shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. Notice is deemed effective upon delivery or refusal to accept delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the Township: Township of West Orange
66 Main Street
West Orange, New Jersey 07052

with copies to: Richard D. Trenk, Esq.
McManimon, Scotland & Baumann, LLC

75 Livingston Avenue, Suite 201
Roseland, New Jersey 07068

If to Entity: Jonathan Schwartz
Green Essex Partners Urban Renewal, LLC
c/o BNE Real Estate Group
16 Microlab Road, Suite A
Livingston, New Jersey 07039

With copies to: Francis X. Regan, Esq.
DeCotiis, FitzPatrick, Cole & Giblin, LLP
500 Frank W. Burr Boulevard, Ste. 31
Teaneck, New Jersey 07666

ARTICLE 11. CONSTRUCTION

11.01 Construction - This Financial Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Township have combined in their review and approval of same.

ARTICLE 12. INDEMNIFICATION

12.01 Indemnification - It is understood and agreed that in the event the Township shall be named as party defendant in any action brought against the Township or Entity by allegation of any breach, Default or a violation by the Entity of any of the provisions of this Agreement and/or the provisions of Applicable Law, the Entity shall indemnify and hold the Township harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting any breach, Default or a violation by the Entity of any of the provisions of this Agreement and/or the provisions of Applicable Law, including without limitation, *N.J.S.A. 40A:20-1 et seq.*, except for any gross misconduct or willful act of the Township or any of its officers, officials, employees or agents, and the Entity shall defend the suit at its own expense and shall select counsel to defend the suit. However, the Township maintains the right to intervene as a party thereto, to which intervention the Entity hereby consents, the expense thereof to be borne by the Township. To the extent practical and ethically permissible, the Entity's attorneys shall jointly defend and represent the interest of the Township, and the Entity as to all claims indemnified in connection with this Agreement.

ARTICLE 13. DEFAULT

13.01 Default - Default by the Entity shall be failure of the Entity to comply with the terms of this Agreement or the Long Term Exemption Law. Default by the Township shall be the failure of the Township to comply with the terms of this Agreement or the Long Term Exemption Law.

13.02 Cure Upon Default - Should either Party be in Default, notice must be provided in writing of said Default, stating with specificity the basis of said Default. The defaulting party shall have ninety (90) days to cure any Default, provided such Default is capable of cure within ninety (90) days. If the Default is not capable of cure within ninety (90) days, a reasonable period of time to cure such Default will be given (the "**Cure Period**"). Subsequent to the expiration of the Cure Period, a final notice of Default will be issued requiring the defaulting party to cure the Default within twenty (20) days (the "**Final Notice Period**"). If the Default is not cured after the Final Notice Period, the Township shall have the right to proceed against the Property pursuant to In Rem Tax foreclosure. In such event, however; the Entity does not waive any defense it may have to contest the right of the Township to proceed in the above-mentioned manner by conventional or In Rem Tax Foreclosure just as it would have if the Entity were subject to municipal taxes. The Party noticing the default may, after the Final Notice Period, file an action seeking any remedies available. In addition, after notice and expiration of the Final Notice Period, if the Default for which notice was given remains uncured, the party noticing the default may terminate this Agreement.

13.03 Remedies Upon Default Cumulative; No Waiver - In the event of any uncured Default, the Township shall have the right to proceed against the Property pursuant to applicable provisions of the Law, including, with respect to a Default in payment of any installment of the Annual Service Charge, the right to proceed to In Rem Tax Foreclosure consistent with the Tax Sale Law and the Long Term Tax Exemption Law. No Default hereunder by the Entity shall terminate the long term tax exemption (except as described herein) and its obligation to make Annual Service Charges, which shall continue in effect for the duration set forth in Section 3.01 hereof and subject to Section 13.04 hereinafter.

Subject to the provisions of Section 5.01 hereof and the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the Township, and all rights and remedies granted by Law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Township of any of its remedies or actions against the Entity because of Entity's failure to pay the Annual Service Charge and/or any applicable water and sewer charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Annual Service Charges or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Annual Service Charges or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

13.04 Termination Upon Default of the Entity - In the event the Entity fails to cure or remedy the Default within the time period provided in Section 13.02, the Township may terminate this Agreement upon thirty (30) days, prior written notice to the Entity.

13.05 Final Accounting - Within ninety (90) days after the date of Termination, the Entity shall provide a final accounting and pay to the Township the reserve, if any, pursuant to the provisions of *N.J.S.A. 40A:20-13* and *15* as well as any excess Net Profits. For purposes of rendering a final accounting the date of Termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

13.06 Conventional Taxes - Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Property and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Township.

ARTICLE 14. MISCELLANEOUS

14.01 Conflict - The parties agree that in the event of a conflict between the Application and this Agreement, the language in this Agreement shall govern and prevail.

14.02 Oral Representations - There have been no oral representations made by either of the parties hereto which are not contained in this Agreement.

14.03 Entire Document - All conditions in the Ordinance are incorporated in this Agreement and made a part hereof. This Financial Agreement, the Ordinance and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties hereto and delivered to each of them.

14.04 Good Faith - In their dealings with each other, the Parties agree that they shall act in good faith.

14.05 Recording - Upon the execution and delivery of this Agreement, the entire Agreement, including the Ordinance, shall be filed and recorded with the office of the Essex County Clerk by the Entity, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County as a municipal lien upon and a covenant running with the Property, including the Improvements related thereto.

14.06 Discharge - Upon the expiration of this Agreement in accordance with Section 3.01 hereof, or the early termination of this Agreement by the Entity in compliance with Section 3.02 hereof, the Township shall execute, upon the request of the Entity, a discharge of this Agreement in the form set forth as Exhibit 5 attached hereto. Upon execution of the discharge, the Entity may record same, at its sole cost and expense.

14.07 Financing Matters - The financial information required by the final paragraph of *N.J.S.A. 40A:20-9* is set forth in the Application.

14.08 Counterparts This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.09 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

14.10 Certification The Township Clerk shall certify to the Tax Assessor, pursuant to *N.J.S.A. 40A:20-1 2*, that a financial agreement with an urban renewal entity, i.e., the Entity, for the development of the Property, has been entered into and is in effect as required by *N.J.S.A. 40A:20-1 et seq.* Delivery by the Township Clerk to the Tax Assessor of a certified copy of the Ordinance adopted by the Governing Body approving the tax exemption described herein and this Financial Agreement shall constitute the required certification. Upon certification as required

hereunder and upon the Annual Service Charge Start Date, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Township Clerk until the expiration of the entitlement to exemption by the terms of this Financial Agreement or until the Tax Assessor has been duly notified by the clerk that the exemption has been terminated.

Further, upon the adoption of this Financial Agreement, a certified copy of the Ordinance adopted by the Governing Body approving the tax exemption described herein and this Financial Agreement shall forthwith be transmitted to the Director of the Division of Local Government Services by the Township Clerk.

IN WITNESS WHEREOF, the Parties have caused this Financial Agreement to be executed as of the day and year first above written.

Witness or Attest:	
	GREEN ESSEX PARTNERS URBAN RENEWAL LLC By: Name: _____ Title: _____
	TOWNSHIP OF WEST ORANGE By: Name: _____ Title: _____

STATE OF NEW JERSEY,
SS:
COUNTY OF ESSEX

I CERTIFY that on _____, 20____,
_____personally came before me and stated to my satisfaction that this
person (or if more than one, each person):

(a) was the maker of the attached instrument;

(b) was authorized and did execute this instrument as _____ of the
Township of West Orange; and

(c) executed the instrument as the act of the Township of West Orange.

Notary Public

STATE OF NEW JERSEY,
SS:
COUNTY OF ESSEX

I CERTIFY that on _____, 20____,
_____personally came before me and stated to my satisfaction that this
person (or if more than one, each person):

(a) was the maker of the attached instrument;

(b) was authorized and did execute this instrument as _____ of
GREEN ESSEX PARTNERS URBAN RENEWAL LLC; and

(c) executed the instrument as the act of **GREEN ESSEX PARTNERS URBAN
RENEWAL LLC**.

Notary Public

EXHIBIT 1

Ordinance

DRAFT

EXHIBIT 2

Application for Long Term Tax Exemption

DRAFT

EXHIBIT 3

Entity Certificate of Formation

DRAFT

EXHIBIT 4

The Financial Plan for the Undertaking of the Project

DRAFT

Form of Discharge of Financial Agreement

Discharge of Financial Agreement

STATE OF NEW JERSEY,
SS:
COUNTY OF ESSEX

I CERTIFY that on _____, 20____ personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;

(b) was authorized and did execute this instrument as _____ of the Township of West Orange; and

(c) executed the instrument as the act of the Township of West Orange.

Notary Public

STATE OF NEW JERSEY,
SS:
COUNTY OF ESSEX

I CERTIFY that on _____, 20____ personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;

(b) was authorized and did execute this instrument as _____ of **GREEN ESSEX PARTNERS URBAN RENEWAL LLC**; and

(c) executed the instrument as the act of **GREEN ESSEX PARTNERS URBAN RENEWAL LLC**.

Notary Public

CGN
FILED**OCT 3 2019****STATE TREASURER**
0600459786

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
GREEN ESSEX PARTNERS LLC**

This Certificate of Amendment of Certificate of Formation is made by an authorized person in accordance with the New Jersey Revised Uniform Limited Liability Company Act (N.J.S.A. 42:2C-1 et seq.).

1. The name of the limited liability company is **GREEN ESSEX PARTNERS LLC**. The entity identification number is 0600459786.

2. The Certificate of Formation of the Company was filed on May 6, 2019, and is hereby amended and restated as follows:

"1. The name of the limited liability company is:

GREEN ESSEX PARTNERS URBAN RENEWAL LLC

(referred to below as the "Company")

2. The address of the Company's initial registered office in New Jersey is c/o BNE Real Estate Group, 16 Microlab Road, Suite A, Livingston, New Jersey 07039. The Company's initial registered agent at that address is Larry Pantirer.

3. The term of the Company shall be perpetual.

4. The purpose for which the Company is organized shall be to operate under P.L.1991, c.431 (C.40A:20-1 et seq.), and to initiate and conduct projects for the redevelopment of a redevelopment area in the Township of West Orange (the "Municipality") pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the Municipality, to acquire, plan, develop, construct, alter, maintain, or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L.1991, c.431 (C.40A:20-1 et seq.).

5. So long as the Company is obligated under the Financial Agreement with the Municipality made pursuant to P.L.1991, c.431 (C.40A:20-1 et seq.), it shall engage in no business other than the ownership, operation and management of the project.

6. The Company declares that (a) it has been organized to serve a public purpose; (b) its operations shall be directed toward: (i) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; (ii) the acquisition, management and operation of a project, redevelopment relocation housing project, or low and moderate income housing project under P.L.1991, c.431 (C.40A:20-1 et seq.); and (c) it shall be subject to regulation by the Municipality, and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to P.L.1991, c.431 (C.40A:20-1 et seq.).

7. The Company shall not voluntarily transfer more than ten (10%) percent of its ownership in the project or any portion thereof undertaken by it under P.L.1991, c.431 (C.40A:20-1 et seq.), until: (i) the Company has first removed both itself and the project from all restrictions of P.L.1991, c.431 (C.40A:20-1 et seq.) in the manner required by P.L.1991, c.431 (C.40A:20-1 et seq.); and (ii) if the project includes housing units, the Company has obtained the consent of the Commissioner of Community Affairs to such transfer, with the exception of transfer to another urban renewal entity, as approved by the Municipality, which other urban renewal entity shall assume all contractual obligations of the transferor entity under the Financial Agreement with the Municipality.

8. The Company shall file annually with the municipal governing body a disclosure of the persons having an ownership interest in the project, and of the extent of the ownership interest of each.

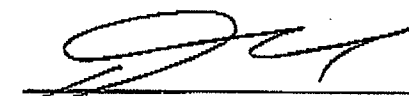
9. Nothing herein shall prohibit any transfer of the ownership interest in the Company itself provided that the transfer, if greater than 10%, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the Municipality in advance of the annual disclosure statement referred to above.

10. The Company is subject to the provisions of section 18 of P.L.1991, c.431 (C.40A:20-18) respecting the powers of the Municipality to alleviate financial difficulties of the Company or to perform actions on behalf of the Company upon a determination of financial emergency.

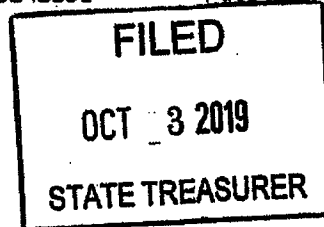
11. Any housing units constructed or acquired by the Company shall be managed subject to the supervision of, and rules adopted by, the Commissioner of Community Affairs.

12. This Certificate shall be effective upon its filing in the Commercial Recording Division of the office of the New Jersey Department of Treasury."

IN WITNESS WHEREOF, the undersigned duly authorized person has executed this Certificate of Amendment this 15th day of August, 2019.



Jonathan Schwartz
Authorized Person



LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

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UNIT OVERVIEW

Unit Type	Description	No. Units	Mix	Net Unit SF	Total Net SF	Monthly Rents	Rent/SF	Total Monthly Rents	Total Annual Rents
MARKET RATE									
A1	1BR 1BA	200	47.1%	800	160,000	\$2,240	\$2.80	\$448,000	\$5,376,000
B1	2BR 2BA	161	37.9%	1,200	193,200	\$2,820	\$2.35	\$454,020	\$5,448,240
AFFORDABLE									
A1	1BR 1BA	15	3.5%	650	9,750	\$715	\$1.10	\$10,725	\$128,700
B1	2BR 1BA	34	8.0%	800	27,200	\$880	\$1.10	\$29,920	\$359,040
B1	3BR 1BA	15	3.5%	950	14,250	\$1,045	\$1.10	\$15,675	\$188,100
Totals		425	100%		404,400			\$958,340	\$11,500,080
Averages				952		\$2,254.92	\$2.37		

Parking	500
Garage	400
Surface	900

2.12x

SF Calculation	Net Resident	80.2%	404,400
	Circulation		100,000
	TOTAL (w/out garage)		504,400



October 2nd , 2019

The Township of West Orange
66 Main Street
West Orange, NJ 07052

Re: Green Essex Partners Urban Renewal, LLC
Application for Tax Exemption
100 & 200 Executive Drive
West Orange, New Jersey

To Whom It May Concern:

As requested by Green Essex Partners Urban Renewal, LLC, I have reviewed the attached estimate of costs which includes a cost per unit estimate for the proposed development of the Project as it is described in the accompanying application for a long-term tax exemption. The budget includes all anticipated costs associated with design and construction of the project, together with all anticipated applicable contingencies.

I feel that to the best of my professional knowledge that the costs listed in the attached estimate are reasonably accurate and are in line with recent design and construction cost data.

If you require any additional information, please call.

Very truly yours,

A handwritten signature in blue ink that reads "Charles Thomas, Jr." with a stylized flourish at the end.

Charles Thomas, Jr. PE
New Jersey Professional Engineer Lic. No. 39244
cthomas@BNerealestate.com



cc:

Jonathan Schwartz

**Executive Drive Redevelopment
West Orange, NJ**

**TOTAL PROJECT COST-ESTIMATE
Total Project Cost Pursuant to N.J.S.A. 40A:20-3(h)**

"Total project unit cost" or "total project cost", commonly referred to as "TPC", means the aggregate of the following items as related to the total project, if the project is not undertaken in units, all of which may be limited by, and approved as part of the financial agreement under the Long-Term Tax Exemption law, N.J.S.A. 40A:20-3(h), as amended.

	Total	Per Unit
1-Cost of land (and initial property acquisition) by the URE.	\$24,250,000	\$57,058
2-Architect, engineer and attorney fees incurred in connection with the planning and construction of the project.	\$2,735,000	\$6,435
3-Surveying and testing charges incurred in connection with the planning and construction of the project.	0	
4a-Actual construction costs which the Entity shall cause, within ninety days of project completion, to be certified by an independent and qualified architect or engineer.	\$78,346,500	\$184,344
4b-Actual construction costs paid as a result of City required off-site improvements which the Entity shall cause, within ninety days of project completion, to be certified by an independent and qualified architect or engineer.	\$2,500,000	\$5,882
5-Insurance, interest and financing during construction.	\$7,060,000	\$16,611
6-Cost of obtaining initial permanent financing.	\$300,000	\$705
7-Commissions and other expenses.	\$2,500,000	\$5,882
8-Real estate taxes and assessments paid during the construction period.	\$1,750,000	\$4,170
Project Cost Without Redeveloper's Overhead	\$117,691,500	
Redeveloper's Overhead (5%, in statutory stages)	\$5,884,575	\$13,846
Total Project Cost with Redeveloper's Overhead	\$125,326,075	\$294,884

Note: The above is subject to market conditions and a final accounting of environmental remediation costs. The above includes the cost of the parking structure.

OF WEST ORANGE EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF PERSONNEL.

Ordinance xxxx-19

AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF PERSONNEL.

BE IT ORDAINED by the Township Council of the Township of West Orange as follows:

SECTION 1. That: an ordinance adopting and creating the reclassification and salary schedules of certain Township of West Orange Municipal employees, setting a salary guide and establishing the employee's status as a Township employee and under the guidelines of the New Jersey Department of Personnel as filed in the office of the Municipal Clerk for the following positions:

SEE	APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME
SEE	APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES
SEE	APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS
SEE	APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS
SEE	APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY
SEE	APPENDIX 6 - SALARY RANGES - STIPENDS
SEE	APPENDIX 7 - SALARY RANGES - UNIFORM TITLES - FIRE SUPERIORS
SEE	APPENDIX 8 - SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS
SEE	APPENDIX 9 - SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS
SEE	APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE

SECTION 2. All terms and conditions included in any authorized collective bargaining agreements and/or employment contracts are hereby included in SECTION 1 above.

SECTION 3. All part time employee hourly rates are determined by dividing the Minimum and Maximum rates by the # of annual hours a full time employee would work for that position using the salaries identified in Section 1 above.

SECTION 4. Part time employees have no annual increment for their hourly rate in Section 1 above.

SECTION 5. This ordinance and the titles and salary ranges herein provided shall become effective on the dates specified and as indicated above in SECTION 1. Where the specified timeframes have expired, the salary range specified in the latest timeframe will remain in effect until a new reange is adopted by Ordinance.

SECTION 6. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 7. This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL PRESIDENT

Introduced: May 29, 2019

Adopted:

Approved as to form and legality on the basis of the facts set forth.

Karen J. Carnevale, Municipal, Clerk

LEGISLATIVE HISTORY

This Ordinance is to reflect:

The adoption of the two Teamsters 2018-2022 Collective Bargaining Agreements.

Add new position Tenant Relations Assistant Prepare for a retirement

Error Correction Technical Assistant to the Construction Official/Construction Department

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Accountant															
AU10010	0.00%	1/1/2018	12/31/2018	19,008	27,899	36,790	45,681	54,572	63,463	72,354	6	8,891	1,820	10.44	39.75
AU10010	1.00%	1/1/2019	12/31/2019	19,198	28,178	37,158	46,138	55,118	64,098	73,077	6	8,980	1,820	10.55	40.15
AU10010	1.50%	1/1/2020	6/30/2020	19,486	28,601	37,715	46,830	55,944	65,059	74,174	6	9,115	1,820	10.71	40.75
AU10010	1.50%	7/1/2020	12/31/2020	19,778	29,030	38,281	47,532	56,784	66,035	75,286	6	9,251	1,820	10.87	41.37
AU10010	1.50%	1/1/2021	6/30/2021	20,075	29,465	38,855	48,245	57,635	67,025	76,416	6	9,390	1,820	11.03	41.99
AU10010	1.50%	7/1/2021	12/31/2021	20,376	29,907	39,438	48,969	58,500	68,031	77,562	6	9,531	1,820	11.20	42.62
AU10010	1.50%	1/1/2022	6/30/2022	20,682	30,356	40,030	49,704	59,377	69,051	78,725	6	9,674	1,820	11.36	43.26
AU10010	1.50%	7/1/2022	12/31/2022	20,992	30,811	40,630	50,449	60,268	70,087	79,906	6	9,819	1,820	11.53	43.90
Administrative Analyst															
AU10020	0.00%	1/1/2018	12/31/2018	31,680	41,257	50,834	60,410	69,987	79,564	89,141	6	9,577	1,820	17.41	48.98
AU10020	1.00%	1/1/2019	12/31/2019	31,997	41,669	51,342	61,015	70,687	80,360	90,032	6	9,673	1,820	17.58	49.47
AU10020	1.50%	1/1/2020	6/30/2020	32,477	42,295	52,112	61,930	71,747	81,565	91,383	6	9,818	1,820	17.84	50.21
AU10020	1.50%	7/1/2020	12/31/2020	32,964	42,929	52,894	62,859	72,824	82,788	92,753	6	9,965	1,820	18.11	50.96
AU10020	1.50%	1/1/2021	6/30/2021	33,459	43,573	53,687	63,802	73,916	84,030	94,145	6	10,114	1,820	18.38	51.73
AU10020	1.50%	7/1/2021	12/31/2021	33,960	44,226	54,493	64,759	75,025	85,291	95,557	6	10,266	1,820	18.66	52.50
AU10020	1.50%	1/1/2022	6/30/2022	34,470	44,890	55,310	65,730	76,150	86,570	96,990	6	10,420	1,820	18.94	53.29
AU10020	1.50%	7/1/2022	12/31/2022	34,987	45,563	56,140	66,716	77,292	87,869	98,445	6	10,576	1,820	19.22	54.09
Administrative Clerk															
AU10030	0.00%	1/1/2018	12/31/2018	19,008	28,129	37,249	46,369	55,490	64,610	73,731	6	9,120	1,820	10.44	40.51
AU10030	1.00%	1/1/2019	12/31/2019	19,198	28,410	37,621	46,833	56,045	65,256	74,468	6	9,212	1,820	10.55	40.92
AU10030	1.50%	1/1/2020	6/30/2020	19,486	28,836	38,186	47,536	56,885	66,235	75,585	6	9,350	1,820	10.71	41.53
AU10030	1.50%	7/1/2020	12/31/2020	19,778	29,268	38,759	48,249	57,739	67,229	76,719	6	9,490	1,820	10.87	42.15
AU10030	1.50%	1/1/2021	6/30/2021	20,075	29,708	39,340	48,972	58,605	68,237	77,869	6	9,632	1,820	11.03	42.79
AU10030	1.50%	7/1/2021	12/31/2021	20,376	30,153	39,930	49,707	59,484	69,261	79,037	6	9,777	1,820	11.20	43.43
AU10030	1.50%	1/1/2022	6/30/2022	20,682	30,605	40,529	50,452	60,376	70,300	80,223	6	9,924	1,820	11.36	44.08
AU10030	1.50%	7/1/2022	12/31/2022	20,992	31,065	41,137	51,209	61,282	71,354	81,426	6	10,072	1,820	11.53	44.74
Administrative Clerk/HR Coordinator															
AU10040	0.00%	1/1/2018	12/31/2018	19,008	29,002	38,996	48,990	58,984	68,977	78,971	6	9,994	1,820	10.44	43.39
AU10040	1.00%	1/1/2019	12/31/2019	19,198	29,292	39,386	49,480	59,573	69,667	79,761	6	10,094	1,820	10.55	43.82
AU10040	1.50%	1/1/2020	6/30/2020	19,486	29,731	39,977	50,222	60,467	70,712	80,957	6	10,245	1,820	10.71	44.48
AU10040	1.50%	7/1/2020	12/31/2020	19,778	30,177	40,576	50,975	61,374	71,773	82,172	6	10,399	1,820	10.87	45.15
AU10040	1.50%	1/1/2021	6/30/2021	20,075	30,630	41,185	51,740	62,295	72,850	83,404	6	10,555	1,820	11.03	45.83
AU10040	1.50%	7/1/2021	12/31/2021	20,376	31,089	41,803	52,516	63,229	73,942	84,655	6	10,713	1,820	11.20	46.51
AU10040	1.50%	1/1/2022	6/30/2022	20,682	31,556	42,430	53,304	64,178	75,051	85,925	6	10,874	1,820	11.36	47.21
AU10040	1.50%	7/1/2022	12/31/2022	20,992	32,029	43,066	54,103	65,140	76,177	87,214	6	11,037	1,820	11.53	47.92

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Administrative Secretary															
AU10050	0.00%	1/1/2018	12/31/2018	19,008	28,129	37,249	46,369	55,490	64,610	73,731	6	9,120	1,820	10.44	40.51
AU10050	1.00%	1/1/2019	12/31/2019	19,198	28,410	37,621	46,833	56,045	65,256	74,468	6	9,212	1,820	10.55	40.92
AU10050	1.50%	1/1/2020	6/30/2020	19,486	28,836	38,186	47,536	56,885	66,235	75,585	6	9,350	1,820	10.71	41.53
AU10050	1.50%	7/1/2020	12/31/2020	19,778	29,268	38,759	48,249	57,739	67,229	76,719	6	9,490	1,820	10.87	42.15
AU10050	1.50%	1/1/2021	6/30/2021	20,075	29,708	39,340	48,972	58,605	68,237	77,869	6	9,632	1,820	11.03	42.79
AU10050	1.50%	7/1/2021	12/31/2021	20,376	30,153	39,930	49,707	59,484	69,261	79,037	6	9,777	1,820	11.20	43.43
AU10050	1.50%	1/1/2022	6/30/2022	20,682	30,605	40,529	50,452	60,376	70,300	80,223	6	9,924	1,820	11.36	44.08
AU10050	1.50%	7/1/2022	12/31/2022	20,992	31,065	41,137	51,209	61,282	71,354	81,426	6	10,072	1,820	11.53	44.74
Administrative Secretary/Registrar of Vital Statistics															
AU10060	0.00%	1/1/2018	12/31/2018	24,288	33,409	42,529	51,649	60,770	69,890	79,010	6	9,120	1,820	13.35	43.41
AU10060	1.00%	1/1/2019	12/31/2019	24,531	33,743	42,954	52,166	61,377	70,589	79,800	6	9,212	1,820	13.48	43.85
AU10060	1.50%	1/1/2020	6/30/2020	24,899	34,249	43,598	52,948	62,298	71,648	80,997	6	9,350	1,820	13.68	44.50
AU10060	1.50%	7/1/2020	12/31/2020	25,272	34,762	44,252	53,742	63,232	72,722	82,212	6	9,490	1,820	13.89	45.17
AU10060	1.50%	1/1/2021	6/30/2021	25,652	35,284	44,916	54,549	64,181	73,813	83,446	6	9,632	1,820	14.09	45.85
AU10060	1.50%	7/1/2021	12/31/2021	26,036	35,813	45,590	55,367	65,144	74,920	84,697	6	9,777	1,820	14.31	46.54
AU10060	1.50%	1/1/2022	6/30/2022	26,427	36,350	46,274	56,197	66,121	76,044	85,968	6	9,923	1,820	14.52	47.24
AU10060	1.50%	7/1/2022	12/31/2022	26,823	36,896	46,968	57,040	67,113	77,185	87,257	6	10,072	1,820	14.74	47.94
Animal Attendant															
AU10070	0.00%	1/1/2018	12/31/2018	25,598	30,253	34,909	39,565	44,220	48,876	53,532	6	4,656	1,820	14.06	29.41
AU10070	1.00%	1/1/2019	12/31/2019	25,854	30,556	35,258	39,960	44,662	49,365	54,067	6	4,702	1,820	14.21	29.71
AU10070	1.50%	1/1/2020	6/30/2020	26,241	31,014	35,787	40,560	45,332	50,105	54,878	6	4,773	1,820	14.42	30.15
AU10070	1.50%	7/1/2020	12/31/2020	26,635	31,479	36,324	41,168	46,012	50,857	55,701	6	4,844	1,820	14.63	30.60
AU10070	1.50%	1/1/2021	6/30/2021	27,035	31,952	36,869	41,786	46,703	51,620	56,537	6	4,917	1,820	14.85	31.06
AU10070	1.50%	7/1/2021	12/31/2021	27,440	32,431	37,422	42,412	47,403	52,394	57,385	6	4,991	1,820	15.08	31.53
AU10070	1.50%	1/1/2022	6/30/2022	27,852	32,917	37,983	43,048	48,114	53,180	58,245	6	5,066	1,820	15.30	32.00
AU10070	1.50%	7/1/2022	12/31/2022	28,269	33,411	38,553	43,694	48,836	53,977	59,119	6	5,142	1,820	15.53	32.48
Animal Control Officer															
AU10080	0.00%	1/1/2018	12/31/2018	19,008	27,077	35,145	43,213	51,282	59,350	67,419	6	8,068	1,820	10.44	37.04
AU10080	1.00%	1/1/2019	12/31/2019	19,198	27,347	35,496	43,646	51,795	59,944	68,093	6	8,149	1,820	10.55	37.41
AU10080	1.50%	1/1/2020	6/30/2020	19,486	27,758	36,029	44,300	52,572	60,843	69,114	6	8,271	1,820	10.71	37.97
AU10080	1.50%	7/1/2020	12/31/2020	19,778	28,174	36,569	44,965	53,360	61,756	70,151	6	8,395	1,820	10.87	38.54
AU10080	1.50%	1/1/2021	6/30/2021	20,075	28,596	37,118	45,639	54,161	62,682	71,203	6	8,521	1,820	11.03	39.12
AU10080	1.50%	7/1/2021	12/31/2021	20,376	29,025	37,675	46,324	54,973	63,622	72,271	6	8,649	1,820	11.20	39.71
AU10080	1.50%	1/1/2022	6/30/2022	20,682	29,461	38,240	47,019	55,798	64,576	73,355	6	8,779	1,820	11.36	40.31
AU10080	1.50%	7/1/2022	12/31/2022	20,992	29,903	38,813	47,724	56,635	65,545	74,456	6	8,911	1,820	11.53	40.91

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Animal Control Officer															
AU10090	0.00%	1/1/2018	12/31/2018	31,680	36,142	40,604	45,067	49,529	53,991	58,453	6	4,462	1,820	17.41	32.12
AU10090	1.00%	1/1/2019	12/31/2019	31,997	36,504	41,010	45,517	50,024	54,531	59,038	6	4,507	1,820	17.58	32.44
AU10090	1.50%	1/1/2020	6/30/2020	32,477	37,051	41,626	46,200	50,774	55,349	59,923	6	4,574	1,820	17.84	32.92
AU10090	1.50%	7/1/2020	12/31/2020	32,964	37,607	42,250	46,893	51,536	56,179	60,822	6	4,643	1,820	18.11	33.42
AU10090	1.50%	1/1/2021	6/30/2021	33,459	38,171	42,884	47,596	52,309	57,022	61,734	6	4,713	1,820	18.38	33.92
AU10090	1.50%	7/1/2021	12/31/2021	33,960	38,744	43,527	48,310	53,094	57,877	62,660	6	4,783	1,820	18.66	34.43
AU10090	1.50%	1/1/2022	6/30/2022	34,470	39,325	44,180	49,035	53,890	58,745	63,600	6	4,855	1,820	18.94	34.95
AU10090	1.50%	7/1/2022	12/31/2022	34,987	39,915	44,843	49,771	54,698	59,626	64,554	6	4,928	1,820	19.22	35.47
Assistant Construction Official/Building Sub Code O															
AU10100	0.00%	1/1/2018	12/31/2018	21,120	31,388	41,656	51,924	62,192	72,460	82,728	6	10,268	1,820	11.60	45.45
AU10100	1.00%	1/1/2019	12/31/2019	21,331	31,702	42,072	52,443	62,814	73,184	83,555	6	10,371	1,820	11.72	45.91
AU10100	1.50%	1/1/2020	6/30/2020	21,651	32,177	42,704	53,230	63,756	74,282	84,808	6	10,526	1,820	11.90	46.60
AU10100	1.50%	7/1/2020	12/31/2020	21,976	32,660	43,344	54,028	64,712	75,396	86,080	6	10,684	1,820	12.07	47.30
AU10100	1.50%	1/1/2021	6/30/2021	22,306	33,150	43,994	54,839	65,683	76,527	87,371	6	10,844	1,820	12.26	48.01
AU10100	1.50%	7/1/2021	12/31/2021	22,640	33,647	44,654	55,661	66,668	77,675	88,682	6	11,007	1,820	12.44	48.73
AU10100	1.50%	1/1/2022	6/30/2022	22,980	34,152	45,324	56,496	67,668	78,840	90,012	6	11,172	1,820	12.63	49.46
AU10100	1.50%	7/1/2022	12/31/2022	23,325	34,664	46,004	57,344	68,683	80,023	91,362	6	11,340	1,820	12.82	50.20
Assistant Head Nurse															
AU10110	0.00%	1/1/2018	12/31/2018	42,240	47,328	52,416	57,504	62,591	67,679	72,767	6	5,088	1,820	23.21	39.98
AU10110	1.00%	1/1/2019	12/31/2019	42,663	47,801	52,940	58,079	63,217	68,356	73,495	6	5,139	1,820	23.44	40.38
AU10110	1.50%	1/1/2020	6/30/2020	43,303	48,518	53,734	58,950	64,166	69,381	74,597	6	5,216	1,820	23.79	40.99
AU10110	1.50%	7/1/2020	12/31/2020	43,952	49,246	54,540	59,834	65,128	70,422	75,716	6	5,294	1,820	24.15	41.60
AU10110	1.50%	1/1/2021	6/30/2021	44,611	49,985	55,358	60,732	66,105	71,478	76,852	6	5,373	1,820	24.51	42.23
AU10110	1.50%	7/1/2021	12/31/2021	45,281	50,735	56,189	61,643	67,097	72,551	78,005	6	5,454	1,820	24.88	42.86
AU10110	1.50%	1/1/2022	6/30/2022	45,960	51,496	57,031	62,567	68,103	73,639	79,175	6	5,536	1,820	25.25	43.50
AU10110	1.50%	7/1/2022	12/31/2022	46,649	52,268	57,887	63,506	69,125	74,743	80,362	6	5,619	1,820	25.63	44.16
Assistant Health Officer															
AU10120	0.00%	1/1/2018	12/31/2018	23,232	36,407	49,582	62,757	75,933	89,108	102,283	6	13,175	1,820	12.76	56.20
AU10120	1.00%	1/1/2019	12/31/2019	23,464	36,771	50,078	63,385	76,692	89,999	103,306	6	13,307	1,820	12.89	56.76
AU10120	1.50%	1/1/2020	6/30/2020	23,816	37,323	50,829	64,336	77,842	91,349	104,855	6	13,506	1,820	13.09	57.61
AU10120	1.50%	7/1/2020	12/31/2020	24,174	37,883	51,592	65,301	79,010	92,719	106,428	6	13,709	1,820	13.28	58.48
AU10120	1.50%	1/1/2021	6/30/2021	24,536	38,451	52,366	66,280	80,195	94,110	108,024	6	13,915	1,820	13.48	59.35
AU10120	1.50%	7/1/2021	12/31/2021	24,904	39,028	53,151	67,275	81,398	95,521	109,645	6	14,123	1,820	13.68	60.24
AU10120	1.50%	1/1/2022	6/30/2022	25,278	39,613	53,948	68,284	82,619	96,954	111,289	6	14,335	1,820	13.89	61.15
AU10120	1.50%	7/1/2022	12/31/2022	25,657	40,207	54,758	69,308	83,858	98,409	112,959	6	14,550	1,820	14.10	62.07

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Municipal Engineer															
AU10130	0.00%	1/1/2018	12/31/2018	27,456	43,498	59,539	75,581	91,623	107,664	123,706	6	16,042	1,820	15.09	67.97
AU10130	1.00%	1/1/2019	12/31/2019	27,731	43,933	60,135	76,337	92,539	108,741	124,943	6	16,202	1,820	15.24	68.65
AU10130	1.50%	1/1/2020	6/30/2020	28,147	44,592	61,037	77,482	93,927	110,372	126,817	6	16,445	1,820	15.47	69.68
AU10130	1.50%	7/1/2020	12/31/2020	28,569	45,261	61,952	78,644	95,336	112,027	128,719	6	16,692	1,820	15.70	70.72
AU10130	1.50%	1/1/2021	6/30/2021	28,997	45,939	62,882	79,824	96,766	113,708	130,650	6	16,942	1,820	15.93	71.79
AU10130	1.50%	7/1/2021	12/31/2021	29,432	46,629	63,825	81,021	98,217	115,413	132,610	6	17,196	1,820	16.17	72.86
AU10130	1.50%	1/1/2022	6/30/2022	29,874	47,328	64,782	82,236	99,691	117,145	134,599	6	17,454	1,820	16.41	73.96
AU10130	1.50%	7/1/2022	12/31/2022	30,322	48,038	65,754	83,470	101,186	118,902	136,618	6	17,716	1,820	16.66	75.06
Assistant Municipal Tax Collector															
AU10140	0.00%	1/1/2018	12/31/2018	19,008	27,959	36,909	45,860	54,810	63,761	72,711	6	8,950	1,820	10.44	39.95
AU10140	1.00%	1/1/2019	12/31/2019	19,198	28,238	37,278	46,318	55,358	64,398	73,438	6	9,040	1,820	10.55	40.35
AU10140	1.50%	1/1/2020	6/30/2020	19,486	28,662	37,837	47,013	56,189	65,364	74,540	6	9,176	1,820	10.71	40.96
AU10140	1.50%	7/1/2020	12/31/2020	19,778	29,092	38,405	47,718	57,031	66,345	75,658	6	9,313	1,820	10.87	41.57
AU10140	1.50%	1/1/2021	6/30/2021	20,075	29,528	38,981	48,434	57,887	67,340	76,793	6	9,453	1,820	11.03	42.19
AU10140	1.50%	7/1/2021	12/31/2021	20,376	29,971	39,566	49,160	58,755	68,350	77,945	6	9,595	1,820	11.20	42.83
AU10140	1.50%	1/1/2022	6/30/2022	20,682	30,421	40,159	49,898	59,636	69,375	79,114	6	9,739	1,820	11.36	43.47
AU10140	1.50%	7/1/2022	12/31/2022	20,992	30,877	40,762	50,646	60,531	70,416	80,300	6	9,885	1,820	11.53	44.12
Assistant Planner															
AU10150	0.00%	1/1/2018	12/31/2018	26,400	30,715	35,029	39,344	43,659	47,973	52,288	6	4,315	1,820	14.51	28.73
AU10150	1.00%	1/1/2019	12/31/2019	26,664	31,022	35,380	39,737	44,095	48,453	52,811	6	4,358	1,820	14.65	29.02
AU10150	1.50%	1/1/2020	6/30/2020	27,064	31,487	35,910	40,333	44,757	49,180	53,603	6	4,423	1,820	14.87	29.45
AU10150	1.50%	7/1/2020	12/31/2020	27,470	31,960	36,449	40,938	45,428	49,917	54,407	6	4,489	1,820	15.09	29.89
AU10150	1.50%	1/1/2021	6/30/2021	27,882	32,439	36,996	41,553	46,109	50,666	55,223	6	4,557	1,820	15.32	30.34
AU10150	1.50%	7/1/2021	12/31/2021	28,300	32,926	37,551	42,176	46,801	51,426	56,051	6	4,625	1,820	15.55	30.80
AU10150	1.50%	1/1/2022	6/30/2022	28,725	33,419	38,114	42,809	47,503	52,198	56,892	6	4,695	1,820	15.78	31.26
AU10150	1.50%	7/1/2022	12/31/2022	29,156	33,921	38,686	43,451	48,216	52,981	57,746	6	4,765	1,820	16.02	31.73
Assistant Purchasing Agent															
AU10160	0.00%	1/1/2018	12/31/2018	21,120	27,633	34,145	40,658	47,171	53,683	60,196	6	6,513	1,820	11.60	33.07
AU10160	1.00%	1/1/2019	12/31/2019	21,331	27,909	34,487	41,065	47,642	54,220	60,798	6	6,578	1,820	11.72	33.41
AU10160	1.50%	1/1/2020	6/30/2020	21,651	28,328	35,004	41,681	48,357	55,033	61,710	6	6,676	1,820	11.90	33.91
AU10160	1.50%	7/1/2020	12/31/2020	21,976	28,753	35,529	42,306	49,082	55,859	62,636	6	6,777	1,820	12.07	34.42
AU10160	1.50%	1/1/2021	6/30/2021	22,306	29,184	36,062	42,940	49,819	56,697	63,575	6	6,878	1,820	12.26	34.93
AU10160	1.50%	7/1/2021	12/31/2021	22,640	29,622	36,603	43,585	50,566	57,547	64,529	6	6,981	1,820	12.44	35.46
AU10160	1.50%	1/1/2022	6/30/2022	22,980	30,066	37,152	44,238	51,324	58,411	65,497	6	7,086	1,820	12.63	35.99
AU10160	1.50%	7/1/2022	12/31/2022	23,325	30,517	37,709	44,902	52,094	59,287	66,479	6	7,192	1,820	12.82	36.53

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Violations Clerk															
AU10170	0.00%	1/1/2018	12/31/2018	16,896	22,438	27,979	33,521	39,062	44,604	50,145	6	5,542	1,820	9.28	27.55
AU10170	1.00%	1/1/2019	12/31/2019	17,065	22,662	28,259	33,856	39,453	45,050	50,647	6	5,597	1,820	9.38	27.83
AU10170	1.50%	1/1/2020	6/30/2020	17,321	23,002	28,683	34,364	40,045	45,726	51,407	6	5,681	1,820	9.52	28.25
AU10170	1.50%	7/1/2020	12/31/2020	17,581	23,347	29,113	34,879	40,645	46,412	52,178	6	5,766	1,820	9.66	28.67
AU10170	1.50%	1/1/2021	6/30/2021	17,845	23,697	29,550	35,402	41,255	47,108	52,960	6	5,853	1,820	9.80	29.10
AU10170	1.50%	7/1/2021	12/31/2021	18,112	24,053	29,993	35,933	41,874	47,814	53,755	6	5,940	1,820	9.95	29.54
AU10170	1.50%	1/1/2022	6/30/2022	18,384	24,413	30,443	36,472	42,502	48,532	54,561	6	6,030	1,820	10.10	29.98
AU10170	1.50%	7/1/2022	12/31/2022	18,660	24,780	30,900	37,020	43,140	49,260	55,379	6	6,120	1,820	10.25	30.43
Building Inspector															
AU10180	0.00%	1/1/2018	12/31/2018	19,219	27,778	36,336	44,895	53,454	62,012	70,571	6	8,559	1,820	10.56	38.78
AU10180	1.00%	1/1/2019	12/31/2019	19,412	28,056	36,700	45,344	53,988	62,632	71,276	6	8,644	1,820	10.67	39.16
AU10180	1.50%	1/1/2020	6/30/2020	19,703	28,476	37,250	46,024	54,798	63,572	72,346	6	8,774	1,820	10.83	39.75
AU10180	1.50%	7/1/2020	12/31/2020	19,998	28,904	37,809	46,715	55,620	64,525	73,431	6	8,905	1,820	10.99	40.35
AU10180	1.50%	1/1/2021	6/30/2021	20,298	29,337	38,376	47,415	56,454	65,493	74,532	6	9,039	1,820	11.15	40.95
AU10180	1.50%	7/1/2021	12/31/2021	20,603	29,777	38,952	48,126	57,301	66,476	75,650	6	9,175	1,820	11.32	41.57
AU10180	1.50%	1/1/2022	6/30/2022	20,912	30,224	39,536	48,848	58,161	67,473	76,785	6	9,312	1,820	11.49	42.19
AU10180	1.50%	7/1/2022	12/31/2022	21,225	30,677	40,129	49,581	59,033	68,485	77,937	6	9,452	1,820	11.66	42.82
Building Sub code Official															
AU10190	0.00%	1/1/2018	12/31/2018	21,120	31,606	42,093	52,579	63,066	73,552	84,038	6	10,486	1,820	11.60	46.17
AU10190	1.00%	1/1/2019	12/31/2019	21,331	31,923	42,514	53,105	63,696	74,287	84,879	6	10,591	1,820	11.72	46.64
AU10190	1.50%	1/1/2020	6/30/2020	21,651	32,401	43,151	53,902	64,652	75,402	86,152	6	10,750	1,820	11.90	47.34
AU10190	1.50%	7/1/2020	12/31/2020	21,976	32,887	43,799	54,710	65,621	76,533	87,444	6	10,911	1,820	12.07	48.05
AU10190	1.50%	1/1/2021	6/30/2021	22,306	33,381	44,456	55,531	66,606	77,681	88,756	6	11,075	1,820	12.26	48.77
AU10190	1.50%	7/1/2021	12/31/2021	22,640	33,881	45,123	56,364	67,605	78,846	90,087	6	11,241	1,820	12.44	49.50
AU10190	1.50%	1/1/2022	6/30/2022	22,980	34,390	45,799	57,209	68,619	80,029	91,438	6	11,410	1,820	12.63	50.24
AU10190	1.50%	7/1/2022	12/31/2022	23,325	34,905	46,486	58,067	69,648	81,229	92,810	6	11,581	1,820	12.82	50.99
Chief REHS Public Health															
AU10200	0.00%	1/1/2018	12/31/2018	21,120	32,101	43,083	54,064	65,045	76,027	87,008	6	10,981	1,820	11.60	47.81
AU10200	1.00%	1/1/2019	12/31/2019	21,331	32,422	43,514	54,605	65,696	76,787	87,878	6	11,091	1,820	11.72	48.28
AU10200	1.50%	1/1/2020	6/30/2020	21,651	32,909	44,166	55,424	66,681	77,939	89,196	6	11,257	1,820	11.90	49.01
AU10200	1.50%	7/1/2020	12/31/2020	21,976	33,402	44,829	56,255	67,681	79,108	90,534	6	11,426	1,820	12.07	49.74
AU10200	1.50%	1/1/2021	6/30/2021	22,306	33,903	45,501	57,099	68,697	80,294	91,892	6	11,598	1,820	12.26	50.49
AU10200	1.50%	7/1/2021	12/31/2021	22,640	34,412	46,184	57,955	69,727	81,499	93,271	6	11,772	1,820	12.44	51.25
AU10200	1.50%	1/1/2022	6/30/2022	22,980	34,928	46,876	58,825	70,773	82,721	94,670	6	11,948	1,820	12.63	52.02
AU10200	1.50%	7/1/2022	12/31/2022	23,325	35,452	47,580	59,707	71,835	83,962	96,090	6	12,128	1,820	12.82	52.80

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Chief REHS Public Health/Information Technology															
AU10210	0.00%	1/1/2018	12/31/2018	52,800	60,104	67,408	74,712	82,016	89,321	96,625	6	7,304	1,820	29.01	53.09
AU10210	1.00%	1/1/2019	12/31/2019	53,328	60,705	68,082	75,460	82,837	90,214	97,591	6	7,377	1,820	29.30	53.62
AU10210	1.50%	1/1/2020	6/30/2020	54,128	61,616	69,104	76,591	84,079	91,567	99,055	6	7,488	1,820	29.74	54.43
AU10210	1.50%	7/1/2020	12/31/2020	54,940	62,540	70,140	77,740	85,340	92,940	100,540	6	7,600	1,820	30.19	55.24
AU10210	1.50%	1/1/2021	6/30/2021	55,764	63,478	71,192	78,906	86,620	94,335	102,049	6	7,714	1,820	30.64	56.07
AU10210	1.50%	7/1/2021	12/31/2021	56,601	64,430	72,260	80,090	87,920	95,750	103,579	6	7,830	1,820	31.10	56.91
AU10210	1.50%	1/1/2022	6/30/2022	57,450	65,397	73,344	81,291	89,239	97,186	105,133	6	7,947	1,820	31.57	57.77
AU10210	1.50%	7/1/2022	12/31/2022	58,311	66,378	74,444	82,511	90,577	98,644	106,710	6	8,066	1,820	32.04	58.63
Code Enforcement Officer															
AU10344	0.00%	1/1/2018	12/31/2018	19,008	27,195	35,382	43,569	51,756	59,943	68,130	6	8,187	1,820	10.44	37.43
AU10344	1.00%	1/1/2019	12/31/2019	23,238	31,507	39,776	48,045	56,313	64,582	72,851	6	8,269	1,820	12.77	40.03
AU10344	1.50%	1/1/2020	6/30/2020	23,587	31,980	40,372	48,765	57,158	65,551	73,944	6	8,393	1,820	12.96	40.63
AU10344	1.50%	7/1/2020	12/31/2020	23,941	32,459	40,978	49,497	58,015	66,534	75,053	6	8,519	1,820	13.15	41.24
AU10344	1.50%	1/1/2021	6/30/2021	24,300	32,946	41,593	50,239	58,886	67,532	76,179	6	8,646	1,820	13.35	41.86
AU10344	1.50%	7/1/2021	12/31/2021	24,664	33,440	42,217	50,993	59,769	68,545	77,321	6	8,776	1,820	13.55	42.48
AU10344	1.50%	1/1/2022	6/30/2022	25,034	33,942	42,850	51,758	60,665	69,573	78,481	6	8,908	1,820	13.76	43.12
AU10344	1.50%	7/1/2022	12/31/2022	25,410	34,451	43,493	52,534	61,575	70,617	79,658	6	9,041	1,820	13.96	43.77
Code Enforcement Officer Trainee															
AU10345	0.00%	1/1/2018	12/31/2018	21,000	26,500	32,000	37,500	43,000	48,500	54,000	6	5,500	1,820	11.54	29.67
AU10345	1.00%	1/1/2019	12/31/2019	25,250	30,805	36,360	41,915	47,470	53,025	58,580	6	5,555	1,820	13.87	32.19
AU10345	1.50%	1/1/2020	6/30/2020	25,629	31,267	36,905	42,544	48,182	53,820	59,459	6	5,638	1,820	14.08	32.67
AU10345	1.50%	7/1/2020	12/31/2020	26,013	31,736	37,459	43,182	48,905	54,628	60,351	6	5,723	1,820	14.29	33.16
AU10345	1.50%	1/1/2021	6/30/2021	26,403	32,212	38,021	43,830	49,638	55,447	61,256	6	5,809	1,820	14.51	33.66
AU10345	1.50%	7/1/2021	12/31/2021	26,799	32,695	38,591	44,487	50,383	56,279	62,175	6	5,896	1,820	14.72	34.16
AU10345	1.50%	1/1/2022	6/30/2022	27,201	33,186	39,170	45,154	51,139	57,123	63,107	6	5,984	1,820	14.95	34.67
AU10345	1.50%	7/1/2022	12/31/2022	27,609	33,684	39,758	45,832	51,906	57,980	64,054	6	6,074	1,820	15.17	35.19
Data Processing Coordinator															
AU10230	0.00%	1/1/2018	12/31/2018	19,008	28,634	38,260	47,885	57,511	67,137	76,763	6	9,626	1,820	10.44	42.18
AU10230	1.00%	1/1/2019	12/31/2019	19,198	28,920	38,642	48,364	58,086	67,808	77,531	6	9,722	1,820	10.55	42.60
AU10230	1.50%	1/1/2020	6/30/2020	19,486	29,354	39,222	49,090	58,958	68,826	78,693	6	9,868	1,820	10.71	43.24
AU10230	1.50%	7/1/2020	12/31/2020	19,778	29,794	39,810	49,826	59,842	69,858	79,874	6	10,016	1,820	10.87	43.89
AU10230	1.50%	1/1/2021	6/30/2021	20,075	30,241	40,407	50,574	60,740	70,906	81,072	6	10,166	1,820	11.03	44.55
AU10230	1.50%	7/1/2021	12/31/2021	20,376	30,695	41,014	51,332	61,651	71,969	82,288	6	10,319	1,820	11.20	45.21
AU10230	1.50%	1/1/2022	6/30/2022	20,682	31,155	41,629	52,102	62,576	73,049	83,522	6	10,473	1,820	11.36	45.89
AU10230	1.50%	7/1/2022	12/31/2022	20,992	31,623	42,253	52,884	63,514	74,145	84,775	6	10,631	1,820	11.53	46.58

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Data Processing Technician															
AU10240	0.00%	1/1/2018	12/31/2018	26,400	31,155	35,910	40,665	45,419	50,174	54,929	6	4,755	1,820	14.51	30.18
AU10240	1.00%	1/1/2019	12/31/2019	26,664	31,467	36,269	41,071	45,874	50,676	55,478	6	4,802	1,820	14.65	30.48
AU10240	1.50%	1/1/2020	6/30/2020	27,064	31,939	36,813	41,687	46,562	51,436	56,311	6	4,874	1,820	14.87	30.94
AU10240	1.50%	7/1/2020	12/31/2020	27,470	32,418	37,365	42,313	47,260	52,208	57,155	6	4,948	1,820	15.09	31.40
AU10240	1.50%	1/1/2021	6/30/2021	27,882	32,904	37,926	42,947	47,969	52,991	58,012	6	5,022	1,820	15.32	31.87
AU10240	1.50%	7/1/2021	12/31/2021	28,300	33,397	38,494	43,592	48,689	53,786	58,883	6	5,097	1,820	15.55	32.35
AU10240	1.50%	1/1/2022	6/30/2022	28,725	33,898	39,072	44,245	49,419	54,592	59,766	6	5,174	1,820	15.78	32.84
AU10240	1.50%	7/1/2022	12/31/2022	29,156	34,407	39,658	44,909	50,160	55,411	60,662	6	5,251	1,820	16.02	33.33
Deputy Municipal Clerk															
AU10250	0.00%	1/1/2018	12/31/2018	21,120	30,055	38,990	47,925	56,860	65,795	74,730	6	8,935	1,820	11.60	41.06
AU10250	1.00%	1/1/2019	12/31/2019	21,331	30,356	39,380	48,404	57,429	66,453	75,478	6	9,024	1,820	11.72	41.47
AU10250	1.50%	1/1/2020	6/30/2020	21,651	30,811	39,971	49,131	58,290	67,450	76,610	6	9,160	1,820	11.90	42.09
AU10250	1.50%	7/1/2020	12/31/2020	21,976	31,273	40,570	49,868	59,165	68,462	77,759	6	9,297	1,820	12.07	42.72
AU10250	1.50%	1/1/2021	6/30/2021	22,306	31,742	41,179	50,616	60,052	69,489	78,925	6	9,437	1,820	12.26	43.37
AU10250	1.50%	7/1/2021	12/31/2021	22,640	32,218	41,797	51,375	60,953	70,531	80,109	6	9,578	1,820	12.44	44.02
AU10250	1.50%	1/1/2022	6/30/2022	22,980	32,702	42,424	52,145	61,867	71,589	81,311	6	9,722	1,820	12.63	44.68
AU10250	1.50%	7/1/2022	12/31/2022	23,325	33,192	43,060	52,928	62,795	72,663	82,531	6	9,868	1,820	12.82	45.35
Deputy Municipal Court Administrator															
AU10260	0.00%	1/1/2018	12/31/2018	19,008	28,673	38,338	48,004	57,669	67,334	76,999	6	9,665	1,820	10.44	42.31
AU10260	1.00%	1/1/2019	12/31/2019	19,198	28,960	38,722	48,484	58,245	68,007	77,769	6	9,762	1,820	10.55	42.73
AU10260	1.50%	1/1/2020	6/30/2020	19,486	29,394	39,303	49,211	59,119	69,027	78,936	6	9,908	1,820	10.71	43.37
AU10260	1.50%	7/1/2020	12/31/2020	19,778	29,835	39,892	49,949	60,006	70,063	80,120	6	10,057	1,820	10.87	44.02
AU10260	1.50%	1/1/2021	6/30/2021	20,075	30,283	40,491	50,698	60,906	71,114	81,321	6	10,208	1,820	11.03	44.68
AU10260	1.50%	7/1/2021	12/31/2021	20,376	30,737	41,098	51,459	61,820	72,180	82,541	6	10,361	1,820	11.20	45.35
AU10260	1.50%	1/1/2022	6/30/2022	20,682	31,198	41,714	52,231	62,747	73,263	83,779	6	10,516	1,820	11.36	46.03
AU10260	1.50%	7/1/2022	12/31/2022	20,992	31,666	42,340	53,014	63,688	74,362	85,036	6	10,674	1,820	11.53	46.72
Deputy Registrar/Keyboarding Clerk 3															
AU10490	0.00%	1/1/2018	12/31/2018	25,592	31,093	36,594	42,094	47,595	53,096	58,597	6	5,501	1,820	14.06	32.20
AU10490	1.00%	1/1/2019	12/31/2019	25,848	31,404	36,960	42,515	48,071	53,627	59,182	6	5,556	1,820	14.20	32.52
AU10490	1.50%	1/1/2020	6/30/2020	26,236	31,875	37,514	43,153	48,792	54,431	60,070	6	5,639	1,820	14.42	33.01
AU10490	1.50%	7/1/2020	12/31/2020	26,629	32,353	38,077	43,800	49,524	55,248	60,971	6	5,724	1,820	14.63	33.50
AU10490	1.50%	1/1/2021	6/30/2021	27,029	32,838	38,648	44,457	50,267	56,076	61,886	6	5,810	1,820	14.85	34.00
AU10490	1.50%	7/1/2021	12/31/2021	27,434	33,331	39,227	45,124	51,021	56,917	62,814	6	5,897	1,820	15.07	34.51
AU10490	1.50%	1/1/2022	6/30/2022	27,846	33,831	39,816	45,801	51,786	57,771	63,756	6	5,985	1,820	15.30	35.03
AU10490	1.50%	7/1/2022	12/31/2022	28,263	34,338	40,413	46,488	52,563	58,638	64,713	6	6,075	1,820	15.53	35.56

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TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Drafting Technician															
AU10270	0.00%	1/1/2018	12/31/2018	16,896	22,755	28,614	34,472	40,331	46,190	52,048	6	5,859	1,820	9.28	28.60
AU10270	1.00%	1/1/2019	12/31/2019	17,065	22,982	28,900	34,817	40,734	46,652	52,569	6	5,917	1,820	9.38	28.88
AU10270	1.50%	1/1/2020	6/30/2020	17,321	23,327	29,333	35,339	41,345	47,351	53,357	6	6,006	1,820	9.52	29.32
AU10270	1.50%	7/1/2020	12/31/2020	17,581	23,677	29,773	35,869	41,965	48,062	54,158	6	6,096	1,820	9.66	29.76
AU10270	1.50%	1/1/2021	6/30/2021	17,845	24,032	30,220	36,407	42,595	48,782	54,970	6	6,188	1,820	9.80	30.20
AU10270	1.50%	7/1/2021	12/31/2021	18,112	24,393	30,673	36,953	43,234	49,514	55,795	6	6,280	1,820	9.95	30.66
AU10270	1.50%	1/1/2022	6/30/2022	18,384	24,759	31,133	37,508	43,882	50,257	56,632	6	6,375	1,820	10.10	31.12
AU10270	1.50%	7/1/2022	12/31/2022	18,660	25,130	31,600	38,070	44,541	51,011	57,481	6	6,470	1,820	10.25	31.58
Drafting Technician/CAD System Operator/Engineering Aide															
AU10280	0.00%	1/1/2018	12/31/2018	22,176	28,475	34,774	41,073	47,371	53,670	59,969	6	6,299	1,820	12.18	32.95
AU10280	1.00%	1/1/2019	12/31/2019	22,398	28,760	35,121	41,483	47,845	54,207	60,569	6	6,362	1,820	12.31	33.28
AU10280	1.50%	1/1/2020	6/30/2020	22,734	29,191	35,648	42,106	48,563	55,020	61,477	6	6,457	1,820	12.49	33.78
AU10280	1.50%	7/1/2020	12/31/2020	23,075	29,629	36,183	42,737	49,291	55,845	62,399	6	6,554	1,820	12.68	34.29
AU10280	1.50%	1/1/2021	6/30/2021	23,421	30,073	36,726	43,378	50,031	56,683	63,335	6	6,652	1,820	12.87	34.80
AU10280	1.50%	7/1/2021	12/31/2021	23,772	30,524	37,277	44,029	50,781	57,533	64,285	6	6,752	1,820	13.06	35.32
AU10280	1.50%	1/1/2022	6/30/2022	24,129	30,982	37,836	44,689	51,543	58,396	65,250	6	6,853	1,820	13.26	35.85
AU10280	1.50%	7/1/2022	12/31/2022	24,491	31,447	38,403	45,360	52,316	59,272	66,228	6	6,956	1,820	13.46	36.39
Drafting Technician/CAD System Operator															
AU10290	0.00%	1/1/2018	12/31/2018	22,176	28,035	33,894	39,752	45,611	51,470	57,328	6	5,859	1,820	12.18	31.50
AU10290	1.00%	1/1/2019	12/31/2019	22,398	28,315	34,233	40,150	46,067	51,984	57,902	6	5,917	1,820	12.31	31.81
AU10290	1.50%	1/1/2020	6/30/2020	22,734	28,740	34,746	40,752	46,758	52,764	58,770	6	6,006	1,820	12.49	32.29
AU10290	1.50%	7/1/2020	12/31/2020	23,075	29,171	35,267	41,363	47,460	53,556	59,652	6	6,096	1,820	12.68	32.78
AU10290	1.50%	1/1/2021	6/30/2021	23,421	29,609	35,796	41,984	48,171	54,359	60,547	6	6,188	1,820	12.87	33.27
AU10290	1.50%	7/1/2021	12/31/2021	23,772	30,053	36,333	42,614	48,894	55,174	61,455	6	6,280	1,820	13.06	33.77
AU10290	1.50%	1/1/2022	6/30/2022	24,129	30,504	36,878	43,253	49,627	56,002	62,377	6	6,375	1,820	13.26	34.27
AU10290	1.50%	7/1/2022	12/31/2022	24,491	30,961	37,431	43,902	50,372	56,842	63,312	6	6,470	1,820	13.46	34.79
Electrical Inspector															
AU10300	0.00%	1/1/2018	12/31/2018	19,219	27,280	35,341	43,402	51,463	59,524	67,584	6	8,061	1,820	10.56	37.13
AU10300	1.00%	1/1/2019	12/31/2019	19,412	27,553	35,694	43,836	51,977	60,119	68,260	6	8,141	1,820	10.67	37.51
AU10300	1.50%	1/1/2020	6/30/2020	19,703	27,966	36,230	44,493	52,757	61,021	69,284	6	8,264	1,820	10.83	38.07
AU10300	1.50%	7/1/2020	12/31/2020	19,998	28,386	36,773	45,161	53,548	61,936	70,323	6	8,388	1,820	10.99	38.64
AU10300	1.50%	1/1/2021	6/30/2021	20,298	28,812	37,325	45,838	54,352	62,865	71,378	6	8,513	1,820	11.15	39.22
AU10300	1.50%	7/1/2021	12/31/2021	20,603	29,244	37,885	46,526	55,167	63,808	72,449	6	8,641	1,820	11.32	39.81
AU10300	1.50%	1/1/2022	6/30/2022	20,912	29,682	38,453	47,224	55,994	64,765	73,536	6	8,771	1,820	11.49	40.40
AU10300	1.50%	7/1/2022	12/31/2022	21,225	30,128	39,030	47,932	56,834	65,736	74,639	6	8,902	1,820	11.66	41.01

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Electrical Sub code Official															
AU10310	0.00%	1/1/2018	12/31/2018	21,120	30,668	40,217	49,765	59,313	68,861	78,409	6	9,548	1,820	11.60	43.08
AU10310	1.00%	1/1/2019	12/31/2019	21,331	30,975	40,619	50,262	59,906	69,550	79,194	6	9,644	1,820	11.72	43.51
AU10310	1.50%	1/1/2020	6/30/2020	21,651	31,440	41,228	51,016	60,805	70,593	80,381	6	9,788	1,820	11.90	44.17
AU10310	1.50%	7/1/2020	12/31/2020	21,976	31,911	41,846	51,782	61,717	71,652	81,587	6	9,935	1,820	12.07	44.83
AU10310	1.50%	1/1/2021	6/30/2021	22,306	32,390	42,474	52,558	62,643	72,727	82,811	6	10,084	1,820	12.26	45.50
AU10310	1.50%	7/1/2021	12/31/2021	22,640	32,876	43,111	53,347	63,582	73,818	84,053	6	10,235	1,820	12.44	46.18
AU10310	1.50%	1/1/2022	6/30/2022	22,980	33,369	43,758	54,147	64,536	74,925	85,314	6	10,389	1,820	12.63	46.88
AU10310	1.50%	7/1/2022	12/31/2022	23,325	33,869	44,414	54,959	65,504	76,049	86,594	6	10,545	1,820	12.82	47.58
Field Representative/Health Education															
AU10320	0.00%	1/1/2018	12/31/2018	19,008	27,549	36,089	44,630	53,171	61,711	70,252	6	8,541	1,820	10.44	38.60
AU10320	1.00%	1/1/2019	12/31/2019	19,198	27,824	36,450	45,076	53,703	62,329	70,955	6	8,626	1,820	10.55	38.99
AU10320	1.50%	1/1/2020	6/30/2020	19,486	28,242	36,997	45,753	54,508	63,264	72,019	6	8,755	1,820	10.71	39.57
AU10320	1.50%	7/1/2020	12/31/2020	19,778	28,665	37,552	46,439	55,326	64,212	73,099	6	8,887	1,820	10.87	40.16
AU10320	1.50%	1/1/2021	6/30/2021	20,075	29,095	38,115	47,135	56,156	65,176	74,196	6	9,020	1,820	11.03	40.77
AU10320	1.50%	7/1/2021	12/31/2021	20,376	29,532	38,687	47,842	56,998	66,153	75,309	6	9,155	1,820	11.20	41.38
AU10320	1.50%	1/1/2022	6/30/2022	20,682	29,975	39,267	48,560	57,853	67,146	76,438	6	9,293	1,820	11.36	42.00
AU10320	1.50%	7/1/2022	12/31/2022	20,992	30,424	39,856	49,289	58,721	68,153	77,585	6	9,432	1,820	11.53	42.63
Field Representative/Housing Inspection															
AU10330	0.00%	1/1/2018	12/31/2018	19,008	25,698	32,389	39,079	45,769	52,460	59,150	6	6,690	1,820	10.44	32.50
AU10330	1.00%	1/1/2019	12/31/2019	24,248	31,005	37,763	44,520	51,277	58,034	64,792	6	6,757	1,820	13.32	35.60
AU10330	1.50%	1/1/2020	6/30/2020	24,612	31,471	38,329	45,188	52,046	58,905	65,763	6	6,859	1,820	13.52	36.13
AU10330	1.50%	7/1/2020	12/31/2020	24,981	31,943	38,904	45,866	52,827	59,788	66,750	6	6,961	1,820	13.73	36.68
AU10330	1.50%	1/1/2021	6/30/2021	25,356	32,422	39,488	46,554	53,619	60,685	67,751	6	7,066	1,820	13.93	37.23
AU10330	1.50%	7/1/2021	12/31/2021	25,736	32,908	40,080	47,252	54,424	61,596	68,767	6	7,172	1,820	14.14	37.78
AU10330	1.50%	1/1/2022	6/30/2022	26,122	33,402	40,681	47,961	55,240	62,520	69,799	6	7,279	1,820	14.35	38.35
AU10330	1.50%	7/1/2022	12/31/2022	26,514	33,903	41,291	48,680	56,069	63,457	70,846	6	7,389	1,820	14.57	38.93
Field Representative/Property Improvement															
AU10340	0.00%	1/1/2018	12/31/2018	19,008	27,195	35,382	43,569	51,756	59,943	68,130	6	8,187	1,820	10.44	37.43
AU10340	1.00%	1/1/2019	12/31/2019	24,248	32,517	40,786	49,055	57,323	65,592	73,861	6	8,269	1,820	13.32	40.58
AU10340	1.50%	1/1/2020	6/30/2020	24,612	33,005	41,398	49,790	58,183	66,576	74,969	6	8,393	1,820	13.52	41.19
AU10340	1.50%	7/1/2020	12/31/2020	24,981	33,500	42,018	50,537	59,056	67,575	76,093	6	8,519	1,820	13.73	41.81
AU10340	1.50%	1/1/2021	6/30/2021	25,356	34,002	42,649	51,295	59,942	68,588	77,235	6	8,646	1,820	13.93	42.44
AU10340	1.50%	7/1/2021	12/31/2021	25,736	34,512	43,288	52,065	60,841	69,617	78,393	6	8,776	1,820	14.14	43.07
AU10340	1.50%	1/1/2022	6/30/2022	26,122	35,030	43,938	52,846	61,753	70,661	79,569	6	8,908	1,820	14.35	43.72
AU10340	1.50%	7/1/2022	12/31/2022	26,514	35,555	44,597	53,638	62,680	71,721	80,763	6	9,041	1,820	14.57	44.38

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Field Representative/Property Improvement Bilingual															
AU10350	0.00%	1/1/2018	12/31/2018	19,008	27,195	35,382	43,569	51,756	59,943	68,130	6	8,187	1,820	10.44	37.43
AU10350	1.00%	1/1/2019	12/31/2019	24,248	32,517	40,786	49,055	57,323	65,592	73,861	6	8,269	1,820	13.32	40.58
AU10350	1.50%	1/1/2020	6/30/2020	24,612	33,005	41,398	49,790	58,183	66,576	74,969	6	8,393	1,820	13.52	41.19
AU10350	1.50%	7/1/2020	12/31/2020	24,981	33,500	42,018	50,537	59,056	67,575	76,093	6	8,519	1,820	13.73	41.81
AU10350	1.50%	1/1/2021	6/30/2021	25,356	34,002	42,649	51,295	59,942	68,588	77,235	6	8,646	1,820	13.93	42.44
AU10350	1.50%	7/1/2021	12/31/2021	25,736	34,512	43,288	52,065	60,841	69,617	78,393	6	8,776	1,820	14.14	43.07
AU10350	1.50%	1/1/2022	6/30/2022	26,122	35,030	43,938	52,846	61,753	70,661	79,569	6	8,908	1,820	14.35	43.72
AU10350	1.50%	7/1/2022	12/31/2022	26,514	35,555	44,597	53,638	62,680	71,721	80,763	6	9,041	1,820	14.57	44.38
Fire Prevention Specialist															
AU10360	0.00%	1/1/2018	12/31/2018	19,219	27,280	35,341	43,402	51,463	59,524	67,584	6	8,061	1,820	10.56	37.13
AU10360	1.00%	1/1/2019	12/31/2019	19,412	27,553	35,694	43,836	51,977	60,119	68,260	6	8,141	1,820	10.67	37.51
AU10360	1.50%	1/1/2020	6/30/2020	19,703	27,966	36,230	44,493	52,757	61,021	69,284	6	8,264	1,820	10.83	38.07
AU10360	1.50%	7/1/2020	12/31/2020	19,998	28,386	36,773	45,161	53,548	61,936	70,323	6	8,388	1,820	10.99	38.64
AU10360	1.50%	1/1/2021	6/30/2021	20,298	28,812	37,325	45,838	54,352	62,865	71,378	6	8,513	1,820	11.15	39.22
AU10360	1.50%	7/1/2021	12/31/2021	20,603	29,244	37,885	46,526	55,167	63,808	72,449	6	8,641	1,820	11.32	39.81
AU10360	1.50%	1/1/2022	6/30/2022	20,912	29,682	38,453	47,224	55,994	64,765	73,536	6	8,771	1,820	11.49	40.40
AU10360	1.50%	7/1/2022	12/31/2022	21,225	30,128	39,030	47,932	56,834	65,736	74,639	6	8,902	1,820	11.66	41.01
Fire Protection Sub code Official															
AU10370	0.00%	1/1/2018	12/31/2018	19,219	28,828	38,437	48,046	57,655	67,263	76,872	6	9,609	1,820	10.56	42.24
AU10370	1.00%	1/1/2019	12/31/2019	19,412	29,116	38,821	48,526	58,231	67,936	77,641	6	9,705	1,820	10.67	42.66
AU10370	1.50%	1/1/2020	6/30/2020	19,703	29,553	39,404	49,254	59,105	68,955	78,806	6	9,851	1,820	10.83	43.30
AU10370	1.50%	7/1/2020	12/31/2020	19,998	29,996	39,995	49,993	59,991	69,990	79,988	6	9,998	1,820	10.99	43.95
AU10370	1.50%	1/1/2021	6/30/2021	20,298	30,446	40,595	50,743	60,891	71,039	81,188	6	10,148	1,820	11.15	44.61
AU10370	1.50%	7/1/2021	12/31/2021	20,603	30,903	41,204	51,504	61,804	72,105	82,405	6	10,300	1,820	11.32	45.28
AU10370	1.50%	1/1/2022	6/30/2022	20,912	31,367	41,822	52,277	62,732	73,187	83,641	6	10,455	1,820	11.49	45.96
AU10370	1.50%	7/1/2022	12/31/2022	21,225	31,837	42,449	53,061	63,673	74,284	84,896	6	10,612	1,820	11.66	46.65
Garage Attendant															
AU10380	0.00%	1/1/2018	12/31/2018	18,415	23,273	28,130	32,988	37,845	42,703	47,560	6	4,858	2,080	8.85	22.87
AU10380	1.00%	1/1/2019	12/31/2019	18,599	23,505	28,411	33,318	38,224	43,130	48,036	6	4,906	2,080	8.94	23.09
AU10380	1.50%	1/1/2020	6/30/2020	18,878	23,858	28,838	33,817	38,797	43,777	48,756	6	4,980	2,080	9.08	23.44
AU10380	1.50%	7/1/2020	12/31/2020	19,161	24,216	29,270	34,325	39,379	44,433	49,488	6	5,054	2,080	9.21	23.79
AU10380	1.50%	1/1/2021	6/30/2021	19,449	24,579	29,709	34,839	39,970	45,100	50,230	6	5,130	2,080	9.35	24.15
AU10380	1.50%	7/1/2021	12/31/2021	19,741	24,948	30,155	35,362	40,569	45,776	50,984	6	5,207	2,080	9.49	24.51
AU10380	1.50%	1/1/2022	6/30/2022	20,037	25,322	30,607	35,892	41,178	46,463	51,748	6	5,285	2,080	9.63	24.88
AU10380	1.50%	7/1/2022	12/31/2022	20,337	25,702	31,066	36,431	41,795	47,160	52,524	6	5,365	2,080	9.78	25.25

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Graduate Nurse, Public Health Nurse															
AU10390	0.00%	1/1/2018	12/31/2018	19,008	26,822	34,636	42,449	50,263	58,077	65,890	6	7,814	1,820	10.44	36.20
AU10390	1.00%	1/1/2019	12/31/2019	19,198	27,090	34,982	42,874	50,766	58,657	66,549	6	7,892	1,820	10.55	36.57
AU10390	1.50%	1/1/2020	6/30/2020	19,486	27,496	35,507	43,517	51,527	59,537	67,548	6	8,010	1,820	10.71	37.11
AU10390	1.50%	7/1/2020	12/31/2020	19,778	27,909	36,039	44,170	52,300	60,430	68,561	6	8,130	1,820	10.87	37.67
AU10390	1.50%	1/1/2021	6/30/2021	20,075	28,327	36,580	44,832	53,085	61,337	69,589	6	8,252	1,820	11.03	38.24
AU10390	1.50%	7/1/2021	12/31/2021	20,376	28,752	37,129	45,505	53,881	62,257	70,633	6	8,376	1,820	11.20	38.81
AU10390	1.50%	1/1/2022	6/30/2022	20,682	29,184	37,685	46,187	54,689	63,191	71,693	6	8,502	1,820	11.36	39.39
AU10390	1.50%	7/1/2022	12/31/2022	20,992	29,621	38,251	46,880	55,509	64,139	72,768	6	8,629	1,820	11.53	39.98
Health Educator															
AU10410	0.00%	1/1/2018	12/31/2018	19,008	27,549	36,089	44,630	53,171	61,711	70,252	6	8,541	1,820	10.44	38.60
AU10410	1.00%	1/1/2019	12/31/2019	19,198	27,824	36,450	45,076	53,703	62,329	70,955	6	8,626	1,820	10.55	38.99
AU10410	1.50%	1/1/2020	6/30/2020	19,486	28,242	36,997	45,753	54,508	63,264	72,019	6	8,755	1,820	10.71	39.57
AU10410	1.50%	7/1/2020	12/31/2020	19,778	28,665	37,552	46,439	55,326	64,212	73,099	6	8,887	1,820	10.87	40.16
AU10410	1.50%	1/1/2021	6/30/2021	20,075	29,095	38,115	47,135	56,156	65,176	74,196	6	9,020	1,820	11.03	40.77
AU10410	1.50%	7/1/2021	12/31/2021	20,376	29,532	38,687	47,842	56,998	66,153	75,309	6	9,155	1,820	11.20	41.38
AU10410	1.50%	1/1/2022	6/30/2022	20,682	29,975	39,267	48,560	57,853	67,146	76,438	6	9,293	1,820	11.36	42.00
AU10410	1.50%	7/1/2022	12/31/2022	20,992	30,424	39,856	49,289	58,721	68,153	77,585	6	9,432	1,820	11.53	42.63
Housing Assistance Technician															
AU10420	0.00%	1/1/2018	12/31/2018	19,008	29,461	39,914	50,366	60,819	71,272	81,724	6	10,453	1,820	10.44	44.90
AU10420	1.00%	1/1/2019	12/31/2019	19,198	29,755	40,313	50,870	61,427	71,984	82,542	6	10,557	1,820	10.55	45.35
AU10420	1.50%	1/1/2020	6/30/2020	19,486	30,202	40,917	51,633	62,349	73,064	83,780	6	10,716	1,820	10.71	46.03
AU10420	1.50%	7/1/2020	12/31/2020	19,778	30,655	41,531	52,407	63,284	74,160	85,037	6	10,876	1,820	10.87	46.72
AU10420	1.50%	1/1/2021	6/30/2021	20,075	31,115	42,154	53,194	64,233	75,273	86,312	6	11,039	1,820	11.03	47.42
AU10420	1.50%	7/1/2021	12/31/2021	20,376	31,581	42,786	53,992	65,197	76,402	87,607	6	11,205	1,820	11.20	48.14
AU10420	1.50%	1/1/2022	6/30/2022	20,682	32,055	43,428	54,801	66,175	77,548	88,921	6	11,373	1,820	11.36	48.86
AU10420	1.50%	7/1/2022	12/31/2022	20,992	32,536	44,080	55,623	67,167	78,711	90,255	6	11,544	1,820	11.53	49.59
Housing Inspector Trainee															
AU10430	0.00%	1/1/2018	12/31/2018	29,040	34,058	39,077	44,095	49,113	54,132	59,150	6	5,018	1,820	15.96	32.50
AU10430	1.00%	1/1/2019	12/31/2019	29,331	34,399	39,468	44,536	49,605	54,673	59,742	6	5,069	1,820	16.12	32.83
AU10430	1.50%	1/1/2020	6/30/2020	29,771	34,915	40,060	45,204	50,349	55,493	60,638	6	5,145	1,820	16.36	33.32
AU10430	1.50%	7/1/2020	12/31/2020	30,217	35,439	40,660	45,882	51,104	56,326	61,547	6	5,222	1,820	16.60	33.82
AU10430	1.50%	1/1/2021	6/30/2021	30,670	35,970	41,270	46,570	51,870	57,170	62,471	6	5,300	1,820	16.85	34.32
AU10430	1.50%	7/1/2021	12/31/2021	31,130	36,510	41,889	47,269	52,649	58,028	63,408	6	5,380	1,820	17.10	34.84
AU10430	1.50%	1/1/2022	6/30/2022	31,597	37,058	42,518	47,978	53,438	58,898	64,359	6	5,460	1,820	17.36	35.36
AU10430	1.50%	7/1/2022	12/31/2022	32,071	37,613	43,156	48,698	54,240	59,782	65,324	6	5,542	1,820	17.62	35.89

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Keyboarding Clerk 1															
AU10440	0.00%	1/1/2018	12/31/2018	16,896	21,575	26,253	30,932	35,610	40,289	44,967	6	4,678	1,820	9.28	24.71
AU10440	1.00%	1/1/2019	12/31/2019	17,065	21,790	26,516	31,241	35,966	40,691	45,417	6	4,725	1,820	9.38	24.95
AU10440	1.50%	1/1/2020	6/30/2020	17,321	22,117	26,913	31,709	36,506	41,302	46,098	6	4,796	1,820	9.52	25.33
AU10440	1.50%	7/1/2020	12/31/2020	17,581	22,449	27,317	32,185	37,053	41,921	46,789	6	4,868	1,820	9.66	25.71
AU10440	1.50%	1/1/2021	6/30/2021	17,845	22,786	27,727	32,668	37,609	42,550	47,491	6	4,941	1,820	9.80	26.09
AU10440	1.50%	7/1/2021	12/31/2021	18,112	23,127	28,143	33,158	38,173	43,188	48,204	6	5,015	1,820	9.95	26.49
AU10440	1.50%	1/1/2022	6/30/2022	18,384	23,474	28,565	33,655	38,746	43,836	48,927	6	5,090	1,820	10.10	26.88
AU10440	1.50%	7/1/2022	12/31/2022	18,660	23,826	28,993	34,160	39,327	44,494	49,661	6	5,167	1,820	10.25	27.29
Keyboarding Clerk 1/Asst. Senior Citizen Program A															
AU10450	0.00%	1/1/2018	12/31/2018	22,176	26,854	31,533	36,211	40,889	45,568	50,246	6	4,678	1,820	12.18	27.61
AU10450	1.00%	1/1/2019	12/31/2019	22,398	27,123	31,848	36,573	41,298	46,023	50,748	6	4,725	1,820	12.31	27.88
AU10450	1.50%	1/1/2020	6/30/2020	22,734	27,530	32,326	37,122	41,918	46,714	51,510	6	4,796	1,820	12.49	28.30
AU10450	1.50%	7/1/2020	12/31/2020	23,075	27,943	32,811	37,679	42,546	47,414	52,282	6	4,868	1,820	12.68	28.73
AU10450	1.50%	1/1/2021	6/30/2021	23,421	28,362	33,303	38,244	43,185	48,125	53,066	6	4,941	1,820	12.87	29.16
AU10450	1.50%	7/1/2021	12/31/2021	23,772	28,787	33,802	38,817	43,832	48,847	53,862	6	5,015	1,820	13.06	29.59
AU10450	1.50%	1/1/2022	6/30/2022	24,129	29,219	34,309	39,400	44,490	49,580	54,670	6	5,090	1,820	13.26	30.04
AU10450	1.50%	7/1/2022	12/31/2022	24,491	29,657	34,824	39,991	45,157	50,324	55,490	6	5,167	1,820	13.46	30.49
Keyboarding Clerk 1/Senior Livability Coordinator															
AU10445	1.00%	1/1/2019	12/31/2019	20,000	25,767	31,533	37,300	43,067	48,833	54,600	6	5,767	1,820	10.99	30.00
AU10445	1.50%	1/1/2020	6/30/2020	20,300	26,153	32,006	37,860	43,713	49,566	55,419	6	5,853	1,820	11.15	30.45
AU10445	1.50%	7/1/2020	12/31/2020	20,605	26,545	32,486	38,427	44,368	50,309	56,250	6	5,941	1,820	11.32	30.91
AU10445	1.50%	1/1/2021	6/30/2021	20,914	26,944	32,974	39,004	45,034	51,064	57,094	6	6,030	1,820	11.49	31.37
AU10445	1.50%	7/1/2021	12/31/2021	21,227	27,348	33,468	39,589	45,709	51,830	57,950	6	6,121	1,820	11.66	31.84
AU10445	1.50%	1/1/2022	6/30/2022	21,546	27,758	33,970	40,183	46,395	52,607	58,820	6	6,212	1,820	11.84	32.32
AU10445	1.50%	7/1/2022	12/31/2022	21,869	28,174	34,480	40,785	47,091	53,396	59,702	6	6,306	1,820	12.02	32.80
Keyboarding Clerk 2															
AU10460	0.00%	1/1/2018	12/31/2018	17,952	22,823	27,695	32,566	37,437	42,309	47,180	6	4,871	1,820	9.86	25.92
AU10460	1.00%	1/1/2019	12/31/2019	18,132	23,052	27,972	32,892	37,812	42,732	47,652	6	4,920	1,820	9.96	26.18
AU10460	1.50%	1/1/2020	6/30/2020	18,404	23,397	28,391	33,385	38,379	43,373	48,367	6	4,994	1,820	10.11	26.58
AU10460	1.50%	7/1/2020	12/31/2020	18,680	23,748	28,817	33,886	38,955	44,023	49,092	6	5,069	1,820	10.26	26.97
AU10460	1.50%	1/1/2021	6/30/2021	18,960	24,105	29,249	34,394	39,539	44,684	49,829	6	5,145	1,820	10.42	27.38
AU10460	1.50%	7/1/2021	12/31/2021	19,244	24,466	29,688	34,910	40,132	45,354	50,576	6	5,222	1,820	10.57	27.79
AU10460	1.50%	1/1/2022	6/30/2022	19,533	24,833	30,133	35,434	40,734	46,034	51,335	6	5,300	1,820	10.73	28.21
AU10460	1.50%	7/1/2022	12/31/2022	19,826	25,206	30,585	35,965	41,345	46,725	52,105	6	5,380	1,820	10.89	28.63

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Keyboarding Clerk 2/Asst. Secretary ABC Board															
AU10470	0.00%	1/1/2018	12/31/2018	18,691	23,563	28,434	33,306	38,177	43,049	47,920	6	4,871	1,820	10.27	26.33
AU10470	1.00%	1/1/2019	12/31/2019	18,878	23,798	28,719	33,639	38,559	43,479	48,399	6	4,920	1,820	10.37	26.59
AU10470	1.50%	1/1/2020	6/30/2020	19,161	24,155	29,149	34,143	39,137	44,131	49,125	6	4,994	1,820	10.53	26.99
AU10470	1.50%	7/1/2020	12/31/2020	19,449	24,518	29,587	34,655	39,724	44,793	49,862	6	5,069	1,820	10.69	27.40
AU10470	1.50%	1/1/2021	6/30/2021	19,741	24,885	30,030	35,175	40,320	45,465	50,610	6	5,145	1,820	10.85	27.81
AU10470	1.50%	7/1/2021	12/31/2021	20,037	25,259	30,481	35,703	40,925	46,147	51,369	6	5,222	1,820	11.01	28.22
AU10470	1.50%	1/1/2022	6/30/2022	20,337	25,638	30,938	36,238	41,539	46,839	52,140	6	5,300	1,820	11.17	28.65
AU10470	1.50%	7/1/2022	12/31/2022	20,642	26,022	31,402	36,782	42,162	47,542	52,922	6	5,380	1,820	11.34	29.08
Keyboarding Clerk 3															
AU10480	0.00%	1/1/2018	12/31/2018	17,952	23,453	28,953	34,454	39,955	45,456	50,956	6	5,501	1,820	9.86	28.00
AU10480	1.00%	1/1/2019	12/31/2019	18,132	23,687	29,243	34,799	40,354	45,910	51,466	6	5,556	1,820	9.96	28.28
AU10480	1.50%	1/1/2020	6/30/2020	18,404	24,043	29,682	35,321	40,960	46,599	52,238	6	5,639	1,820	10.11	28.70
AU10480	1.50%	7/1/2020	12/31/2020	18,680	24,403	30,127	35,851	41,574	47,298	53,021	6	5,724	1,820	10.26	29.13
AU10480	1.50%	1/1/2021	6/30/2021	18,960	24,769	30,579	36,388	42,198	48,007	53,817	6	5,809	1,820	10.42	29.57
AU10480	1.50%	7/1/2021	12/31/2021	19,244	25,141	31,037	36,934	42,831	48,727	54,624	6	5,897	1,820	10.57	30.01
AU10480	1.50%	1/1/2022	6/30/2022	19,533	25,518	31,503	37,488	43,473	49,458	55,443	6	5,985	1,820	10.73	30.46
AU10480	1.50%	7/1/2022	12/31/2022	19,826	25,901	31,976	38,050	44,125	50,200	56,275	6	6,075	1,820	10.89	30.92
Laborer 1															
AU10500	0.00%	1/1/2018	12/31/2018	19,008	25,775	32,542	39,310	46,077	52,844	59,611	6	6,767	2,080	9.14	28.66
AU10500	1.00%	1/1/2019	12/31/2019	19,198	26,033	32,868	39,703	46,537	53,372	60,207	6	6,835	2,080	9.23	28.95
AU10500	1.50%	1/1/2020	6/30/2020	19,486	26,424	33,361	40,298	47,236	54,173	61,110	6	6,937	2,080	9.37	29.38
AU10500	1.50%	7/1/2020	12/31/2020	19,778	26,820	33,861	40,903	47,944	54,985	62,027	6	7,041	2,080	9.51	29.82
AU10500	1.50%	1/1/2021	6/30/2021	20,075	27,222	34,369	41,516	48,663	55,810	62,957	6	7,147	2,080	9.65	30.27
AU10500	1.50%	7/1/2021	12/31/2021	20,376	27,630	34,885	42,139	49,393	56,647	63,902	6	7,254	2,080	9.80	30.72
AU10500	1.50%	1/1/2022	6/30/2022	20,682	28,045	35,408	42,771	50,134	57,497	64,860	6	7,363	2,080	9.94	31.18
AU10500	1.50%	7/1/2022	12/31/2022	20,992	28,466	35,939	43,413	50,886	58,360	65,833	6	7,473	2,080	10.09	31.65
Maintenance Worker 1, Grounds															
AU10520	0.00%	1/1/2018	12/31/2018	10,404	12,683	14,961	17,240	19,519	21,798	24,076	6	2,279	2,080	5.00	11.58
AU10520	1.00%	1/1/2019	12/31/2019	10,508	12,810	15,111	17,413	19,714	22,015	24,317	6	2,301	2,080	5.05	11.69
AU10520	1.50%	1/1/2020	6/30/2020	10,666	13,002	15,338	17,674	20,010	22,346	24,682	6	2,336	2,080	5.13	11.87
AU10520	1.50%	7/1/2020	12/31/2020	10,826	13,197	15,568	17,939	20,310	22,681	25,052	6	2,371	2,080	5.20	12.04
AU10520	1.50%	1/1/2021	6/30/2021	10,988	13,395	15,801	18,208	20,615	23,021	25,428	6	2,407	2,080	5.28	12.22
AU10520	1.50%	7/1/2021	12/31/2021	11,153	13,596	16,038	18,481	20,924	23,366	25,809	6	2,443	2,080	5.36	12.41
AU10520	1.50%	1/1/2022	6/30/2022	11,320	13,800	16,279	18,758	21,238	23,717	26,196	6	2,479	2,080	5.44	12.59
AU10520	1.50%	7/1/2022	12/31/2022	11,490	14,006	16,523	19,040	21,556	24,073	26,589	6	2,517	2,080	5.52	12.78

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Mason															
AU10530	0.00%	1/1/2018	12/31/2018	19,008	26,833	34,657	42,482	50,306	58,131	65,955	6	7,825	2,080	9.14	31.71
AU10530	1.00%	1/1/2019	12/31/2019	19,198	27,101	35,004	42,907	50,809	58,712	66,615	6	7,903	2,080	9.23	32.03
AU10530	1.50%	1/1/2020	6/30/2020	19,486	27,507	35,529	43,550	51,571	59,593	67,614	6	8,021	2,080	9.37	32.51
AU10530	1.50%	7/1/2020	12/31/2020	19,778	27,920	36,062	44,203	52,345	60,487	68,628	6	8,142	2,080	9.51	32.99
AU10530	1.50%	1/1/2021	6/30/2021	20,075	28,339	36,603	44,866	53,130	61,394	69,658	6	8,264	2,080	9.65	33.49
AU10530	1.50%	7/1/2021	12/31/2021	20,376	28,764	37,152	45,539	53,927	62,315	70,703	6	8,388	2,080	9.80	33.99
AU10530	1.50%	1/1/2022	6/30/2022	20,682	29,195	37,709	46,222	54,736	63,250	71,763	6	8,514	2,080	9.94	34.50
AU10530	1.50%	7/1/2022	12/31/2022	20,992	29,633	38,275	46,916	55,557	64,198	72,840	6	8,641	2,080	10.09	35.02
Mechanic															
AU10540	0.00%	1/1/2018	12/31/2018	19,008	27,466	35,924	44,382	52,840	61,299	69,757	6	8,458	2,080	9.14	33.54
AU10540	1.00%	1/1/2019	12/31/2019	19,198	27,741	36,284	44,826	53,369	61,912	70,454	6	8,543	2,080	9.23	33.87
AU10540	1.50%	1/1/2020	6/30/2020	19,486	28,157	36,828	45,499	54,169	62,840	71,511	6	8,671	2,080	9.37	34.38
AU10540	1.50%	7/1/2020	12/31/2020	19,778	28,579	37,380	46,181	54,982	63,783	72,584	6	8,801	2,080	9.51	34.90
AU10540	1.50%	1/1/2021	6/30/2021	20,075	29,008	37,941	46,874	55,807	64,740	73,672	6	8,933	2,080	9.65	35.42
AU10540	1.50%	7/1/2021	12/31/2021	20,376	29,443	38,510	47,577	56,644	65,711	74,778	6	9,067	2,080	9.80	35.95
AU10540	1.50%	1/1/2022	6/30/2022	20,682	29,885	39,088	48,291	57,493	66,696	75,899	6	9,203	2,080	9.94	36.49
AU10540	1.50%	7/1/2022	12/31/2022	20,992	30,333	39,674	49,015	58,356	67,697	77,038	6	9,341	2,080	10.09	37.04
Mechanic's Helper															
AU10550	0.00%	1/1/2018	12/31/2018	33,831	38,426	43,020	47,614	52,209	56,803	61,397	6	4,594	2,080	16.27	29.52
AU10550	1.00%	1/1/2019	12/31/2019	34,170	38,810	43,450	48,090	52,731	57,371	62,011	6	4,640	2,080	16.43	29.81
AU10550	1.50%	1/1/2020	6/30/2020	34,682	39,392	44,102	48,812	53,522	58,232	62,941	6	4,710	2,080	16.67	30.26
AU10550	1.50%	7/1/2020	12/31/2020	35,202	39,983	44,763	49,544	54,324	59,105	63,886	6	4,781	2,080	16.92	30.71
AU10550	1.50%	1/1/2021	6/30/2021	35,730	40,583	45,435	50,287	55,139	59,992	64,844	6	4,852	2,080	17.18	31.17
AU10550	1.50%	7/1/2021	12/31/2021	36,266	41,191	46,116	51,041	55,966	60,891	65,816	6	4,925	2,080	17.44	31.64
AU10550	1.50%	1/1/2022	6/30/2022	36,810	41,809	46,808	51,807	56,806	61,805	66,804	6	4,999	2,080	17.70	32.12
AU10550	1.50%	7/1/2022	12/31/2022	37,362	42,436	47,510	52,584	57,658	62,732	67,806	6	5,074	2,080	17.96	32.60
Municipal Director of Welfare															
AU10560	0.00%	1/1/2018	12/31/2018	19,008	27,543	36,078	44,613	53,148	61,683	70,218	6	8,535	1,820	10.44	38.58
AU10560	1.00%	1/1/2019	12/31/2019	19,198	27,819	36,439	45,059	53,680	62,300	70,920	6	8,620	1,820	10.55	38.97
AU10560	1.50%	1/1/2020	6/30/2020	19,486	28,236	36,985	45,735	54,485	63,234	71,984	6	8,750	1,820	10.71	39.55
AU10560	1.50%	7/1/2020	12/31/2020	19,778	28,659	37,540	46,421	55,302	64,183	73,064	6	8,881	1,820	10.87	40.14
AU10560	1.50%	1/1/2021	6/30/2021	20,075	29,089	38,103	47,117	56,132	65,146	74,160	6	9,014	1,820	11.03	40.75
AU10560	1.50%	7/1/2021	12/31/2021	20,376	29,526	38,675	47,824	56,974	66,123	75,272	6	9,149	1,820	11.20	41.36
AU10560	1.50%	1/1/2022	6/30/2022	20,682	29,968	39,255	48,542	57,828	67,115	76,401	6	9,287	1,820	11.36	41.98
AU10560	1.50%	7/1/2022	12/31/2022	20,992	30,418	39,844	49,270	58,696	68,121	77,547	6	9,426	1,820	11.53	42.61

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Municipal Director of Welfare/Senior Citizen Program Aide															
AU10570	0.00%	1/1/2018	12/31/2018	26,928	35,463	43,998	52,533	61,068	69,603	78,138	6	8,535	1,820	14.80	42.93
AU10570	1.00%	1/1/2019	12/31/2019	27,197	35,818	44,438	53,058	61,679	70,299	78,919	6	8,620	1,820	14.94	43.36
AU10570	1.50%	1/1/2020	6/30/2020	27,605	36,355	45,105	53,854	62,604	71,354	80,103	6	8,750	1,820	15.17	44.01
AU10570	1.50%	7/1/2020	12/31/2020	28,019	36,900	45,781	54,662	63,543	72,424	81,305	6	8,881	1,820	15.40	44.67
AU10570	1.50%	1/1/2021	6/30/2021	28,440	37,454	46,468	55,482	64,496	73,510	82,524	6	9,014	1,820	15.63	45.34
AU10570	1.50%	7/1/2021	12/31/2021	28,866	38,016	47,165	56,314	65,464	74,613	83,762	6	9,149	1,820	15.86	46.02
AU10570	1.50%	1/1/2022	6/30/2022	29,299	38,586	47,872	57,159	66,446	75,732	85,019	6	9,287	1,820	16.10	46.71
AU10570	1.50%	7/1/2022	12/31/2022	29,739	39,165	48,591	58,016	67,442	76,868	86,294	6	9,426	1,820	16.34	47.41
Omnibus Operator															
AU10590	0.00%	1/1/2018	12/31/2018	16,896	21,390	25,883	30,376	34,870	39,363	43,857	6	4,493	1,820	9.28	24.10
AU10590	1.00%	1/1/2019	12/31/2019	17,065	21,603	26,142	30,680	35,218	39,757	44,295	6	4,538	1,820	9.38	24.34
AU10590	1.50%	1/1/2020	6/30/2020	17,321	21,927	26,534	31,140	35,747	40,353	44,960	6	4,606	1,820	9.52	24.70
AU10590	1.50%	7/1/2020	12/31/2020	17,581	22,256	26,932	31,607	36,283	40,959	45,634	6	4,676	1,820	9.66	25.07
AU10590	1.50%	1/1/2021	6/30/2021	17,845	22,590	27,336	32,082	36,827	41,573	46,319	6	4,746	1,820	9.80	25.45
AU10590	1.50%	7/1/2021	12/31/2021	18,112	22,929	27,746	32,563	37,380	42,196	47,013	6	4,817	1,820	9.95	25.83
AU10590	1.50%	1/1/2022	6/30/2022	18,384	23,273	28,162	33,051	37,940	42,829	47,719	6	4,889	1,820	10.10	26.22
AU10590	1.50%	7/1/2022	12/31/2022	18,660	23,622	28,585	33,547	38,509	43,472	48,434	6	4,962	1,820	10.25	26.61
Omnibus Operator/Radio Dispatcher/Inspection & Maintenance															
AU10600	0.00%	1/1/2018	12/31/2018	20,064	24,558	29,051	33,545	38,038	42,532	47,025	6	4,493	1,820	11.02	25.84
AU10600	1.00%	1/1/2019	12/31/2019	20,265	24,803	29,342	33,880	38,418	42,957	47,495	6	4,538	1,820	11.13	26.10
AU10600	1.50%	1/1/2020	6/30/2020	20,569	25,175	29,782	34,388	38,995	43,601	48,208	6	4,606	1,820	11.30	26.49
AU10600	1.50%	7/1/2020	12/31/2020	20,877	25,553	30,228	34,904	39,580	44,255	48,931	6	4,676	1,820	11.47	26.89
AU10600	1.50%	1/1/2021	6/30/2021	21,190	25,936	30,682	35,428	40,173	44,919	49,665	6	4,746	1,820	11.64	27.29
AU10600	1.50%	7/1/2021	12/31/2021	21,508	26,325	31,142	35,959	40,776	45,593	50,410	6	4,817	1,820	11.82	27.70
AU10600	1.50%	1/1/2022	6/30/2022	21,831	26,720	31,609	36,498	41,388	46,277	51,166	6	4,889	1,820	11.99	28.11
AU10600	1.50%	7/1/2022	12/31/2022	22,158	27,121	32,083	37,046	42,008	46,971	51,933	6	4,963	1,820	12.17	28.53
Parking Enforcement Officer															
AU10610	0.00%	1/1/2018	12/31/2018	23,063	24,344	25,626	26,907	28,188	29,470	30,751	6	1,281	1,820	12.67	16.90
AU10610	1.00%	1/1/2019	12/31/2019	23,294	24,588	25,882	27,176	28,470	29,764	31,058	6	1,294	1,820	12.80	17.07
AU10610	1.50%	1/1/2020	6/30/2020	23,643	24,957	26,270	27,584	28,897	30,211	31,524	6	1,314	1,820	12.99	17.32
AU10610	1.50%	7/1/2020	12/31/2020	23,998	25,331	26,664	27,998	29,331	30,664	31,997	6	1,333	1,820	13.19	17.58
AU10610	1.50%	1/1/2021	6/30/2021	24,358	25,711	27,064	28,417	29,771	31,124	32,477	6	1,353	1,820	13.38	17.84
AU10610	1.50%	7/1/2021	12/31/2021	24,723	26,097	27,470	28,844	30,217	31,591	32,964	6	1,374	1,820	13.58	18.11
AU10610	1.50%	1/1/2022	6/30/2022	25,094	26,488	27,882	29,276	30,670	32,065	33,459	6	1,394	1,820	13.79	18.38
AU10610	1.50%	7/1/2022	12/31/2022	25,470	26,885	28,301	29,716	31,131	32,546	33,961	6	1,415	1,820	13.99	18.66

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Payroll Clerk															
AU10620	0.00%	1/1/2018	12/31/2018	29,568	33,360	37,152	40,943	44,735	48,527	52,319	6	3,792	1,820	16.25	28.75
AU10620	1.00%	1/1/2019	12/31/2019	29,864	33,694	37,523	41,353	45,182	49,012	52,842	6	3,830	1,820	16.41	29.03
AU10620	1.50%	1/1/2020	6/30/2020	30,312	34,199	38,086	41,973	45,860	49,747	53,634	6	3,887	1,820	16.65	29.47
AU10620	1.50%	7/1/2020	12/31/2020	30,766	34,712	38,657	42,603	46,548	50,494	54,439	6	3,945	1,820	16.90	29.91
AU10620	1.50%	1/1/2021	6/30/2021	31,228	35,233	39,237	43,242	47,246	51,251	55,256	6	4,005	1,820	17.16	30.36
AU10620	1.50%	7/1/2021	12/31/2021	31,696	35,761	39,826	43,890	47,955	52,020	56,084	6	4,065	1,820	17.42	30.82
AU10620	1.50%	1/1/2022	6/30/2022	32,172	36,297	40,423	44,549	48,674	52,800	56,926	6	4,126	1,820	17.68	31.28
AU10620	1.50%	7/1/2022	12/31/2022	32,654	36,842	41,029	45,217	49,404	53,592	57,779	6	4,188	1,820	17.94	31.75
Personnel Assistant															
AU10630	0.00%	1/1/2018	12/31/2018	19,008	28,289	37,571	46,852	56,134	65,415	74,696	6	9,281	1,820	10.44	41.04
AU10630	1.00%	1/1/2019	12/31/2019	19,198	28,572	37,947	47,321	56,695	66,069	75,443	6	9,374	1,820	10.55	41.45
AU10630	1.50%	1/1/2020	6/30/2020	19,486	29,001	38,516	48,031	57,545	67,060	76,575	6	9,515	1,820	10.71	42.07
AU10630	1.50%	7/1/2020	12/31/2020	19,778	29,436	39,093	48,751	58,408	68,066	77,724	6	9,658	1,820	10.87	42.71
AU10630	1.50%	1/1/2021	6/30/2021	20,075	29,878	39,680	49,482	59,285	69,087	78,889	6	9,802	1,820	11.03	43.35
AU10630	1.50%	7/1/2021	12/31/2021	20,376	30,326	40,275	50,224	60,174	70,123	80,073	6	9,949	1,820	11.20	44.00
AU10630	1.50%	1/1/2022	6/30/2022	20,682	30,781	40,879	50,978	61,077	71,175	81,274	6	10,099	1,820	11.36	44.66
AU10630	1.50%	7/1/2022	12/31/2022	20,992	31,242	41,492	51,743	61,993	72,243	82,493	6	10,250	1,820	11.53	45.33
Personnel Officer															
AU10640	0.00%	1/1/2018	12/31/2018	19,008	29,335	39,662	49,989	60,317	70,644	80,971	6	10,327	1,820	10.44	44.49
AU10640	1.00%	1/1/2019	12/31/2019	19,198	29,629	40,059	50,489	60,920	71,350	81,780	6	10,430	1,820	10.55	44.93
AU10640	1.50%	1/1/2020	6/30/2020	19,486	30,073	40,660	51,247	61,834	72,420	83,007	6	10,587	1,820	10.71	45.61
AU10640	1.50%	7/1/2020	12/31/2020	19,778	30,524	41,270	52,015	62,761	73,507	84,252	6	10,746	1,820	10.87	46.29
AU10640	1.50%	1/1/2021	6/30/2021	20,075	30,982	41,889	52,796	63,702	74,609	85,516	6	10,907	1,820	11.03	46.99
AU10640	1.50%	7/1/2021	12/31/2021	20,376	31,447	42,517	53,588	64,658	75,728	86,799	6	11,070	1,820	11.20	47.69
AU10640	1.50%	1/1/2022	6/30/2022	20,682	31,918	43,155	54,391	65,628	76,864	88,101	6	11,236	1,820	11.36	48.41
AU10640	1.50%	7/1/2022	12/31/2022	20,992	32,397	43,802	55,207	66,612	78,017	89,422	6	11,405	1,820	11.53	49.13
Planner Trainee															
AU10650	0.00%	1/1/2018	12/31/2018	26,400	30,715	35,029	39,344	43,659	47,973	52,288	6	4,315	1,820	14.51	28.73
AU10650	1.00%	1/1/2019	12/31/2019	26,664	31,022	35,380	39,737	44,095	48,453	52,811	6	4,358	1,820	14.65	29.02
AU10650	1.50%	1/1/2020	6/30/2020	27,064	31,487	35,910	40,333	44,757	49,180	53,603	6	4,423	1,820	14.87	29.45
AU10650	1.50%	7/1/2020	12/31/2020	27,470	31,960	36,449	40,938	45,428	49,917	54,407	6	4,489	1,820	15.09	29.89
AU10650	1.50%	1/1/2021	6/30/2021	27,882	32,439	36,996	41,553	46,109	50,666	55,223	6	4,557	1,820	15.32	30.34
AU10650	1.50%	7/1/2021	12/31/2021	28,300	32,926	37,551	42,176	46,801	51,426	56,051	6	4,625	1,820	15.55	30.80
AU10650	1.50%	1/1/2022	6/30/2022	28,725	33,419	38,114	42,809	47,503	52,198	56,892	6	4,695	1,820	15.78	31.26
AU10650	1.50%	7/1/2022	12/31/2022	29,156	33,921	38,686	43,451	48,216	52,981	57,746	6	4,765	1,820	16.02	31.73

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Plumbing Inspector															
AU10660	0.00%	1/1/2018	12/31/2018	19,219	27,280	35,341	43,402	51,463	59,524	67,584	6	8,061	1,820	10.56	37.13
AU10660	1.00%	1/1/2019	12/31/2019	19,412	27,553	35,694	43,836	51,977	60,119	68,260	6	8,141	1,820	10.67	37.51
AU10660	1.50%	1/1/2020	6/30/2020	19,703	27,966	36,230	44,493	52,757	61,021	69,284	6	8,264	1,820	10.83	38.07
AU10660	1.50%	7/1/2020	12/31/2020	19,998	28,386	36,773	45,161	53,548	61,936	70,323	6	8,388	1,820	10.99	38.64
AU10660	1.50%	1/1/2021	6/30/2021	20,298	28,812	37,325	45,838	54,352	62,865	71,378	6	8,513	1,820	11.15	39.22
AU10660	1.50%	7/1/2021	12/31/2021	20,603	29,244	37,885	46,526	55,167	63,808	72,449	6	8,641	1,820	11.32	39.81
AU10660	1.50%	1/1/2022	6/30/2022	20,912	29,682	38,453	47,224	55,994	64,765	73,536	6	8,771	1,820	11.49	40.40
AU10660	1.50%	7/1/2022	12/31/2022	21,225	30,128	39,030	47,932	56,834	65,736	74,639	6	8,902	1,820	11.66	41.01
Plumbing Sub code Official															
AU10670	0.00%	1/1/2018	12/31/2018	19,219	28,828	38,437	48,046	57,655	67,263	76,872	6	9,609	1,820	10.56	42.24
AU10670	1.00%	1/1/2019	12/31/2019	19,412	29,116	38,821	48,526	58,231	67,936	77,641	6	9,705	1,820	10.67	42.66
AU10670	1.50%	1/1/2020	6/30/2020	19,703	29,553	39,404	49,254	59,105	68,955	78,806	6	9,851	1,820	10.83	43.30
AU10670	1.50%	7/1/2020	12/31/2020	19,998	29,996	39,995	49,993	59,991	69,990	79,988	6	9,998	1,820	10.99	43.95
AU10670	1.50%	1/1/2021	6/30/2021	20,298	30,446	40,595	50,743	60,891	71,039	81,188	6	10,148	1,820	11.15	44.61
AU10670	1.50%	7/1/2021	12/31/2021	20,603	30,903	41,204	51,504	61,804	72,105	82,405	6	10,300	1,820	11.32	45.28
AU10670	1.50%	1/1/2022	6/30/2022	20,912	31,367	41,822	52,277	62,732	73,187	83,641	6	10,455	1,820	11.49	45.96
AU10670	1.50%	7/1/2022	12/31/2022	21,225	31,837	42,449	53,061	63,673	74,284	84,896	6	10,612	1,820	11.66	46.65
Principal Account Clerk															
AU10680	0.00%	1/1/2018	12/31/2018	19,008	28,129	37,249	46,369	55,490	64,610	73,731	6	9,120	1,820	10.44	40.51
AU10680	1.00%	1/1/2019	12/31/2019	19,198	28,410	37,621	46,833	56,045	65,256	74,468	6	9,212	1,820	10.55	40.92
AU10680	1.50%	1/1/2020	6/30/2020	19,486	28,836	38,186	47,536	56,885	66,235	75,585	6	9,350	1,820	10.71	41.53
AU10680	1.50%	7/1/2020	12/31/2020	19,778	29,268	38,759	48,249	57,739	67,229	76,719	6	9,490	1,820	10.87	42.15
AU10680	1.50%	1/1/2021	6/30/2021	20,075	29,708	39,340	48,972	58,605	68,237	77,869	6	9,632	1,820	11.03	42.79
AU10680	1.50%	7/1/2021	12/31/2021	20,376	30,153	39,930	49,707	59,484	69,261	79,037	6	9,777	1,820	11.20	43.43
AU10680	1.50%	1/1/2022	6/30/2022	20,682	30,605	40,529	50,452	60,376	70,299	80,223	6	9,924	1,820	11.36	44.08
AU10680	1.50%	7/1/2022	12/31/2022	20,992	31,065	41,137	51,209	61,282	71,354	81,426	6	10,072	1,820	11.53	44.74
Principal Account Clerk/DPT/Accounts Payable															
AU10700	0.00%	1/1/2018	12/31/2018	19,008	28,129	37,249	46,369	55,490	64,610	73,731	6	9,120	1,820	10.44	40.51
AU10700	1.00%	1/1/2019	12/31/2019	19,198	28,410	37,621	46,833	56,045	65,256	74,468	6	9,212	1,820	10.55	40.92
AU10700	1.50%	1/1/2020	6/30/2020	19,486	28,836	38,186	47,536	56,885	66,235	75,585	6	9,350	1,820	10.71	41.53
AU10700	1.50%	7/1/2020	12/31/2020	19,778	29,268	38,759	48,249	57,739	67,229	76,719	6	9,490	1,820	10.87	42.15
AU10700	1.50%	1/1/2021	6/30/2021	20,075	29,708	39,340	48,972	58,605	68,237	77,869	6	9,632	1,820	11.03	42.79
AU10700	1.50%	7/1/2021	12/31/2021	20,376	30,153	39,930	49,707	59,484	69,261	79,037	6	9,777	1,820	11.20	43.43
AU10700	1.50%	1/1/2022	6/30/2022	20,682	30,605	40,529	50,452	60,376	70,299	80,223	6	9,924	1,820	11.36	44.08
AU10700	1.50%	7/1/2022	12/31/2022	20,992	31,065	41,137	51,209	61,282	71,354	81,426	6	10,072	1,820	11.53	44.74

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Public Health Nurse															
AU10710	0.00%	1/1/2018	12/31/2018	19,008	27,327	35,646	43,965	52,283	60,602	68,921	6	8,319	1,820	10.44	37.87
AU10710	1.00%	1/1/2019	12/31/2019	19,198	27,600	36,002	44,404	52,806	61,208	69,610	6	8,402	1,820	10.55	38.25
AU10710	1.50%	1/1/2020	6/30/2020	19,486	28,014	36,542	45,070	53,598	62,126	70,654	6	8,528	1,820	10.71	38.82
AU10710	1.50%	7/1/2020	12/31/2020	19,778	28,434	37,090	45,746	54,402	63,058	71,714	6	8,656	1,820	10.87	39.40
AU10710	1.50%	1/1/2021	6/30/2021	20,075	28,861	37,647	46,432	55,218	64,004	72,790	6	8,786	1,820	11.03	39.99
AU10710	1.50%	7/1/2021	12/31/2021	20,376	29,294	38,211	47,129	56,047	64,964	73,882	6	8,918	1,820	11.20	40.59
AU10710	1.50%	1/1/2022	6/30/2022	20,682	29,733	38,785	47,836	56,887	65,939	74,990	6	9,051	1,820	11.36	41.20
AU10710	1.50%	7/1/2022	12/31/2022	20,992	30,179	39,366	48,553	57,741	66,928	76,115	6	9,187	1,820	11.53	41.82
Public Works Repairer															
AU10720	0.00%	1/1/2018	12/31/2018	19,008	26,833	34,657	42,482	50,306	58,131	65,955	6	7,825	2,080	9.14	31.71
AU10720	1.00%	1/1/2019	12/31/2019	19,198	27,101	35,004	42,907	50,809	58,712	66,615	6	7,903	2,080	9.23	32.03
AU10720	1.50%	1/1/2020	6/30/2020	19,486	27,507	35,529	43,550	51,571	59,593	67,614	6	8,021	2,080	9.37	32.51
AU10720	1.50%	7/1/2020	12/31/2020	19,778	27,920	36,062	44,203	52,345	60,487	68,628	6	8,142	2,080	9.51	32.99
AU10720	1.50%	1/1/2021	6/30/2021	20,075	28,339	36,603	44,866	53,130	61,394	69,658	6	8,264	2,080	9.65	33.49
AU10720	1.50%	7/1/2021	12/31/2021	20,376	28,764	37,152	45,539	53,927	62,315	70,703	6	8,388	2,080	9.80	33.99
AU10720	1.50%	1/1/2022	6/30/2022	20,682	29,195	37,709	46,222	54,736	63,250	71,763	6	8,514	2,080	9.94	34.50
AU10720	1.50%	7/1/2022	12/31/2022	20,992	29,633	38,275	46,916	55,557	64,198	72,840	6	8,641	2,080	10.09	35.02
Pumping Station Attendant															
AU10730	0.00%	1/1/2018	12/31/2018	19,008	27,466	35,924	44,382	52,840	61,299	69,757	6	8,458	2,080	9.14	33.54
AU10730	1.00%	1/1/2019	12/31/2019	19,198	27,741	36,284	44,826	53,369	61,912	70,454	6	8,543	2,080	9.23	33.87
AU10730	1.50%	1/1/2020	6/30/2020	19,486	28,157	36,828	45,499	54,169	62,840	71,511	6	8,671	2,080	9.37	34.38
AU10730	1.50%	7/1/2020	12/31/2020	19,778	28,579	37,380	46,181	54,982	63,783	72,584	6	8,801	2,080	9.51	34.90
AU10730	1.50%	1/1/2021	6/30/2021	20,075	29,008	37,941	46,874	55,807	64,740	73,672	6	8,933	2,080	9.65	35.42
AU10730	1.50%	7/1/2021	12/31/2021	20,376	29,443	38,510	47,577	56,644	65,711	74,778	6	9,067	2,080	9.80	35.95
AU10730	1.50%	1/1/2022	6/30/2022	20,682	29,885	39,088	48,291	57,493	66,696	75,899	6	9,203	2,080	9.94	36.49
AU10730	1.50%	7/1/2022	12/31/2022	20,992	30,333	39,674	49,015	58,356	67,697	77,038	6	9,341	2,080	10.09	37.04
Pumping Station Repairer/Mechanic															
AU10750	0.00%	1/1/2018	12/31/2018	21,120	29,081	37,042	45,002	52,963	60,924	68,884	6	7,961	2,080	10.15	33.12
AU10750	1.00%	1/1/2019	12/31/2019	21,331	29,372	37,412	45,452	53,493	61,533	69,573	6	8,040	2,080	10.26	33.45
AU10750	1.50%	1/1/2020	6/30/2020	21,651	29,812	37,973	46,134	54,295	62,456	70,617	6	8,161	2,080	10.41	33.95
AU10750	1.50%	7/1/2020	12/31/2020	21,976	30,259	38,543	46,826	55,109	63,393	71,676	6	8,283	2,080	10.57	34.46
AU10750	1.50%	1/1/2021	6/30/2021	22,306	30,713	39,121	47,528	55,936	64,344	72,751	6	8,408	2,080	10.72	34.98
AU10750	1.50%	7/1/2021	12/31/2021	22,640	31,174	39,708	48,241	56,775	65,309	73,842	6	8,534	2,080	10.88	35.50
AU10750	1.50%	1/1/2022	6/30/2022	22,980	31,642	40,303	48,965	57,627	66,288	74,950	6	8,662	2,080	11.05	36.03
AU10750	1.50%	7/1/2022	12/31/2022	23,325	32,116	40,908	49,699	58,491	67,283	76,074	6	8,792	2,080	11.21	36.57

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Records Support Technician 1															
AU10760	0.00%	1/1/2018	12/31/2018	26,400	31,155	35,910	40,665	45,420	50,174	54,929	6	4,755	1,820	14.51	30.18
AU10760	1.00%	1/1/2019	12/31/2019	26,664	31,467	36,269	41,071	45,874	50,676	55,479	6	4,802	1,820	14.65	30.48
AU10760	1.50%	1/1/2020	6/30/2020	27,064	31,939	36,813	41,687	46,562	51,436	56,311	6	4,874	1,820	14.87	30.94
AU10760	1.50%	7/1/2020	12/31/2020	27,470	32,418	37,365	42,313	47,260	52,208	57,155	6	4,948	1,820	15.09	31.40
AU10760	1.50%	1/1/2021	6/30/2021	27,882	32,904	37,926	42,947	47,969	52,991	58,013	6	5,022	1,820	15.32	31.88
AU10760	1.50%	7/1/2021	12/31/2021	28,300	33,397	38,495	43,592	48,689	53,786	58,883	6	5,097	1,820	15.55	32.35
AU10760	1.50%	1/1/2022	6/30/2022	28,725	33,898	39,072	44,245	49,419	54,593	59,766	6	5,174	1,820	15.78	32.84
AU10760	1.50%	7/1/2022	12/31/2022	29,156	34,407	39,658	44,909	50,160	55,411	60,663	6	5,251	1,820	16.02	33.33
Recreation Leader															
AU10770	0.00%	1/1/2018	12/31/2018	35,021	37,521	40,021	42,521	45,021	47,521	50,021	6	2,500	1,820	19.24	27.48
AU10770	1.00%	1/1/2019	12/31/2019	35,371	37,896	40,421	42,946	45,471	47,996	50,521	6	2,525	1,820	19.43	27.76
AU10770	1.50%	1/1/2020	6/30/2020	35,901	38,464	41,027	43,590	46,153	48,716	51,279	6	2,563	1,820	19.73	28.18
AU10770	1.50%	7/1/2020	12/31/2020	36,440	39,041	41,643	44,244	46,845	49,447	52,048	6	2,601	1,820	20.02	28.60
AU10770	1.50%	1/1/2021	6/30/2021	36,987	39,627	42,267	44,908	47,548	50,188	52,829	6	2,640	1,820	20.32	29.03
AU10770	1.50%	7/1/2021	12/31/2021	37,541	40,221	42,901	45,581	48,261	50,941	53,621	6	2,680	1,820	20.63	29.46
AU10770	1.50%	1/1/2022	6/30/2022	38,105	40,825	43,545	46,265	48,985	51,705	54,425	6	2,720	1,820	20.94	29.90
AU10770	1.50%	7/1/2022	12/31/2022	38,676	41,437	44,198	46,959	49,720	52,481	55,242	6	2,761	1,820	21.25	30.35
Recreation Program Coordinator															
AU10780	0.00%	1/1/2018	12/31/2018	10,404	21,752	33,100	44,447	55,795	67,143	78,491	6	11,348	1,820	5.72	43.13
AU10780	1.00%	1/1/2019	12/31/2019	10,508	21,969	33,431	44,892	56,353	67,814	79,276	6	11,461	1,820	5.77	43.56
AU10780	1.50%	1/1/2020	6/30/2020	10,666	22,299	33,932	45,565	57,198	68,832	80,465	6	11,633	1,820	5.86	44.21
AU10780	1.50%	7/1/2020	12/31/2020	10,826	22,633	34,441	46,249	58,056	69,864	81,672	6	11,808	1,820	5.95	44.87
AU10780	1.50%	1/1/2021	6/30/2021	10,988	22,973	34,958	46,942	58,927	70,912	82,897	6	11,985	1,820	6.04	45.55
AU10780	1.50%	7/1/2021	12/31/2021	11,153	23,317	35,482	47,647	59,811	71,976	84,140	6	12,165	1,820	6.13	46.23
AU10780	1.50%	1/1/2022	6/30/2022	11,320	23,667	36,014	48,361	60,708	73,055	85,402	6	12,347	1,820	6.22	46.92
AU10780	1.50%	7/1/2022	12/31/2022	11,490	24,022	36,554	49,087	61,619	74,151	86,684	6	12,532	1,820	6.31	47.63
Recreation Program Coordinator w/ Certified Pool Operator															
AU10785	1.00%	1/1/2019	12/31/2019	15,508	26,978	38,447	49,917	61,386	72,856	84,326	6	11,470	1,820	8.52	46.33
AU10785	1.50%	1/1/2020	6/30/2020	15,741	27,382	39,024	50,666	62,307	73,949	85,591	6	11,642	1,820	8.65	47.03
AU10785	1.50%	7/1/2020	12/31/2020	15,977	27,793	39,609	51,426	63,242	75,058	86,874	6	11,816	1,820	8.78	47.73
AU10785	1.50%	1/1/2021	6/30/2021	16,216	28,210	40,203	52,197	64,191	76,184	88,178	6	11,994	1,820	8.91	48.45
AU10785	1.50%	7/1/2021	12/31/2021	16,460	28,633	40,807	52,980	65,153	77,327	89,500	6	12,173	1,820	9.04	49.18
AU10785	1.50%	1/1/2022	6/30/2022	16,707	29,063	41,419	53,775	66,131	78,487	90,843	6	12,356	1,820	9.18	49.91
AU10785	1.50%	7/1/2022	12/31/2022	16,957	29,499	42,040	54,581	67,123	79,664	92,205	6	12,541	1,820	9.32	50.66

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
REHS Public Health															
AU10790	0.00%	1/1/2018	12/31/2018	42,240	47,560	52,879	58,199	63,519	68,838	74,158	6	5,320	1,820	23.21	40.75
AU10790	1.00%	1/1/2019	12/31/2019	42,662	48,035	53,408	58,781	64,154	69,527	74,900	6	5,373	1,820	23.44	41.15
AU10790	1.50%	1/1/2020	6/30/2020	43,302	48,756	54,209	59,663	65,116	70,570	76,023	6	5,453	1,820	23.79	41.77
AU10790	1.50%	7/1/2020	12/31/2020	43,952	49,487	55,022	60,558	66,093	71,628	77,164	6	5,535	1,820	24.15	42.40
AU10790	1.50%	1/1/2021	6/30/2021	44,611	50,229	55,848	61,466	67,084	72,703	78,321	6	5,618	1,820	24.51	43.03
AU10790	1.50%	7/1/2021	12/31/2021	45,280	50,983	56,685	62,388	68,091	73,793	79,496	6	5,703	1,820	24.88	43.68
AU10790	1.50%	1/1/2022	6/30/2022	45,960	51,748	57,536	63,324	69,112	74,900	80,688	6	5,788	1,820	25.25	44.33
AU10790	1.50%	7/1/2022	12/31/2022	46,649	52,524	58,399	64,274	70,149	76,024	81,899	6	5,875	1,820	25.63	45.00
REHS Public Health Bilingual															
AU10800	0.00%	1/1/2018	12/31/2018	42,240	47,560	52,879	58,199	63,519	68,838	74,158	6	5,320	1,820	23.21	40.75
AU10800	1.00%	1/1/2019	12/31/2019	42,663	48,035	53,408	58,781	64,154	69,527	74,900	6	5,373	1,820	23.44	41.15
AU10800	1.50%	1/1/2020	6/30/2020	43,303	48,756	54,209	59,663	65,116	70,570	76,023	6	5,453	1,820	23.79	41.77
AU10800	1.50%	7/1/2020	12/31/2020	43,952	49,487	55,023	60,558	66,093	71,628	77,163	6	5,535	1,820	24.15	42.40
AU10800	1.50%	1/1/2021	6/30/2021	44,611	50,230	55,848	61,466	67,084	72,703	78,321	6	5,618	1,820	24.51	43.03
AU10800	1.50%	7/1/2021	12/31/2021	45,281	50,983	56,686	62,388	68,091	73,793	79,496	6	5,703	1,820	24.88	43.68
AU10800	1.50%	1/1/2022	6/30/2022	45,960	51,748	57,536	63,324	69,112	74,900	80,688	6	5,788	1,820	25.25	44.33
AU10800	1.50%	7/1/2022	12/31/2022	46,649	52,524	58,399	64,274	70,149	76,024	81,898	6	5,875	1,820	25.63	45.00
REHS Public Health Trainee															
AU10810	0.00%	1/1/2018	12/31/2018	42,240	47,560	52,879	58,199	63,519	68,838	74,158	6	5,320	1,820	23.21	40.75
AU10810	1.00%	1/1/2019	12/31/2019	42,663	48,035	53,408	58,781	64,154	69,527	74,900	6	5,373	1,820	23.44	41.15
AU10810	1.50%	1/1/2020	6/30/2020	43,303	48,756	54,209	59,663	65,116	70,570	76,023	6	5,453	1,820	23.79	41.77
AU10810	1.50%	7/1/2020	12/31/2020	43,952	49,487	55,023	60,558	66,093	71,628	77,163	6	5,535	1,820	24.15	42.40
AU10810	1.50%	1/1/2021	6/30/2021	44,611	50,230	55,848	61,466	67,084	72,703	78,321	6	5,618	1,820	24.51	43.03
AU10810	1.50%	7/1/2021	12/31/2021	45,281	50,983	56,686	62,388	68,091	73,793	79,496	6	5,703	1,820	24.88	43.68
AU10810	1.50%	1/1/2022	6/30/2022	45,960	51,748	57,536	63,324	69,112	74,900	80,688	6	5,788	1,820	25.25	44.33
AU10810	1.50%	7/1/2022	12/31/2022	46,649	52,524	58,399	64,274	70,149	76,024	81,898	6	5,875	1,820	25.63	45.00
Secretarial Assistant															
AU10820	0.00%	1/1/2018	12/31/2018	19,008	25,088	31,169	37,249	43,330	49,410	55,490	6	6,080	1,820	10.44	30.49
AU10820	1.00%	1/1/2019	12/31/2019	19,198	25,339	31,481	37,622	43,763	49,904	56,045	6	6,141	1,820	10.55	30.79
AU10820	1.50%	1/1/2020	6/30/2020	19,486	25,719	31,953	38,186	44,419	50,653	56,886	6	6,233	1,820	10.71	31.26
AU10820	1.50%	7/1/2020	12/31/2020	19,778	26,105	32,432	38,759	45,086	51,413	57,739	6	6,327	1,820	10.87	31.72
AU10820	1.50%	1/1/2021	6/30/2021	20,075	26,497	32,919	39,340	45,762	52,184	58,605	6	6,422	1,820	11.03	32.20
AU10820	1.50%	7/1/2021	12/31/2021	20,376	26,894	33,412	39,930	46,448	52,966	59,485	6	6,518	1,820	11.20	32.68
AU10820	1.50%	1/1/2022	6/30/2022	20,682	27,298	33,914	40,529	47,145	53,761	60,377	6	6,616	1,820	11.36	33.17
AU10820	1.50%	7/1/2022	12/31/2022	20,992	27,707	34,422	41,137	47,852	54,567	61,282	6	6,715	1,820	11.53	33.67

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
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Senior Architect															
AU10830	0.00%	1/1/2018	12/31/2018	25,344	39,309	53,274	67,239	81,203	95,168	109,133	6	13,965	1,820	13.93	59.96
AU10830	1.00%	1/1/2019	12/31/2019	25,598	39,702	53,806	67,911	82,015	96,120	110,224	6	14,104	1,820	14.06	60.56
AU10830	1.50%	1/1/2020	6/30/2020	25,982	40,298	54,614	68,930	83,246	97,562	111,878	6	14,316	1,820	14.28	61.47
AU10830	1.50%	7/1/2020	12/31/2020	26,371	40,902	55,433	69,964	84,494	99,025	113,556	6	14,531	1,820	14.49	62.39
AU10830	1.50%	1/1/2021	6/30/2021	26,767	41,516	56,264	71,013	85,762	100,510	115,259	6	14,749	1,820	14.71	63.33
AU10830	1.50%	7/1/2021	12/31/2021	27,168	42,138	57,108	72,078	87,048	102,018	116,988	6	14,970	1,820	14.93	64.28
AU10830	1.50%	1/1/2022	6/30/2022	27,576	42,770	57,965	73,159	88,354	103,548	118,743	6	15,194	1,820	15.15	65.24
AU10830	1.50%	7/1/2022	12/31/2022	27,990	43,412	58,834	74,257	89,679	105,102	120,524	6	15,422	1,820	15.38	66.22
Senior Body & Fender Mechanic															
AU10840	0.00%	1/1/2018	12/31/2018	19,008	28,762	38,515	48,269	58,023	67,776	77,530	6	9,754	2,080	9.14	37.27
AU10840	1.00%	1/1/2019	12/31/2019	19,198	29,049	38,900	48,752	58,603	68,454	78,305	6	9,851	2,080	9.23	37.65
AU10840	1.50%	1/1/2020	6/30/2020	19,486	29,485	39,484	49,483	59,482	69,481	79,480	6	9,999	2,080	9.37	38.21
AU10840	1.50%	7/1/2020	12/31/2020	19,778	29,927	40,076	50,225	60,374	70,523	80,672	6	10,149	2,080	9.51	38.78
AU10840	1.50%	1/1/2021	6/30/2021	20,075	30,376	40,677	50,979	61,280	71,581	81,882	6	10,301	2,080	9.65	39.37
AU10840	1.50%	7/1/2021	12/31/2021	20,376	30,832	41,288	51,743	62,199	72,654	83,110	6	10,456	2,080	9.80	39.96
AU10840	1.50%	1/1/2022	6/30/2022	20,682	31,294	41,907	52,519	63,132	73,744	84,357	6	10,612	2,080	9.94	40.56
AU10840	1.50%	7/1/2022	12/31/2022	20,992	31,764	42,535	53,307	64,079	74,850	85,622	6	10,772	2,080	10.09	41.16
Senior Field Rep/Property Improvement															
AU10850	0.00%	1/1/2018	12/31/2018	19,008	27,886	36,763	45,641	54,519	63,396	72,274	6	8,878	1,820	10.44	39.71
AU10850	1.00%	1/1/2019	12/31/2019	19,198	28,165	37,131	46,097	55,064	64,030	72,996	6	8,966	1,820	10.55	40.11
AU10850	1.50%	1/1/2020	6/30/2020	19,486	28,587	37,688	46,789	55,890	64,991	74,091	6	9,101	1,820	10.71	40.71
AU10850	1.50%	7/1/2020	12/31/2020	19,778	29,016	38,253	47,491	56,728	65,965	75,203	6	9,237	1,820	10.87	41.32
AU10850	1.50%	1/1/2021	6/30/2021	20,075	29,451	38,827	48,203	57,579	66,955	76,331	6	9,376	1,820	11.03	41.94
AU10850	1.50%	7/1/2021	12/31/2021	20,376	29,893	39,409	48,926	58,443	67,959	77,476	6	9,517	1,820	11.20	42.57
AU10850	1.50%	1/1/2022	6/30/2022	20,682	30,341	40,001	49,660	59,319	68,979	78,638	6	9,659	1,820	11.36	43.21
AU10850	1.50%	7/1/2022	12/31/2022	20,992	30,796	40,601	50,405	60,209	70,013	79,817	6	9,804	1,820	11.53	43.86
Senior Mason															
AU10860	0.00%	1/1/2018	12/31/2018	19,008	24,836	30,664	36,492	42,320	48,148	53,976	6	5,828	2,080	9.14	25.95
AU10860	1.00%	1/1/2019	12/31/2019	19,198	25,085	30,971	36,857	42,744	48,630	54,516	6	5,886	2,080	9.23	26.21
AU10860	1.50%	1/1/2020	6/30/2020	19,486	25,461	31,435	37,410	43,385	49,359	55,334	6	5,975	2,080	9.37	26.60
AU10860	1.50%	7/1/2020	12/31/2020	19,778	25,843	31,907	37,971	44,035	50,100	56,164	6	6,064	2,080	9.51	27.00
AU10860	1.50%	1/1/2021	6/30/2021	20,075	26,230	32,386	38,541	44,696	50,851	57,006	6	6,155	2,080	9.65	27.41
AU10860	1.50%	7/1/2021	12/31/2021	20,376	26,624	32,871	39,119	45,366	51,614	57,862	6	6,248	2,080	9.80	27.82
AU10860	1.50%	1/1/2022	6/30/2022	20,682	27,023	33,364	39,706	46,047	52,388	58,729	6	6,341	2,080	9.94	28.24
AU10860	1.50%	7/1/2022	12/31/2022	20,992	27,429	33,865	40,301	46,738	53,174	59,610	6	6,436	2,080	10.09	28.66

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Senior Mechanic															
AU10870	0.00%	1/1/2018	12/31/2018	19,008	28,762	38,515	48,269	58,023	67,776	77,530	6	9,754	2,080	9.14	37.27
AU10870	1.00%	1/1/2019	12/31/2019	19,198	29,049	38,900	48,752	58,603	68,454	78,305	6	9,851	2,080	9.23	37.65
AU10870	1.50%	1/1/2020	6/30/2020	19,486	29,485	39,484	49,483	59,482	69,481	79,480	6	9,999	2,080	9.37	38.21
AU10870	1.50%	7/1/2020	12/31/2020	19,778	29,927	40,076	50,225	60,374	70,523	80,672	6	10,149	2,080	9.51	38.78
AU10870	1.50%	1/1/2021	6/30/2021	20,075	30,376	40,677	50,979	61,280	71,581	81,882	6	10,301	2,080	9.65	39.37
AU10870	1.50%	7/1/2021	12/31/2021	20,376	30,832	41,288	51,743	62,199	72,654	83,110	6	10,456	2,080	9.80	39.96
AU10870	1.50%	1/1/2022	6/30/2022	20,682	31,294	41,907	52,519	63,132	73,744	84,357	6	10,612	2,080	9.94	40.56
AU10870	1.50%	7/1/2022	12/31/2022	20,992	31,764	42,535	53,307	64,079	74,850	85,622	6	10,772	2,080	10.09	41.16
Senior Payroll Clerk															
AU10880	0.00%	1/1/2018	12/31/2018	24,008	31,640	39,271	46,903	54,535	62,166	69,798	6	7,632	1,820	13.19	38.35
AU10880	1.00%	1/1/2019	12/31/2019	24,248	31,956	39,664	47,372	55,080	62,788	70,496	6	7,708	1,820	13.32	38.73
AU10880	1.50%	1/1/2020	6/30/2020	24,612	32,435	40,259	48,083	55,906	63,730	71,553	6	7,824	1,820	13.52	39.32
AU10880	1.50%	7/1/2020	12/31/2020	24,981	32,922	40,863	48,804	56,745	64,686	72,627	6	7,941	1,820	13.73	39.90
AU10880	1.50%	1/1/2021	6/30/2021	25,356	33,416	41,476	49,536	57,596	65,656	73,716	6	8,060	1,820	13.93	40.50
AU10880	1.50%	7/1/2021	12/31/2021	25,736	33,917	42,098	50,279	58,460	66,641	74,822	6	8,181	1,820	14.14	41.11
AU10880	1.50%	1/1/2022	6/30/2022	26,122	34,426	42,730	51,033	59,337	67,641	75,944	6	8,304	1,820	14.35	41.73
AU10880	1.50%	7/1/2022	12/31/2022	26,514	34,942	43,370	51,799	60,227	68,655	77,083	6	8,428	1,820	14.57	42.35
Senior Public Health Nurse															
AU10900	0.00%	1/1/2018	12/31/2018	36,184	42,281	48,378	54,475	60,572	66,669	72,766	6	6,097	1,820	19.88	39.98
AU10900	1.00%	1/1/2019	12/31/2019	36,546	42,704	48,862	55,020	61,178	67,336	73,494	6	6,158	1,820	20.08	40.38
AU10900	1.50%	1/1/2020	6/30/2020	37,094	43,344	49,595	55,845	62,095	68,346	74,596	6	6,250	1,820	20.38	40.99
AU10900	1.50%	7/1/2020	12/31/2020	37,650	43,995	50,339	56,683	63,027	69,371	75,715	6	6,344	1,820	20.69	41.60
AU10900	1.50%	1/1/2021	6/30/2021	38,215	44,654	51,094	57,533	63,972	70,411	76,851	6	6,439	1,820	21.00	42.23
AU10900	1.50%	7/1/2021	12/31/2021	38,788	45,324	51,860	58,396	64,932	71,468	78,003	6	6,536	1,820	21.31	42.86
AU10900	1.50%	1/1/2022	6/30/2022	39,370	46,004	52,638	59,272	65,906	72,540	79,173	6	6,634	1,820	21.63	43.50
AU10900	1.50%	7/1/2022	12/31/2022	39,961	46,694	53,428	60,161	66,894	73,628	80,361	6	6,733	1,820	21.96	44.15
Senior Public Works Repairer															
AU10910	0.00%	1/1/2018	12/31/2018	19,008	27,236	35,464	43,692	51,920	60,148	68,376	6	8,228	2,080	9.14	32.87
AU10910	1.00%	1/1/2019	12/31/2019	19,198	27,508	35,819	44,129	52,439	60,749	69,059	6	8,310	2,080	9.23	33.20
AU10910	1.50%	1/1/2020	6/30/2020	19,486	27,921	36,356	44,791	53,226	61,660	70,095	6	8,435	2,080	9.37	33.70
AU10910	1.50%	7/1/2020	12/31/2020	19,778	28,340	36,901	45,463	54,024	62,585	71,147	6	8,561	2,080	9.51	34.21
AU10910	1.50%	1/1/2021	6/30/2021	20,075	28,765	37,455	46,145	54,834	63,524	72,214	6	8,690	2,080	9.65	34.72
AU10910	1.50%	7/1/2021	12/31/2021	20,376	29,196	38,017	46,837	55,657	64,477	73,297	6	8,820	2,080	9.80	35.24
AU10910	1.50%	1/1/2022	6/30/2022	20,682	29,634	38,587	47,539	56,492	65,444	74,397	6	8,952	2,080	9.94	35.77
AU10910	1.50%	7/1/2022	12/31/2022	20,992	30,079	39,166	48,252	57,339	66,426	75,513	6	9,087	2,080	10.09	36.30

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Senior Public Works Repairer/Parking Meter Collect															
AU10920	0.00%	1/1/2018	12/31/2018	19,008	27,588	36,168	44,748	53,328	61,907	70,487	6	8,580	2,080	9.14	33.89
AU10920	1.00%	1/1/2019	12/31/2019	19,198	27,864	36,530	45,195	53,861	62,527	71,192	6	8,666	2,080	9.23	34.23
AU10920	1.50%	1/1/2020	6/30/2020	19,486	28,282	37,077	45,873	54,669	63,464	72,260	6	8,796	2,080	9.37	34.74
AU10920	1.50%	7/1/2020	12/31/2020	19,778	28,706	37,634	46,561	55,489	64,416	73,344	6	8,928	2,080	9.51	35.26
AU10920	1.50%	1/1/2021	6/30/2021	20,075	29,137	38,198	47,260	56,321	65,383	74,444	6	9,062	2,080	9.65	35.79
AU10920	1.50%	7/1/2021	12/31/2021	20,376	29,574	38,771	47,969	57,166	66,363	75,561	6	9,197	2,080	9.80	36.33
AU10920	1.50%	1/1/2022	6/30/2022	20,682	30,017	39,353	48,688	58,023	67,359	76,694	6	9,335	2,080	9.94	36.87
AU10920	1.50%	7/1/2022	12/31/2022	20,992	30,468	39,943	49,418	58,894	68,369	77,845	6	9,475	2,080	10.09	37.43
Senior Pumping Station Operator															
AU10930	0.00%	1/1/2018	12/31/2018	19,008	27,466	35,924	44,382	52,840	61,299	69,757	6	8,458	2,080	9.14	33.54
AU10930	1.00%	1/1/2019	12/31/2019	19,198	27,741	36,284	44,826	53,369	61,912	70,454	6	8,543	2,080	9.23	33.87
AU10930	1.50%	1/1/2020	6/30/2020	19,486	28,157	36,828	45,499	54,169	62,840	71,511	6	8,671	2,080	9.37	34.38
AU10930	1.50%	7/1/2020	12/31/2020	19,778	28,579	37,380	46,181	54,982	63,783	72,584	6	8,801	2,080	9.51	34.90
AU10930	1.50%	1/1/2021	6/30/2021	20,075	29,008	37,941	46,874	55,807	64,740	73,672	6	8,933	2,080	9.65	35.42
AU10930	1.50%	7/1/2021	12/31/2021	20,376	29,443	38,510	47,577	56,644	65,711	74,778	6	9,067	2,080	9.80	35.95
AU10930	1.50%	1/1/2022	6/30/2022	20,682	29,885	39,088	48,291	57,493	66,696	75,899	6	9,203	2,080	9.94	36.49
AU10930	1.50%	7/1/2022	12/31/2022	20,992	30,333	39,674	49,015	58,356	67,697	77,038	6	9,341	2,080	10.09	37.04
Senior Pumping Station Repairer/Mechanic															
AU10940	0.00%	1/1/2018	12/31/2018	21,120	27,801	34,481	41,162	47,842	54,523	61,204	6	6,681	2,080	10.15	29.42
AU10940	1.00%	1/1/2019	12/31/2019	21,331	28,079	34,826	41,573	48,321	55,068	61,816	6	6,747	2,080	10.26	29.72
AU10940	1.50%	1/1/2020	6/30/2020	21,651	28,500	35,348	42,197	49,046	55,894	62,743	6	6,849	2,080	10.41	30.16
AU10940	1.50%	7/1/2020	12/31/2020	21,976	28,927	35,879	42,830	49,781	56,733	63,684	6	6,951	2,080	10.57	30.62
AU10940	1.50%	1/1/2021	6/30/2021	22,306	29,361	36,417	43,472	50,528	57,584	64,639	6	7,056	2,080	10.72	31.08
AU10940	1.50%	7/1/2021	12/31/2021	22,640	29,802	36,963	44,125	51,286	58,447	65,609	6	7,161	2,080	10.88	31.54
AU10940	1.50%	1/1/2022	6/30/2022	22,980	30,249	37,518	44,786	52,055	59,324	66,593	6	7,269	2,080	11.05	32.02
AU10940	1.50%	7/1/2022	12/31/2022	23,325	30,702	38,080	45,458	52,836	60,214	67,592	6	7,378	2,080	11.21	32.50
Senior REHS Public Health															
AU10950	0.00%	1/1/2018	12/31/2018	21,120	32,031	42,942	53,853	64,763	75,674	86,585	6	10,911	1,820	11.60	47.57
AU10950	1.00%	1/1/2019	12/31/2019	21,331	31,101	40,871	50,640	60,410	70,180	79,950	6	9,770	1,820	11.72	43.93
AU10950	1.50%	1/1/2020	6/30/2020	21,651	31,568	41,484	51,400	61,316	71,233	81,149	6	9,916	1,820	11.90	44.59
AU10950	1.50%	7/1/2020	12/31/2020	21,976	32,041	42,106	52,171	62,236	72,301	82,366	6	10,065	1,820	12.07	45.26
AU10950	1.50%	1/1/2021	6/30/2021	22,306	32,522	42,738	52,954	63,170	73,386	83,602	6	10,216	1,820	12.26	45.93
AU10950	1.50%	7/1/2021	12/31/2021	22,640	33,009	43,379	53,748	64,117	74,486	84,856	6	10,369	1,820	12.44	46.62
AU10950	1.50%	1/1/2022	6/30/2022	22,980	33,505	44,029	54,554	65,079	75,604	86,128	6	10,525	1,820	12.63	47.32
AU10950	1.50%	7/1/2022	12/31/2022	23,325	34,007	44,690	55,372	66,055	76,738	87,420	6	10,683	1,820	12.82	48.03

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TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Senior Sanitary Inspector															
AU10960	0.00%	1/1/2018	12/31/2018	21,120	31,115	41,111	51,106	61,101	71,096	81,092	6	9,995	1,820	11.60	44.56
AU10960	1.00%	1/1/2019	12/31/2019	21,331	31,427	41,522	51,617	61,712	71,807	81,903	6	10,095	1,820	11.72	45.00
AU10960	1.50%	1/1/2020	6/30/2020	21,651	31,898	42,145	52,391	62,638	72,884	83,131	6	10,247	1,820	11.90	45.68
AU10960	1.50%	7/1/2020	12/31/2020	21,976	32,376	42,777	53,177	63,577	73,978	84,378	6	10,400	1,820	12.07	46.36
AU10960	1.50%	1/1/2021	6/30/2021	22,306	32,862	43,418	53,975	64,531	75,087	85,644	6	10,556	1,820	12.26	47.06
AU10960	1.50%	7/1/2021	12/31/2021	22,640	33,355	44,070	54,784	65,499	76,214	86,928	6	10,715	1,820	12.44	47.76
AU10960	1.50%	1/1/2022	6/30/2022	22,980	33,855	44,731	55,606	66,482	77,357	88,232	6	10,875	1,820	12.63	48.48
AU10960	1.50%	7/1/2022	12/31/2022	23,325	34,363	45,402	56,440	67,479	78,517	89,556	6	11,039	1,820	12.82	49.21
Sewer Repairer 1															
AU10970	0.00%	1/1/2018	12/31/2018	16,896	25,036	33,177	41,317	49,457	57,597	65,738	6	8,140	2,080	8.12	31.60
AU10970	1.00%	1/1/2019	12/31/2019	17,065	25,287	33,508	41,730	49,952	58,173	66,395	6	8,222	2,080	8.20	31.92
AU10970	1.50%	1/1/2020	6/30/2020	17,321	25,666	34,011	42,356	50,701	59,046	67,391	6	8,345	2,080	8.33	32.40
AU10970	1.50%	7/1/2020	12/31/2020	17,581	26,051	34,521	42,991	51,462	59,932	68,402	6	8,470	2,080	8.45	32.89
AU10970	1.50%	1/1/2021	6/30/2021	17,845	26,442	35,039	43,636	52,233	60,831	69,428	6	8,597	2,080	8.58	33.38
AU10970	1.50%	7/1/2021	12/31/2021	18,112	26,838	35,565	44,291	53,017	61,743	70,469	6	8,726	2,080	8.71	33.88
AU10970	1.50%	1/1/2022	6/30/2022	18,384	27,241	36,098	44,955	53,812	62,669	71,526	6	8,857	2,080	8.84	34.39
AU10970	1.50%	7/1/2022	12/31/2022	18,660	27,650	36,640	45,629	54,619	63,609	72,599	6	8,990	2,080	8.97	34.90
Sewer Repairer 1/Communications Manager															
AU10980	0.00%	1/1/2018	12/31/2018	25,344	33,484	41,625	49,765	57,905	66,045	74,185	6	8,140	2,080	12.18	35.67
AU10980	1.00%	1/1/2019	12/31/2019	25,598	33,819	42,041	50,262	58,484	66,706	74,927	6	8,222	2,080	12.31	36.02
AU10980	1.50%	1/1/2020	6/30/2020	25,982	34,326	42,671	51,016	59,361	67,706	76,051	6	8,345	2,080	12.49	36.56
AU10980	1.50%	7/1/2020	12/31/2020	26,371	34,841	43,312	51,782	60,252	68,722	77,192	6	8,470	2,080	12.68	37.11
AU10980	1.50%	1/1/2021	6/30/2021	26,767	35,364	43,961	52,558	61,156	69,753	78,350	6	8,597	2,080	12.87	37.67
AU10980	1.50%	7/1/2021	12/31/2021	27,168	35,894	44,621	53,347	62,073	70,799	79,525	6	8,726	2,080	13.06	38.23
AU10980	1.50%	1/1/2022	6/30/2022	27,576	36,433	45,290	54,147	63,004	71,861	80,718	6	8,857	2,080	13.26	38.81
AU10980	1.50%	7/1/2022	12/31/2022	27,990	36,979	45,969	54,959	63,949	72,939	81,929	6	8,990	2,080	13.46	39.39
Supervising Electrician															
AU10990	0.00%	1/1/2018	12/31/2018	21,120	29,893	38,666	47,439	56,211	64,984	73,757	6	8,773	2,080	10.15	35.46
AU10990	1.00%	1/1/2019	12/31/2019	21,331	30,192	39,052	47,913	56,773	65,634	74,494	6	8,861	2,080	10.26	35.81
AU10990	1.50%	1/1/2020	6/30/2020	21,651	30,645	39,638	48,632	57,625	66,618	75,612	6	8,993	2,080	10.41	36.35
AU10990	1.50%	7/1/2020	12/31/2020	21,976	31,104	40,233	49,361	58,489	67,618	76,746	6	9,128	2,080	10.57	36.90
AU10990	1.50%	1/1/2021	6/30/2021	22,306	31,571	40,836	50,101	59,367	68,632	77,897	6	9,265	2,080	10.72	37.45
AU10990	1.50%	7/1/2021	12/31/2021	22,640	32,045	41,449	50,853	60,257	69,661	79,066	6	9,404	2,080	10.88	38.01
AU10990	1.50%	1/1/2022	6/30/2022	22,980	32,525	42,071	51,616	61,161	70,706	80,252	6	9,545	2,080	11.05	38.58
AU10990	1.50%	7/1/2022	12/31/2022	23,325	33,013	42,702	52,390	62,079	71,767	81,455	6	9,688	2,080	11.21	39.16

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TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Tax Searcher															
AU11010	0.00%	1/1/2018	12/31/2018	26,400	33,355	40,310	47,265	54,220	61,175	68,130	6	6,955	1,820	14.51	37.43
AU11010	1.00%	1/1/2019	12/31/2019	26,664	33,689	40,713	47,737	54,762	61,786	68,811	6	7,024	1,820	14.65	37.81
AU11010	1.50%	1/1/2020	6/30/2020	27,064	34,194	41,324	48,454	55,583	62,713	69,843	6	7,130	1,820	14.87	38.38
AU11010	1.50%	7/1/2020	12/31/2020	27,470	34,707	41,944	49,180	56,417	63,654	70,891	6	7,237	1,820	15.09	38.95
AU11010	1.50%	1/1/2021	6/30/2021	27,882	35,227	42,573	49,918	57,263	64,609	71,954	6	7,345	1,820	15.32	39.54
AU11010	1.50%	7/1/2021	12/31/2021	28,300	35,756	43,211	50,667	58,122	65,578	73,033	6	7,455	1,820	15.55	40.13
AU11010	1.50%	1/1/2022	6/30/2022	28,725	36,292	43,860	51,427	58,994	66,561	74,129	6	7,567	1,820	15.78	40.73
AU11010	1.50%	7/1/2022	12/31/2022	29,156	36,837	44,517	52,198	59,879	67,560	75,241	6	7,681	1,820	16.02	41.34
Technical Assistant to the Construction Official															
AU11020	0.00%	1/1/2018	12/31/2018	19,008	25,892	32,776	39,660	46,544	53,428	60,313	6	6,884	1,820	10.44	33.14
AU11020	1.00%	1/1/2019	12/31/2019	19,198	26,151	33,104	40,057	47,010	53,963	60,916	6	6,953	1,820	10.55	33.47
AU11020	1.50%	1/1/2020	6/30/2020	19,486	26,543	33,601	40,658	47,715	54,772	61,829	6	7,057	1,820	10.71	33.97
AU11020	1.50%	7/1/2020	12/31/2020	19,778	26,942	34,105	41,268	48,431	55,594	62,757	6	7,163	1,820	10.87	34.48
AU11020	1.50%	1/1/2021	6/30/2021	20,075	27,346	34,616	41,887	49,157	56,428	63,698	6	7,271	1,820	11.03	35.00
AU11020	1.50%	7/1/2021	12/31/2021	20,376	27,756	35,135	42,515	49,895	57,274	64,654	6	7,380	1,820	11.20	35.52
AU11020	1.50%	1/1/2022	6/30/2022	20,682	28,172	35,662	43,153	50,643	58,133	65,623	6	7,490	1,820	11.36	36.06
AU11020	1.50%	7/1/2022	12/31/2022	20,992	28,595	36,197	43,800	51,403	59,005	66,608	6	7,603	1,820	11.53	36.60
Technical Assistant to the Construction Official/Construction Department															
AU11020	0.00%	1/1/2018	12/31/2018	24,008	30,892	37,776	44,660	51,544	58,428	65,313	6	6,884	1,820	13.19	35.89
AU11020	1.00%	1/1/2019	12/31/2019	24,248	31,201	38,154	45,107	52,060	59,013	65,966	6	6,953	1,820	13.32	36.24
AU11020	1.50%	1/1/2020	6/30/2020	24,612	31,669	38,726	45,784	52,841	59,898	66,955	6	7,057	1,820	13.52	36.79
AU11020	1.50%	7/1/2020	12/31/2020	24,981	32,144	39,307	46,470	53,633	60,796	67,959	6	7,163	1,820	13.73	37.34
AU11020	1.50%	1/1/2021	6/30/2021	25,356	32,626	39,897	47,167	54,438	61,708	68,979	6	7,271	1,820	13.93	37.90
AU11020	1.50%	7/1/2021	12/31/2021	25,736	33,116	40,495	47,875	55,254	62,634	70,014	6	7,380	1,820	14.14	38.47
AU11020	1.50%	1/1/2022	6/30/2022	26,122	33,612	41,103	48,593	56,083	63,573	71,064	6	7,490	1,820	14.35	39.05
AU11020	1.50%	7/1/2022	12/31/2022	26,514	34,117	41,719	49,322	56,924	64,527	72,130	6	7,603	1,820	14.57	39.63
Tenant Relations Assistant															
AU11025	0.00%	1/1/2019	12/31/2019	24,752	35,479	46,205	56,931	67,657	78,383	89,109	6	10,726	1,820	13.60	48.96
AU11025	1.00%	1/1/2020	6/30/2020	25,000	35,833	46,667	57,500	68,333	79,167	90,000	6	10,833	1,820	13.74	49.45
AU11025	1.50%	7/1/2020	12/31/2020	25,375	36,371	47,367	58,363	69,358	80,354	91,350	6	10,996	1,820	13.94	50.19
AU11025	1.50%	1/1/2021	6/30/2021	25,756	36,916	48,077	59,238	70,399	81,559	92,720	6	11,161	1,820	14.15	50.95
AU11025	1.50%	7/1/2021	12/31/2021	26,142	37,470	48,798	60,127	71,455	82,783	94,111	6	11,328	1,820	14.36	51.71
AU11025	1.50%	1/1/2022	6/30/2022	26,534	38,032	49,530	61,028	72,527	84,025	95,523	6	11,498	1,820	14.58	52.49
AU11025	1.50%	7/1/2022	12/31/2022	26,932	38,603	50,273	61,944	73,614	85,285	96,956	6	11,671	1,820	14.80	53.27
Truck Driver															

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
AU11030	0.00%	1/1/2018	12/31/2018	19,008	26,073	33,138	40,203	47,267	54,332	61,397	6	7,065	2,080	9.14	29.52
AU11030	1.00%	1/1/2019	12/31/2019	19,198	26,334	33,469	40,605	47,740	54,875	62,011	6	7,135	2,080	9.23	29.81
AU11030	1.50%	1/1/2020	6/30/2020	19,486	26,729	33,971	41,214	48,456	55,699	62,941	6	7,242	2,080	9.37	30.26
AU11030	1.50%	7/1/2020	12/31/2020	19,778	27,130	34,481	41,832	49,183	56,534	63,885	6	7,351	2,080	9.51	30.71
AU11030	1.50%	1/1/2021	6/30/2021	20,075	27,537	34,998	42,459	49,921	57,382	64,843	6	7,461	2,080	9.65	31.17
AU11030	1.50%	7/1/2021	12/31/2021	20,376	27,950	35,523	43,096	50,669	58,243	65,816	6	7,573	2,080	9.80	31.64
AU11030	1.50%	1/1/2022	6/30/2022	20,682	28,369	36,056	43,743	51,430	59,116	66,803	6	7,687	2,080	9.94	32.12
AU11030	1.50%	7/1/2022	12/31/2022	20,992	28,794	36,597	44,399	52,201	60,003	67,805	6	7,802	2,080	10.09	32.60

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	% CHANGE	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Violations Clerk															
AU11040	0.00%	1/1/2018	12/31/2018	36,680	41,723	46,765	51,807	56,849	61,892	66,934	6	5,042	1,820	20.15	36.78
AU11040	1.00%	1/1/2019	12/31/2019	37,047	42,140	47,232	52,325	57,418	62,511	67,603	6	5,093	1,820	20.36	37.14
AU11040	1.50%	1/1/2020	6/30/2020	37,603	42,772	47,941	53,110	58,279	63,448	68,618	6	5,169	1,820	20.66	37.70
AU11040	1.50%	7/1/2020	12/31/2020	38,167	43,413	48,660	53,907	59,153	64,400	69,647	6	5,247	1,820	20.97	38.27
AU11040	1.50%	1/1/2021	6/30/2021	38,739	44,065	49,390	54,715	60,041	65,366	70,692	6	5,325	1,820	21.29	38.84
AU11040	1.50%	7/1/2021	12/31/2021	39,320	44,726	50,131	55,536	60,941	66,347	71,752	6	5,405	1,820	21.60	39.42
AU11040	1.50%	1/1/2022	6/30/2022	39,910	45,396	50,883	56,369	61,855	67,342	72,828	6	5,486	1,820	21.93	40.02
AU11040	1.50%	7/1/2022	12/31/2022	40,509	46,077	51,646	57,215	62,783	68,352	73,921	6	5,569	1,820	22.26	40.62
Zoning Officer															
AU11050	0.00%	1/1/2018	12/31/2018	19,008	28,129	37,249	46,369	55,490	64,610	73,731	6	9,120	1,820	10.44	40.51
AU11050	1.00%	1/1/2019	12/31/2019	19,198	28,410	37,621	46,833	56,045	65,256	74,468	6	9,212	1,820	10.55	40.92
AU11050	1.50%	1/1/2020	6/30/2020	19,486	28,836	38,186	47,535	56,885	66,235	75,585	6	9,350	1,820	10.71	41.53
AU11050	1.50%	7/1/2020	12/31/2020	19,778	29,268	38,759	48,249	57,739	67,229	76,719	6	9,490	1,820	10.87	42.15
AU11050	1.50%	1/1/2021	6/30/2021	20,075	29,708	39,340	48,972	58,605	68,237	77,869	6	9,632	1,820	11.03	42.79
AU11050	1.50%	7/1/2021	12/31/2021	20,376	30,153	39,930	49,707	59,484	69,261	79,037	6	9,777	1,820	11.20	43.43
AU11050	1.50%	1/1/2022	6/30/2022	20,682	30,605	40,529	50,452	60,376	70,299	80,223	6	9,924	1,820	11.36	44.08
AU11050	1.50%	7/1/2022	12/31/2022	20,992	31,064	41,137	51,209	61,282	71,354	81,426	6	10,072	1,820	11.53	44.74
Returning Retiree Limited/Any Full Time Position, Part Time Hourly Rate as per positions above															
AU11060	0.00%	1/1/2017	12/31/2022	15,000	15,000	15,000	15,000	15,000	15,000	15,000	0	-	1,820	8.24	44.38
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.															

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Budget Examiner															
MA10010	0.00%	1/1/2018	12/31/2018	40,000	50,000	60,000	70,000	80,000	90,000	100,000	6	10,000	1,820	21.98	54.95
MA10010	1.00%	1/1/2019	12/31/2019	40,400	50,500	60,600	70,700	80,800	90,900	101,000	6	10,100	1,820	22.20	55.49
MA10010	1.50%	1/1/2020	6/30/2020	41,006	51,258	61,509	71,761	82,012	92,264	102,515	6	10,252	1,820	22.53	56.33
MA10010	1.50%	7/1/2020	12/31/2020	41,621	52,026	62,432	72,837	83,242	93,647	104,053	6	10,405	1,820	22.87	57.17
MA10010	1.50%	1/1/2021	6/30/2021	42,245	52,807	63,368	73,929	84,491	95,052	105,614	6	10,561	1,820	23.21	58.03
MA10010	1.50%	7/1/2021	12/31/2021	42,879	53,599	64,319	75,038	85,758	96,478	107,198	6	10,720	1,820	23.56	58.90
MA10010	1.50%	1/1/2022	6/30/2022	43,522	54,403	65,283	76,164	87,045	97,925	108,806	6	10,881	1,820	23.91	59.78
MA10010	1.50%	7/1/2022	12/31/2022	44,175	55,219	66,263	77,306	88,350	99,394	110,438	6	11,044	1,820	24.27	60.68
Assistant Comptroller															
MA10010	0.00%	1/1/2018	12/31/2018	21,120	32,923	44,726	56,530	68,333	80,136	91,939	6	11,803	1,820	11.60	50.52
MA10010	1.00%	1/1/2019	12/31/2019	21,331	33,253	45,174	57,095	69,016	80,937	92,859	6	11,921	1,820	11.72	51.02
MA10010	1.50%	1/1/2020	6/30/2020	21,651	33,751	45,851	57,951	70,051	82,151	94,251	6	12,100	1,820	11.90	51.79
MA10010	1.50%	7/1/2020	12/31/2020	21,976	34,258	46,539	58,821	71,102	83,384	95,665	6	12,282	1,820	12.07	52.56
MA10010	1.50%	1/1/2021	6/30/2021	22,306	34,771	47,237	59,703	72,169	84,634	97,100	6	12,466	1,820	12.26	53.35
MA10010	1.50%	7/1/2021	12/31/2021	22,640	35,293	47,946	60,598	73,251	85,904	98,557	6	12,653	1,820	12.44	54.15
MA10010	1.50%	1/1/2022	6/30/2022	22,980	35,822	48,665	61,507	74,350	87,193	100,035	6	12,843	1,820	12.63	54.96
MA10010	1.50%	7/1/2022	12/31/2022	23,325	36,360	49,395	62,430	75,465	88,500	101,536	6	13,035	1,820	12.82	55.79
Assistant Township Attorney															
MA10020	0.00%	1/1/2017	12/31/2022	31,500	31,500	31,500	31,500	31,500	31,500	31,500	0	-	1,820	17.31	17.31
Assistant Director of Public Works															
MA10030	0.00%	1/1/2018	12/31/2018	71,865	79,232	86,600	93,967	101,334	108,701	116,068	6	7,367	1,820	39.49	63.77
MA10030	1.00%	1/1/2019	12/31/2019	72,584	80,025	87,465	94,906	102,347	109,788	117,229	6	7,441	1,820	39.88	64.41
MA10030	1.50%	1/1/2020	6/30/2020	73,673	81,225	88,777	96,330	103,882	111,435	118,987	6	7,552	1,820	40.48	65.38
MA10030	1.50%	7/1/2020	12/31/2020	74,778	82,443	90,109	97,775	105,441	113,106	120,772	6	7,666	1,820	41.09	66.36
MA10030	1.50%	1/1/2021	6/30/2021	75,899	83,680	91,461	99,242	107,022	114,803	122,584	6	7,781	1,820	41.70	67.35
MA10030	1.50%	7/1/2021	12/31/2021	77,038	84,935	92,833	100,730	108,628	116,525	124,423	6	7,897	1,820	42.33	68.36
MA10030	1.50%	1/1/2022	6/30/2022	78,193	86,209	94,225	102,241	110,257	118,273	126,289	6	8,016	1,820	42.96	69.39
MA10030	1.50%	7/1/2022	12/31/2022	79,366	87,502	95,639	103,775	111,911	120,047	128,183	6	8,136	1,820	43.61	70.43

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Director of Public Works/Recycling Center Manager/Clean Communities Coordinator															
MA10040	0.00%	1/1/2018	12/31/2018	71,865	79,232	86,599	93,966	101,334	108,701	116,068	6	7,367	1,820	39.49	63.77
MA10040	1.00%	1/1/2019	12/31/2019	72,583	80,024	87,465	94,906	102,347	109,788	117,229	6	7,441	1,820	39.88	64.41
MA10040	1.50%	1/1/2020	6/30/2020	73,672	81,225	88,777	96,330	103,882	111,435	118,987	6	7,553	1,820	40.48	65.38
MA10040	1.50%	7/1/2020	12/31/2020	74,777	82,443	90,109	97,775	105,440	113,106	120,772	6	7,666	1,820	41.09	66.36
MA10040	1.50%	1/1/2021	6/30/2021	75,899	83,680	91,460	99,241	107,022	114,803	122,584	6	7,781	1,820	41.70	67.35
MA10040	1.50%	7/1/2021	12/31/2021	77,037	84,935	92,832	100,730	108,627	116,525	124,422	6	7,898	1,820	42.33	68.36
MA10040	1.50%	1/1/2022	6/30/2022	78,193	86,209	94,225	102,241	110,257	118,273	126,289	6	8,016	1,820	42.96	69.39
MA10040	1.50%	7/1/2022	12/31/2022	79,366	87,502	95,638	103,774	111,911	120,047	128,183	6	8,136	1,820	43.61	70.43
Business Administrator															
MA10050	0.00%	1/1/2018	12/31/2018	31,680	53,848	76,016	98,184	120,352	142,520	164,688	6	22,168	1,820	17.41	90.49
MA10050	1.00%	1/1/2019	12/31/2019	31,997	54,387	76,776	99,166	121,556	143,945	166,335	6	22,390	1,820	17.58	91.39
MA10050	1.50%	1/1/2020	6/30/2020	32,477	55,202	77,928	100,654	123,379	146,105	168,830	6	22,726	1,820	17.84	92.76
MA10050	1.50%	7/1/2020	12/31/2020	32,964	56,031	79,097	102,163	125,230	148,296	171,363	6	23,066	1,820	18.11	94.16
MA10050	1.50%	1/1/2021	6/30/2021	33,459	56,871	80,283	103,696	127,108	150,521	173,933	6	23,412	1,820	18.38	95.57
MA10050	1.50%	7/1/2021	12/31/2021	33,960	57,724	81,488	105,251	129,015	152,778	176,542	6	23,764	1,820	18.66	97.00
MA10050	1.50%	1/1/2022	6/30/2022	34,470	58,590	82,710	106,830	130,950	155,070	179,190	6	24,120	1,820	18.94	98.46
MA10050	1.50%	7/1/2022	12/31/2022	34,987	59,469	83,951	108,432	132,914	157,396	181,878	6	24,482	1,820	19.22	99.93
Business Administrator/Secretary to the Insurance Commissioner															
MA10065	0.00%	1/1/2018	12/31/2018	34,128	56,296	78,464	100,632	122,800	144,968	167,136	6	22,168	1,820	18.75	91.83
MA10065	1.00%	1/1/2019	12/31/2019	34,469	56,859	79,249	101,639	124,028	146,418	168,808	6	22,390	1,820	18.94	92.75
MA10065	1.50%	1/1/2020	6/30/2020	34,987	57,712	80,438	103,163	125,889	148,614	171,340	6	22,726	1,820	19.22	94.14
MA10065	1.50%	7/1/2020	12/31/2020	35,511	58,578	81,644	104,711	127,777	150,843	173,910	6	23,066	1,820	19.51	95.55
MA10065	1.50%	1/1/2021	6/30/2021	36,044	59,456	82,869	106,281	129,694	153,106	176,518	6	23,412	1,820	19.80	96.99
MA10065	1.50%	7/1/2021	12/31/2021	36,585	60,348	84,112	107,875	131,639	155,403	179,166	6	23,764	1,820	20.10	98.44
MA10065	1.50%	1/1/2022	6/30/2022	37,133	61,253	85,374	109,494	133,614	157,734	181,854	6	24,120	1,820	20.40	99.92
MA10065	1.50%	7/1/2022	12/31/2022	37,690	62,172	86,654	111,136	135,618	160,100	184,582	6	24,482	1,820	20.71	101.42

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Chief Financial Officer															
MA10070	0.00%	1/1/2018	6/30/2018	63,360	80,123	96,885	113,648	130,410	147,173	163,935	6	16,763	1,820	34.81	90.07
MA10070	0.00%	7/1/2018	12/31/2018	73,360	90,123	106,885	123,648	140,410	157,173	173,935	6	16,763	1,820	40.31	95.57
MA10070	1.00%	1/1/2019	12/31/2019	74,094	91,024	107,954	124,884	141,814	158,744	175,674	6	16,930	1,820	40.71	96.52
MA10070	1.50%	1/1/2020	6/30/2020	75,205	92,389	109,573	126,757	143,941	161,125	178,309	6	17,184	1,820	41.32	97.97
MA10070	1.50%	7/1/2020	12/31/2020	76,333	93,775	111,217	128,659	146,100	163,542	180,984	6	17,442	1,820	41.94	99.44
MA10070	1.50%	1/1/2021	6/30/2021	77,478	95,182	112,885	130,588	148,292	165,995	183,699	6	17,703	1,820	42.57	100.93
MA10070	1.50%	7/1/2021	12/31/2021	78,640	96,609	114,578	132,547	150,516	168,485	186,454	6	17,969	1,820	43.21	102.45
MA10070	1.50%	1/1/2022	6/30/2022	79,820	98,058	116,297	134,536	152,774	171,013	189,251	6	18,239	1,820	43.86	103.98
MA10070	1.50%	7/1/2022	12/31/2022	81,017	99,529	118,041	136,554	155,066	173,578	192,090	6	18,512	1,820	44.51	105.54
Chief Judge of the Municipal Court															
MA10080	0.00%	1/1/2018	12/31/2022	43,000	43,000	43,000	43,000	43,000	43,000	43,000	0	-	1,820	23.63	23.63
Communications Manager															
MA10090	0.00%	1/1/2018	12/31/2018	89,200	91,840	94,480	97,120	99,761	102,401	105,041	6	2,640	1,820	49.01	57.71
MA10090	1.00%	1/1/2019	12/31/2019	90,092	92,759	95,425	98,092	100,758	103,425	106,091	6	2,666	1,820	49.50	58.29
MA10090	1.50%	1/1/2020	6/30/2020	91,444	94,150	96,857	99,563	102,269	104,976	107,682	6	2,706	1,820	50.24	59.17
MA10090	1.50%	7/1/2020	12/31/2020	92,815	95,563	98,310	101,057	103,804	106,551	109,298	6	2,747	1,820	51.00	60.05
MA10090	1.50%	1/1/2021	6/30/2021	94,208	96,996	99,784	102,572	105,361	108,149	110,937	6	2,788	1,820	51.76	60.95
MA10090	1.50%	7/1/2021	12/31/2021	95,621	98,451	101,281	104,111	106,941	109,771	112,601	6	2,830	1,820	52.54	61.87
MA10090	1.50%	1/1/2022	6/30/2022	97,055	99,928	102,800	105,673	108,545	111,418	114,290	6	2,872	1,820	53.33	62.80
MA10090	1.50%	7/1/2022	12/31/2022	98,511	101,427	104,342	107,258	110,173	113,089	116,004	6	2,916	1,820	54.13	63.74
Communications Manager w/ OEM Coordinator															
MA10095	1.00%	1/1/2019	12/31/2019	94,592	97,266	99,940	102,614	105,288	107,962	110,636	6	2,674	1,820	51.97	60.79
MA10095	1.50%	1/1/2020	6/30/2020	96,011	98,725	101,439	104,153	106,867	109,581	112,295	6	2,714	1,820	52.75	61.70
MA10095	1.50%	7/1/2020	12/31/2020	97,452	100,206	102,961	105,716	108,470	111,225	113,980	6	2,755	1,820	53.54	62.63
MA10095	1.50%	1/1/2021	6/30/2021	98,913	101,709	104,505	107,301	110,098	112,894	115,690	6	2,796	1,820	54.35	63.57
MA10095	1.50%	7/1/2021	12/31/2021	100,397	103,235	106,073	108,911	111,749	114,587	117,425	6	2,838	1,820	55.16	64.52
MA10095	1.50%	1/1/2022	6/30/2022	101,903	104,784	107,664	110,545	113,425	116,306	119,186	6	2,881	1,820	55.99	65.49
MA10095	1.50%	7/1/2022	12/31/2022	103,431	106,355	109,279	112,203	115,127	118,050	120,974	6	2,924	1,820	56.83	66.47

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Construction Official															
MA10100	0.00%	1/1/2018	12/31/2018	23,232	37,368	51,504	65,640	79,776	93,912	108,049	6	14,136	1,820	12.76	59.37
MA10100	1.00%	1/1/2019	12/31/2019	28,514	42,792	57,069	71,347	85,624	99,902	114,179	6	14,277	1,820	15.67	62.74
MA10100	1.50%	1/1/2020	6/30/2020	28,942	43,434	57,925	72,417	86,909	101,400	115,892	6	14,492	1,820	15.90	63.68
MA10100	1.50%	7/1/2020	12/31/2020	29,376	44,085	58,794	73,503	88,212	102,921	117,630	6	14,709	1,820	16.14	64.63
MA10100	1.50%	1/1/2021	6/30/2021	29,817	44,747	59,676	74,606	89,535	104,465	119,395	6	14,930	1,820	16.38	65.60
MA10100	1.50%	7/1/2021	12/31/2021	30,264	45,418	60,571	75,725	90,878	106,032	121,185	6	15,154	1,820	16.63	66.59
MA10100	1.50%	1/1/2022	6/30/2022	30,718	46,099	61,480	76,861	92,242	107,622	123,003	6	15,381	1,820	16.88	67.58
MA10100	1.50%	7/1/2022	12/31/2022	31,179	46,791	62,402	78,014	93,625	109,237	124,848	6	15,612	1,820	17.13	68.60
Deputy Municipal Department Head															
MA10110	0.00%	1/1/2018	12/31/2018	30,400	41,400	52,400	63,400	74,400	85,400	96,400	6	11,000	1,820	16.70	52.97
MA10110	1.00%	1/1/2019	12/31/2019	30,400	41,400	52,400	63,400	74,400	85,400	96,400	6	11,000	1,820	16.70	52.97
MA10110	1.50%	1/1/2020	6/30/2020	30,400	41,400	52,400	63,400	74,400	85,400	96,400	6	11,000	1,820	16.70	52.97
MA10110	1.50%	7/1/2020	12/31/2020	30,856	42,021	53,186	64,351	75,516	86,681	97,846	6	11,165	1,820	16.95	53.76
MA10110	1.50%	1/1/2021	6/30/2021	31,319	42,651	53,984	65,316	76,649	87,981	99,313	6	11,332	1,820	17.21	54.57
MA10110	1.50%	7/1/2021	12/31/2021	31,789	43,291	54,794	66,296	77,798	89,301	100,803	6	11,502	1,820	17.47	55.39
MA10110	1.50%	1/1/2022	6/30/2022	32,266	43,941	55,615	67,290	78,965	90,640	102,315	6	11,675	1,820	17.73	56.22
MA10110	1.50%	7/1/2022	12/31/2022	32,750	44,600	56,450	68,300	80,150	92,000	103,850	6	11,850	1,820	17.99	57.06
Deputy Municipal Department Head/Informatic															
MA10120	0.00%	1/1/2018	12/31/2018	68,080	75,472	82,864	90,256	97,648	105,041	112,433	6	7,392	1,820	37.41	61.78
MA10120	1.00%	1/1/2019	12/31/2019	68,761	76,227	83,693	91,159	98,625	106,091	113,557	6	7,466	1,820	37.78	62.39
MA10120	1.50%	1/1/2020	6/30/2020	69,793	77,371	84,948	92,526	100,104	107,682	115,260	6	7,578	1,820	38.35	63.33
MA10120	1.50%	7/1/2020	12/31/2020	70,839	78,531	86,223	93,914	101,606	109,298	116,989	6	7,692	1,820	38.92	64.28
MA10120	1.50%	1/1/2021	6/30/2021	71,902	79,709	87,516	95,323	103,130	110,937	118,744	6	7,807	1,820	39.51	65.24
MA10120	1.50%	7/1/2021	12/31/2021	72,981	80,905	88,829	96,753	104,677	112,601	120,525	6	7,924	1,820	40.10	66.22
MA10120	1.50%	1/1/2022	6/30/2022	74,075	82,118	90,161	98,204	106,247	114,290	122,333	6	8,043	1,820	40.70	67.22
MA10120	1.50%	7/1/2022	12/31/2022	75,186	83,350	91,514	99,677	107,841	116,004	124,168	6	8,164	1,820	41.31	68.22
Director of Planning and Development															
MA10130	0.00%	1/1/2018	12/31/2018	38,016	52,265	66,514	80,763	95,012	109,261	123,510	6	14,249	1,820	20.89	67.86
MA10130	1.00%	1/1/2019	12/31/2019	38,396	52,788	67,179	81,571	95,962	110,354	124,745	6	14,391	1,820	21.10	68.54
MA10130	1.50%	1/1/2020	6/30/2020	38,972	53,580	68,187	82,794	97,402	112,009	126,616	6	14,607	1,820	21.41	69.57
MA10130	1.50%	7/1/2020	12/31/2020	39,557	54,383	69,210	84,036	98,863	113,689	128,516	6	14,826	1,820	21.73	70.61
MA10130	1.50%	1/1/2021	6/30/2021	40,150	55,199	70,248	85,297	100,346	115,395	130,443	6	15,049	1,820	22.06	71.67
MA10130	1.50%	7/1/2021	12/31/2021	40,753	56,027	71,302	86,576	101,851	117,125	132,400	6	15,275	1,820	22.39	72.75
MA10130	1.50%	1/1/2022	6/30/2022	41,364	56,868	72,371	87,875	103,379	118,882	134,386	6	15,504	1,820	22.73	73.84
MA10130	1.50%	7/1/2022	12/31/2022	41,984	57,721	73,457	89,193	104,929	120,666	136,402	6	15,736	1,820	23.07	74.95

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Director of Public Works															
MA10140	0.00%	1/1/2018	12/31/2018	42,240	61,479	80,718	99,957	119,196	138,435	157,674	6	19,239	1,820	23.21	86.63
MA10140	1.00%	1/1/2019	12/31/2019	42,663	62,094	81,525	100,957	120,388	139,820	159,251	6	19,431	1,820	23.44	87.50
MA10140	1.50%	1/1/2020	6/30/2020	43,303	63,025	82,748	102,471	122,194	141,917	161,640	6	19,723	1,820	23.79	88.81
MA10140	1.50%	7/1/2020	12/31/2020	43,952	63,971	83,990	104,008	124,027	144,046	164,064	6	20,019	1,820	24.15	90.15
MA10140	1.50%	1/1/2021	6/30/2021	44,611	64,930	85,249	105,568	125,887	146,206	166,525	6	20,319	1,820	24.51	91.50
MA10140	1.50%	7/1/2021	12/31/2021	45,281	65,904	86,528	107,152	127,776	148,400	169,023	6	20,624	1,820	24.88	92.87
MA10140	1.50%	1/1/2022	6/30/2022	45,960	66,893	87,826	108,759	129,692	150,625	171,559	6	20,933	1,820	25.25	94.26
MA10140	1.50%	7/1/2022	12/31/2022	46,649	67,896	89,143	110,391	131,638	152,885	174,132	6	21,247	1,820	25.63	95.68
Director of Recreation															
MA10150	0.00%	1/1/2018	12/31/2018	35,904	51,044	66,184	81,324	96,463	111,603	126,743	6	15,140	1,820	19.73	69.64
MA10150	1.00%	1/1/2019	12/31/2019	36,263	51,554	66,846	82,137	97,428	112,719	128,010	6	15,291	1,820	19.92	70.34
MA10150	1.50%	1/1/2020	6/30/2020	36,807	52,328	67,848	83,369	98,889	114,410	129,931	6	15,521	1,820	20.22	71.39
MA10150	1.50%	7/1/2020	12/31/2020	37,359	53,112	68,866	84,619	100,373	116,126	131,880	6	15,753	1,820	20.53	72.46
MA10150	1.50%	1/1/2021	6/30/2021	37,919	53,909	69,899	85,889	101,878	117,868	133,858	6	15,990	1,820	20.83	73.55
MA10150	1.50%	7/1/2021	12/31/2021	38,488	54,718	70,947	87,177	103,406	119,636	135,866	6	16,230	1,820	21.15	74.65
MA10150	1.50%	1/1/2022	6/30/2022	39,066	55,539	72,012	88,485	104,958	121,431	137,904	6	16,473	1,820	21.46	75.77
MA10150	1.50%	7/1/2022	12/31/2022	39,652	56,372	73,092	89,812	106,532	123,252	139,972	6	16,720	1,820	21.79	76.91
Fire Chief *															
MA10160	0.00%	1/1/2018	12/31/2018	142,447						154,426	2	5,989	1,820	78.27	84.85
MA10160	0.00%	1/1/2019	12/31/2019	142,447						154,426	2	5,989	1,820	78.27	84.85
MA10160	1.50%	1/1/2020	6/30/2020	144,584						156,742	2	6,079	1,820	79.44	86.12
MA10160	1.50%	7/1/2020	12/31/2020	146,752						159,093	2	6,170	1,820	80.63	87.41
MA10160	1.50%	1/1/2021	6/30/2021	148,954						161,480	2	6,263	1,820	81.84	88.73
MA10160	1.50%	7/1/2021	12/31/2021	151,188						163,902	2	6,357	1,820	83.07	90.06
MA10160	1.50%	1/1/2022	6/30/2022	153,456						166,360	2	6,452	1,820	84.32	91.41
MA10160	1.50%	7/1/2022	12/31/2022	155,758						168,856	2	6,549	1,820	85.58	92.78

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Fire Chief w/ EMT *															
MA10180	0.00%	1/1/2018	12/31/2018	145,447						157,427	2	5,990	1,820	79.92	86.50
MA10180	0.00%	1/1/2019	12/31/2019	146,447						158,427	2	5,990	1,820	80.47	87.05
MA10180	1.50%	1/1/2020	6/30/2020	148,584						160,743	2	6,080	1,820	81.64	88.32
MA10180	1.50%	7/1/2020	12/31/2020	150,752						163,094	2	6,171	1,820	82.83	89.61
MA10180	1.50%	1/1/2021	6/30/2021	152,954						165,481	2	6,264	1,820	84.04	90.92
MA10180	1.50%	7/1/2021	12/31/2021	155,188						167,903	2	6,358	1,820	85.27	92.25
MA10180	1.50%	1/1/2022	6/30/2022	157,456						170,362	2	6,453	1,820	86.51	93.61
MA10180	1.50%	7/1/2022	12/31/2022	159,758						172,857	2	6,550	1,820	87.78	94.98
Fire Chief w/ EMT and OEM Coordinator *															
MA10190	0.00%	1/1/2018	12/31/2018	149,977						161,956	2	5,990	1,820	82.40	88.99
MA10190	0.00%	1/1/2019	12/31/2019	150,977						162,956	2	5,990	1,820	82.95	89.54
MA10190	1.50%	1/1/2020	6/30/2020	153,182						165,340	2	6,079	1,820	84.17	90.85
MA10190	1.50%	7/1/2020	12/31/2020	155,419						167,760	2	6,171	1,820	85.40	92.18
MA10190	1.50%	1/1/2021	6/30/2021	157,691						170,217	2	6,263	1,820	86.64	93.53
MA10190	1.50%	7/1/2021	12/31/2021	159,996						172,710	2	6,357	1,820	87.91	94.90
MA10190	1.50%	1/1/2022	6/30/2022	162,336						175,241	2	6,452	1,820	89.20	96.29
MA10190	1.50%	7/1/2022	12/31/2022	164,711						177,809	2	6,549	1,820	90.50	97.70
Fire Director															
MA10190	0.00%	1/1/2018	12/31/2018	42,240	61,746	81,251	100,757	120,262	139,767	159,273	6	19,505	1,820	23.21	87.51
MA10190	1.00%	1/1/2019	12/31/2019	42,663	62,363	82,064	101,764	121,465	141,165	160,866	6	19,700	1,820	23.44	88.39
MA10190	1.50%	1/1/2020	6/30/2020	43,303	63,299	83,295	103,291	123,287	143,283	163,279	6	19,996	1,820	23.79	89.71
MA10190	1.50%	7/1/2020	12/31/2020	43,952	64,248	84,544	104,840	125,136	145,432	165,728	6	20,296	1,820	24.15	91.06
MA10190	1.50%	1/1/2021	6/30/2021	44,611	65,212	85,812	106,413	127,013	147,613	168,214	6	20,600	1,820	24.51	92.43
MA10190	1.50%	7/1/2021	12/31/2021	45,281	66,190	87,099	108,009	128,918	149,828	170,737	6	20,909	1,820	24.88	93.81
MA10190	1.50%	1/1/2022	6/30/2022	45,960	67,183	88,406	109,629	130,852	152,075	173,298	6	21,223	1,820	25.25	95.22
MA10190	1.50%	7/1/2022	12/31/2022	46,649	68,191	89,732	111,273	132,815	154,356	175,897	6	21,541	1,820	25.63	96.65
Health Officer															
MA10200	0.00%	1/1/2018	12/31/2018	40,128	53,582	67,037	80,491	93,945	107,399	120,854	6	13,454	1,820	22.05	66.40
MA10200	1.00%	1/1/2019	12/31/2019	40,530	54,118	67,707	81,296	94,885	108,473	122,062	6	13,589	1,820	22.27	67.07
MA10200	1.50%	1/1/2020	6/30/2020	41,137	54,930	68,723	82,515	96,308	110,100	123,893	6	13,793	1,820	22.60	68.07
MA10200	1.50%	7/1/2020	12/31/2020	41,755	55,754	69,753	83,753	97,752	111,752	125,751	6	13,999	1,820	22.94	69.09
MA10200	1.50%	1/1/2021	6/30/2021	42,381	56,590	70,800	85,009	99,219	113,428	127,638	6	14,209	1,820	23.29	70.13
MA10200	1.50%	7/1/2021	12/31/2021	43,017	57,439	71,862	86,284	100,707	115,130	129,552	6	14,423	1,820	23.64	71.18
MA10200	1.50%	1/1/2022	6/30/2022	43,662	58,301	72,940	87,579	102,218	116,857	131,496	6	14,639	1,820	23.99	72.25
MA10200	1.50%	7/1/2022	12/31/2022	44,317	59,175	74,034	88,892	103,751	118,609	133,468	6	14,859	1,820	24.35	73.33

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Health Officer/Right to Know Coordinator															
MA10210	0.00%	1/1/2018	12/31/2018	45,250	58,704	72,158	85,613	99,067	112,521	125,975	6	13,454	1,820	24.86	69.22
MA10210	1.00%	1/1/2019	12/31/2019	45,702	59,291	72,880	86,469	100,057	113,646	127,235	6	13,589	1,820	25.11	69.91
MA10210	1.50%	1/1/2020	6/30/2020	46,388	60,180	73,973	87,766	101,558	115,351	129,143	6	13,793	1,820	25.49	70.96
MA10210	1.50%	7/1/2020	12/31/2020	47,084	61,083	75,083	89,082	103,082	117,081	131,081	6	13,999	1,820	25.87	72.02
MA10210	1.50%	1/1/2021	6/30/2021	47,790	61,999	76,209	90,418	104,628	118,837	133,047	6	14,209	1,820	26.26	73.10
MA10210	1.50%	7/1/2021	12/31/2021	48,507	62,929	77,352	91,775	106,197	120,620	135,043	6	14,423	1,820	26.65	74.20
MA10210	1.50%	1/1/2022	6/30/2022	49,234	63,873	78,512	93,151	107,790	122,429	137,068	6	14,639	1,820	27.05	75.31
MA10210	1.50%	7/1/2022	12/31/2022	49,973	64,831	79,690	94,549	109,407	124,266	139,124	6	14,859	1,820	27.46	76.44
Health Officer/Right to Know Coordinator and Health Interlocal Officer															
MA10215	0.00%	1/1/2018	12/31/2018	55,306	68,760	82,214	95,668	109,122	122,576	136,030	6	13,454	1,820	30.39	74.74
MA10215	1.00%	1/1/2019	12/31/2019	55,859	69,447	83,036	96,625	110,213	123,802	137,391	6	13,589	1,820	30.69	75.49
MA10215	1.50%	1/1/2020	6/30/2020	56,697	70,489	84,282	98,074	111,867	125,659	139,452	6	13,793	1,820	31.15	76.62
MA10215	1.50%	7/1/2020	12/31/2020	57,547	71,546	85,546	99,545	113,545	127,544	141,543	6	13,999	1,820	31.62	77.77
MA10215	1.50%	1/1/2021	6/30/2021	58,410	72,620	86,829	101,038	115,248	129,457	143,666	6	14,209	1,820	32.09	78.94
MA10215	1.50%	7/1/2021	12/31/2021	59,286	73,709	88,131	102,554	116,976	131,399	145,821	6	14,423	1,820	32.57	80.12
MA10215	1.50%	1/1/2022	6/30/2022	60,176	74,814	89,453	104,092	118,731	133,370	148,009	6	14,639	1,820	33.06	81.32
MA10215	1.50%	7/1/2022	12/31/2022	61,078	75,937	90,795	105,654	120,512	135,370	150,229	6	14,858	1,820	33.56	82.54
Judge of the Municipal Court															
MA10220	0.00%	1/1/2018	12/31/2022	38,500	38,500	38,500	38,500	38,500	38,500	38,500	0	-	1,820	21.15	21.15
Municipal Clerk															
MA10230	0.00%	1/1/2018	12/31/2018	71,280	80,771	90,261	99,751	109,242	118,732	128,222	6	9,490	1,820	39.17	70.45
MA10230	1.00%	1/1/2019	12/31/2019	77,043	86,628	96,214	105,799	115,384	124,969	134,555	6	9,585	1,820	42.33	73.93
MA10230	1.50%	1/1/2020	6/30/2020	78,199	87,928	97,657	107,386	117,115	126,844	136,573	6	9,729	1,820	42.97	75.04
MA10230	1.50%	7/1/2020	12/31/2020	79,372	89,247	99,122	108,997	118,872	128,747	138,621	6	9,875	1,820	43.61	76.17
MA10230	1.50%	1/1/2021	6/30/2021	80,562	90,585	100,609	110,632	120,655	130,678	140,701	6	10,023	1,820	44.27	77.31
MA10230	1.50%	7/1/2021	12/31/2021	81,771	91,944	102,118	112,291	122,465	132,638	142,811	6	10,173	1,820	44.93	78.47
MA10230	1.50%	1/1/2022	6/30/2022	82,997	93,323	103,649	113,975	124,301	134,627	144,954	6	10,326	1,820	45.60	79.64
MA10230	1.50%	7/1/2022	12/31/2022	84,242	94,723	105,204	115,685	126,166	136,647	147,128	6	10,481	1,820	46.29	80.84

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Municipal Court Administrator															
MA10240	0.00%	1/1/2018	12/31/2018	42,240	53,341	64,442	75,543	86,643	97,744	108,845	6	11,101	1,820	23.21	59.80
MA10240	1.00%	1/1/2019	12/31/2019	42,662	53,874	65,086	76,298	87,510	98,722	109,933	6	11,212	1,820	23.44	60.40
MA10240	1.50%	1/1/2020	6/30/2020	43,302	54,682	66,062	77,442	88,822	100,202	111,582	6	11,380	1,820	23.79	61.31
MA10240	1.50%	7/1/2020	12/31/2020	43,952	55,503	67,053	78,604	90,155	101,705	113,256	6	11,551	1,820	24.15	62.23
MA10240	1.50%	1/1/2021	6/30/2021	44,611	56,335	68,059	79,783	91,507	103,231	114,955	6	11,724	1,820	24.51	63.16
MA10240	1.50%	7/1/2021	12/31/2021	45,280	57,180	69,080	80,980	92,880	104,780	116,679	6	11,900	1,820	24.88	64.11
MA10240	1.50%	1/1/2022	6/30/2022	45,960	58,038	70,116	82,195	94,273	106,351	118,430	6	12,078	1,820	25.25	65.07
MA10240	1.50%	7/1/2022	12/31/2022	46,649	58,908	71,168	83,427	95,687	107,946	120,206	6	12,260	1,820	25.63	66.05
Municipal Engineer/Director of Public Works															
MA10250	0.00%	1/1/2018	12/31/2018	42,240	61,479	80,718	99,957	119,196	138,435	157,674	6	19,239	1,820	23.21	86.63
MA10250	1.00%	1/1/2019	12/31/2019	42,663	62,094	81,525	100,957	120,388	139,820	159,251	6	19,431	1,820	23.44	87.50
MA10250	1.50%	1/1/2020	6/30/2020	43,303	63,025	82,748	102,471	122,194	141,917	161,640	6	19,723	1,820	23.79	88.81
MA10250	1.50%	7/1/2020	12/31/2020	43,952	63,971	83,990	104,008	124,027	144,046	164,064	6	20,019	1,820	24.15	90.15
MA10250	1.50%	1/1/2021	6/30/2021	44,611	64,930	85,249	105,568	125,887	146,206	166,525	6	20,319	1,820	24.51	91.50
MA10250	1.50%	7/1/2021	12/31/2021	45,281	65,904	86,528	107,152	127,776	148,400	169,023	6	20,624	1,820	24.88	92.87
MA10250	1.50%	1/1/2022	6/30/2022	45,960	66,893	87,826	108,759	129,692	150,625	171,559	6	20,933	1,820	25.25	94.26
MA10250	1.50%	7/1/2022	12/31/2022	46,649	67,896	89,143	110,391	131,638	152,885	174,132	6	21,247	1,820	25.63	95.68
Municipal Engineer/Director of Public Works/Assessment Search Officer															
MA10260	0.00%	1/1/2018	12/31/2018	44,790	64,030	83,269	102,508	121,747	140,986	160,225	6	19,239	1,820	24.61	88.04
MA10260	1.00%	1/1/2019	12/31/2019	45,238	64,670	84,101	103,533	122,964	142,396	161,827	6	19,431	1,820	24.86	88.92
MA10260	1.50%	1/1/2020	6/30/2020	45,917	65,640	85,363	105,086	124,809	144,532	164,255	6	19,723	1,820	25.23	90.25
MA10260	1.50%	7/1/2020	12/31/2020	46,606	66,625	86,643	106,662	126,681	146,700	166,718	6	20,019	1,820	25.61	91.60
MA10260	1.50%	1/1/2021	6/30/2021	47,305	67,624	87,943	108,262	128,581	148,900	169,219	6	20,319	1,820	25.99	92.98
MA10260	1.50%	7/1/2021	12/31/2021	48,014	68,638	89,262	109,886	130,510	151,134	171,757	6	20,624	1,820	26.38	94.37
MA10260	1.50%	1/1/2022	6/30/2022	48,735	69,668	90,601	111,534	132,467	153,401	174,334	6	20,933	1,820	26.78	95.79
MA10260	1.50%	7/1/2022	12/31/2022	49,466	70,713	91,960	113,207	134,454	155,702	176,949	6	21,247	1,820	27.18	97.22
Municipal Department Head															
MA10270	0.00%	1/1/2018	12/31/2018	38,016	52,265	66,514	80,763	95,012	109,261	123,510	6	14,249	1,820	20.89	67.86
MA10270	1.00%	1/1/2019	12/31/2019	38,396	52,788	67,179	81,571	95,962	110,354	124,745	6	14,391	1,820	21.10	68.54
MA10270	1.50%	1/1/2020	6/30/2020	38,972	53,580	68,187	82,794	97,402	112,009	126,616	6	14,607	1,820	21.41	69.57
MA10270	1.50%	7/1/2020	12/31/2020	39,557	54,383	69,210	84,036	98,863	113,689	128,516	6	14,826	1,820	21.73	70.61
MA10270	1.50%	1/1/2021	6/30/2021	40,150	55,199	70,248	85,297	100,346	115,395	130,443	6	15,049	1,820	22.06	71.67
MA10270	1.50%	7/1/2021	12/31/2021	40,753	56,027	71,302	86,576	101,851	117,125	132,400	6	15,275	1,820	22.39	72.75
MA10270	1.50%	1/1/2022	6/30/2022	41,364	56,868	72,371	87,875	103,379	118,882	134,386	6	15,504	1,820	22.73	73.84
MA10270	1.50%	7/1/2022	12/31/2022	41,984	57,721	73,457	89,193	104,929	120,666	136,402	6	15,736	1,820	23.07	74.95

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Optometrist															
MA10280	0.00%	1/1/2018	12/31/2018	43,243	50,097	56,950	63,803	70,656	77,509	84,362	6	6,853	1,820	23.76	46.35
MA10280	1.00%	1/1/2019	12/31/2019	43,676	50,598	57,519	64,441	71,362	78,284	85,206	6	6,922	1,820	24.00	46.82
MA10280	1.50%	1/1/2020	6/30/2020	44,331	51,356	58,382	65,407	72,433	79,458	86,484	6	7,025	1,820	24.36	47.52
MA10280	1.50%	7/1/2020	12/31/2020	44,996	52,127	59,258	66,389	73,519	80,650	87,781	6	7,131	1,820	24.72	48.23
MA10280	1.50%	1/1/2021	6/30/2021	45,671	52,909	60,147	67,384	74,622	81,860	89,098	6	7,238	1,820	25.09	48.95
MA10280	1.50%	7/1/2021	12/31/2021	46,356	53,702	61,049	68,395	75,742	83,088	90,434	6	7,346	1,820	25.47	49.69
MA10280	1.50%	1/1/2022	6/30/2022	47,051	54,508	61,964	69,421	76,878	84,334	91,791	6	7,457	1,820	25.85	50.43
MA10280	1.50%	7/1/2022	12/31/2022	47,757	55,326	62,894	70,462	78,031	85,599	93,168	6	7,568	1,820	26.24	51.19
Police Chief **															
MA10290	0.00%	1/1/2018	12/31/2018	152,448						167,059	2	7,306	1,820	83.76	91.79
Police Director															
MA10300	0.00%	1/1/2018	12/31/2018	58,277	72,474	86,671	100,869	115,066	129,264	143,461	6	14,197	1,820	32.02	78.82
MA10300	1.00%	1/1/2019	12/31/2019	58,860	73,199	87,538	101,877	116,217	130,556	144,895	6	14,339	1,820	32.34	79.61
MA10300	1.50%	1/1/2020	6/30/2020	59,742	74,297	88,851	103,406	117,960	132,514	147,069	6	14,554	1,820	32.83	80.81
MA10300	1.50%	7/1/2020	12/31/2020	60,639	75,411	90,184	104,957	119,729	134,502	149,275	6	14,773	1,820	33.32	82.02
MA10300	1.50%	1/1/2021	6/30/2021	61,548	76,542	91,537	106,531	121,525	136,520	151,514	6	14,994	1,820	33.82	83.25
MA10300	1.50%	7/1/2021	12/31/2021	62,471	77,691	92,910	108,129	123,348	138,568	153,787	6	15,219	1,820	34.32	84.50
MA10300	1.50%	1/1/2022	6/30/2022	63,408	78,856	94,303	109,751	125,199	140,646	156,094	6	15,448	1,820	34.84	85.77
MA10300	1.50%	7/1/2022	12/31/2022	64,360	80,039	95,718	111,397	127,076	142,756	158,435	6	15,679	1,820	35.36	87.05

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Public Health Physician															
MA10310	0.00%	1/1/2018	12/31/2018	43,243	50,097	56,950	63,803	70,656	77,509	84,362	6	6,853	1,820	23.76	46.35
MA10310	1.00%	1/1/2019	12/31/2019	43,676	50,598	57,519	64,441	71,362	78,284	85,206	6	6,922	1,820	24.00	46.82
MA10310	1.50%	1/1/2020	6/30/2020	44,331	51,356	58,382	65,407	72,433	79,458	86,484	6	7,025	1,820	24.36	47.52
MA10310	1.50%	7/1/2020	12/31/2020	44,996	52,127	59,258	66,389	73,519	80,650	87,781	6	7,131	1,820	24.72	48.23
MA10310	1.50%	1/1/2021	6/30/2021	45,671	52,909	60,147	67,384	74,622	81,860	89,098	6	7,238	1,820	25.09	48.95
MA10310	1.50%	7/1/2021	12/31/2021	46,356	53,702	61,049	68,395	75,742	83,088	90,434	6	7,346	1,820	25.47	49.69
MA10310	1.50%	1/1/2022	6/30/2022	47,051	54,508	61,964	69,421	76,878	84,334	91,791	6	7,457	1,820	25.85	50.43
MA10310	1.50%	7/1/2022	12/31/2022	47,757	55,326	62,894	70,462	78,031	85,599	93,168	6	7,568	1,820	26.24	51.19
Purchasing Agent															
MA10320	0.00%	1/1/2018	12/31/2018	23,233	35,949	48,665	61,381	74,096	86,812	99,528	6	12,716	1,820	12.77	54.69
MA10320	1.00%	1/1/2019	12/31/2019	23,465	36,308	49,151	61,994	74,837	87,680	100,523	6	12,843	1,820	12.89	55.23
MA10320	1.50%	1/1/2020	6/30/2020	23,817	36,853	49,889	62,924	75,960	88,995	102,031	6	13,036	1,820	13.09	56.06
MA10320	1.50%	7/1/2020	12/31/2020	24,175	37,406	50,637	63,868	77,099	90,330	103,562	6	13,231	1,820	13.28	56.90
MA10320	1.50%	1/1/2021	6/30/2021	24,537	37,967	51,396	64,826	78,256	91,685	105,115	6	13,430	1,820	13.48	57.76
MA10320	1.50%	7/1/2021	12/31/2021	24,905	38,536	52,167	65,798	79,430	93,061	106,692	6	13,631	1,820	13.68	58.62
MA10320	1.50%	1/1/2022	6/30/2022	25,279	39,114	52,950	66,785	80,621	94,457	108,292	6	13,836	1,820	13.89	59.50
MA10320	1.50%	7/1/2022	12/31/2022	25,658	39,701	53,744	67,787	81,830	95,873	109,917	6	14,043	1,820	14.10	60.39
Superintendent of Municipal Parks															
MA10330	0.00%	1/1/2018	12/31/2018	27,456	39,035	50,614	62,193	73,772	85,351	96,930	6	11,579	1,820	15.09	53.26
MA10330	1.00%	1/1/2019	12/31/2019	27,731	39,425	51,120	62,815	74,510	86,205	97,899	6	11,695	1,820	15.24	53.79
MA10330	1.50%	1/1/2020	6/30/2020	28,147	40,017	51,887	63,757	75,627	87,498	99,368	6	11,870	1,820	15.47	54.60
MA10330	1.50%	7/1/2020	12/31/2020	28,569	40,617	52,665	64,714	76,762	88,810	100,858	6	12,048	1,820	15.70	55.42
MA10330	1.50%	1/1/2021	6/30/2021	28,997	41,226	53,455	65,684	77,913	90,142	102,371	6	12,229	1,820	15.93	56.25
MA10330	1.50%	7/1/2021	12/31/2021	29,432	41,845	54,257	66,670	79,082	91,494	103,907	6	12,412	1,820	16.17	57.09
MA10330	1.50%	1/1/2022	6/30/2022	29,874	42,472	55,071	67,670	80,268	92,867	105,465	6	12,599	1,820	16.41	57.95
MA10330	1.50%	7/1/2022	12/31/2022	30,322	43,110	55,897	68,685	81,472	94,260	107,047	6	12,788	1,820	16.66	58.82
Superintendent of Public Works															
MA10340	0.00%	1/1/2018	12/31/2018	27,456	40,997	54,538	68,079	81,619	95,160	108,701	6	13,541	1,820	15.09	59.73
MA10340	1.00%	1/1/2019	12/31/2019	27,731	41,407	55,083	68,759	82,436	96,112	109,788	6	13,676	1,820	15.24	60.32
MA10340	1.50%	1/1/2020	6/30/2020	28,147	42,028	55,909	69,791	83,672	97,554	111,435	6	13,881	1,820	15.47	61.23
MA10340	1.50%	7/1/2020	12/31/2020	28,569	42,658	56,748	70,838	84,927	99,017	113,106	6	14,090	1,820	15.70	62.15
MA10340	1.50%	1/1/2021	6/30/2021	28,997	43,298	57,599	71,900	86,201	100,502	114,803	6	14,301	1,820	15.93	63.08
MA10340	1.50%	7/1/2021	12/31/2021	29,432	43,948	58,463	72,979	87,494	102,010	116,525	6	14,515	1,820	16.17	64.02
MA10340	1.50%	1/1/2022	6/30/2022	29,874	44,607	59,340	74,073	88,807	103,540	118,273	6	14,733	1,820	16.41	64.99
MA10340	1.50%	7/1/2022	12/31/2022	30,322	45,276	60,230	75,185	90,139	105,093	120,047	6	14,954	1,820	16.66	65.96

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Tax Assessor															
MA10350	0.00%	1/1/2018	12/31/2018	33,232	48,945	64,657	80,370	96,083	111,795	127,508	6	15,713	1,820	18.26	70.06
MA10350	1.00%	1/1/2019	12/31/2019	33,564	49,434	65,304	81,174	97,043	112,913	128,783	6	15,870	1,820	18.44	70.76
MA10350	1.50%	1/1/2020	6/30/2020	34,068	50,176	66,283	82,391	98,499	114,607	130,715	6	16,108	1,820	18.72	71.82
MA10350	1.50%	7/1/2020	12/31/2020	34,579	50,928	67,278	83,627	99,976	116,326	132,675	6	16,349	1,820	19.00	72.90
MA10350	1.50%	1/1/2021	6/30/2021	35,098	51,692	68,287	84,882	101,476	118,071	134,665	6	16,595	1,820	19.28	73.99
MA10350	1.50%	7/1/2021	12/31/2021	35,624	52,468	69,311	86,155	102,998	119,842	136,685	6	16,844	1,820	19.57	75.10
MA10350	1.50%	1/1/2022	6/30/2022	36,158	53,255	70,351	87,447	104,543	121,639	138,736	6	17,096	1,820	19.87	76.23
MA10350	1.50%	7/1/2022	12/31/2022	36,701	54,053	71,406	88,759	106,111	123,464	140,817	6	17,353	1,820	20.17	77.37
Tax Collector															
MA10360	0.00%	1/1/2018	6/30/2018	25,344	40,142	54,939	69,737	84,534	99,332	114,129	6	14,797	1,820	13.93	62.71
MA10360	0.00%	7/1/2018	12/31/2018	35,344	50,142	64,939	79,737	94,534	109,332	124,129	6	14,797	1,820	19.42	68.20
MA10360	1.00%	1/1/2019	12/31/2019	35,698	50,643	65,589	80,534	95,479	110,425	125,370	6	14,945	1,820	19.61	68.88
MA10360	1.50%	1/1/2020	6/30/2020	36,233	51,403	66,572	81,742	96,912	112,081	127,251	6	15,170	1,820	19.91	69.92
MA10360	1.50%	7/1/2020	12/31/2020	36,777	52,174	67,571	82,968	98,365	113,762	129,160	6	15,397	1,820	20.21	70.97
MA10360	1.50%	1/1/2021	6/30/2021	37,328	52,956	68,584	84,213	99,841	115,469	131,097	6	15,628	1,820	20.51	72.03
MA10360	1.50%	7/1/2021	12/31/2021	37,888	53,751	69,613	85,476	101,338	117,201	133,064	6	15,863	1,820	20.82	73.11
MA10360	1.50%	1/1/2022	6/30/2022	38,456	54,557	70,657	86,758	102,858	118,959	135,059	6	16,101	1,820	21.13	74.21
MA10360	1.50%	7/1/2022	12/31/2022	39,033	55,375	71,717	88,059	104,401	120,743	137,085	6	16,342	1,820	21.45	75.32
Township Attorney															
MA10370	0.00%	1/1/2017	12/31/2022	42,500	42,500	42,500	42,500	42,500	42,500	42,500	0	-	1,820	23.35	23.35
Township Council															
MA10380	0.00%	1/1/2017	12/31/2022	12,487	12,487	12,487	12,487	12,487	12,487	12,487	0	-	1,820	6.86	6.86
Township Mayor															
MA10390	0.00%	1/1/2017	12/31/2022	24,971	24,971	24,971	24,971	24,971	24,971	24,971	0	-	1,820	13.72	13.72

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Zoning Officer/Planning Supervisor															
MA10400	0.00%	1/1/2018	12/31/2018	19,008	29,875	40,743	51,610	62,478	73,345	84,212	6	10,867	1,820	10.44	46.27
MA10400	1.00%	1/1/2019	12/31/2019	19,198	30,174	41,150	52,126	63,102	74,078	85,054	6	10,976	1,820	10.55	46.73
MA10400	1.50%	1/1/2020	6/30/2020	19,486	30,627	41,768	52,908	64,049	75,190	86,330	6	11,141	1,820	10.71	47.43
MA10400	1.50%	7/1/2020	12/31/2020	19,778	31,086	42,394	53,702	65,010	76,317	87,625	6	11,308	1,820	10.87	48.15
MA10400	1.50%	1/1/2021	6/30/2021	20,075	31,553	43,030	54,507	65,985	77,462	88,940	6	11,477	1,820	11.03	48.87
MA10400	1.50%	7/1/2021	12/31/2021	20,376	32,026	43,675	55,325	66,975	78,624	90,274	6	11,650	1,820	11.20	49.60
MA10400	1.50%	1/1/2022	6/30/2022	20,682	32,506	44,331	56,155	67,979	79,804	91,628	6	11,824	1,820	11.36	50.34
MA10400	1.50%	7/1/2022	12/31/2022	20,992	32,994	44,996	56,997	68,999	81,001	93,002	6	12,002	1,820	11.53	51.10
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a negotiated agreement or by Township Ordinance															
* Holiday Pay at 7%															
** Holiday Pay at 7%, Police Stipend @ \$1,250.00 annually. \$500 annual Administrative Allowances and \$1,500 Detective Allowances as assigned.															

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Supervising Mechanic															
TS10005	0.00%	1/1/2018	12/31/2018	21,120	30,962	40,803	50,645	60,487	70,328	80,170	6	9,842	2,040	10.35	39.30
TS10005	1.00%	1/1/2019	12/31/2019	21,331	31,271	41,211	51,151	61,092	71,032	80,972	6	9,940	2,040	10.46	39.69
TS10005	1.50%	1/1/2020	6/30/2020	21,651	31,740	41,830	51,919	62,008	72,097	82,186	6	10,089	2,040	10.61	40.29
TS10005	1.50%	7/1/2020	12/31/2020	21,976	32,217	42,457	52,698	62,938	73,178	83,419	6	10,240	2,040	10.77	40.89
TS10005	1.50%	1/1/2021	6/30/2021	22,306	32,700	43,094	53,488	63,882	74,276	84,670	6	10,394	2,040	10.93	41.51
TS10005	1.50%	7/1/2021	12/31/2021	22,640	33,190	43,740	54,290	64,840	75,390	85,940	6	10,550	2,040	11.10	42.13
TS10005	1.50%	1/1/2022	6/30/2022	22,980	33,688	44,396	55,105	65,813	76,521	87,229	6	10,708	2,040	11.26	42.76
TS10005	1.50%	7/1/2022	12/31/2022	23,325	34,193	45,062	55,931	66,800	77,669	88,538	6	10,869	2,040	11.43	43.40
Assistant Supervisor															
TS10010	0.00%	1/1/2018	12/31/2018	21,120	30,962	40,803	50,645	60,487	70,328	80,170	6	9,842	2,040	10.35	39.30
TS10010	1.00%	1/1/2019	12/31/2019	21,331	31,271	41,211	51,151	61,092	71,032	80,972	6	9,940	2,040	10.46	39.69
TS10010	1.50%	1/1/2020	6/30/2020	21,651	31,740	41,830	51,919	62,008	72,097	82,186	6	10,089	2,040	10.61	40.29
TS10010	1.50%	7/1/2020	12/31/2020	21,976	32,217	42,457	52,698	62,938	73,178	83,419	6	10,240	2,040	10.77	40.89
TS10010	1.50%	1/1/2021	6/30/2021	22,306	32,700	43,094	53,488	63,882	74,276	84,670	6	10,394	2,040	10.93	41.51
TS10010	1.50%	7/1/2021	12/31/2021	22,640	33,190	43,740	54,290	64,840	75,390	85,940	6	10,550	2,040	11.10	42.13
TS10010	1.50%	1/1/2022	6/30/2022	22,980	33,688	44,396	55,105	65,813	76,521	87,229	6	10,708	2,040	11.26	42.76
TS10010	1.50%	7/1/2022	12/31/2022	23,325	34,193	45,062	55,931	66,800	77,669	88,538	6	10,869	2,040	11.43	43.40
Assistant Supervisor Public Works															
TS10020	0.00%	1/1/2018	12/31/2018	21,120	30,962	40,803	50,645	60,487	70,328	80,170	6	9,842	2,040	10.35	39.30
TS10020	1.00%	1/1/2019	12/31/2019	21,331	31,271	41,211	51,151	61,092	71,032	80,972	6	9,940	2,040	10.46	39.69
TS10020	1.50%	1/1/2020	6/30/2020	21,651	31,740	41,830	51,919	62,008	72,097	82,186	6	10,089	2,040	10.61	40.29
TS10020	1.50%	7/1/2020	12/31/2020	21,976	32,217	42,457	52,698	62,938	73,178	83,419	6	10,240	2,040	10.77	40.89
TS10020	1.50%	1/1/2021	6/30/2021	22,306	32,700	43,094	53,488	63,882	74,276	84,670	6	10,394	2,040	10.93	41.51
TS10020	1.50%	7/1/2021	12/31/2021	22,640	33,190	43,740	54,290	64,840	75,390	85,940	6	10,550	2,040	11.10	42.13
TS10020	1.50%	1/1/2022	6/30/2022	22,980	33,688	44,396	55,105	65,813	76,521	87,229	6	10,708	2,040	11.26	42.76
TS10020	1.50%	7/1/2022	12/31/2022	23,325	34,193	45,062	55,931	66,800	77,669	88,538	6	10,869	2,040	11.43	43.40
Assistant Supervisor of Public Works/Certified Pool Operator															
TS10030	0.00%	1/1/2018	12/31/2018	26,400	36,063	45,726	55,389	65,052	74,715	84,378	6	9,663	2,040	12.94	41.36
TS10030	1.00%	1/1/2019	12/31/2019	26,664	36,424	46,183	55,943	65,703	75,462	85,222	6	9,760	2,040	13.07	41.78
TS10030	1.50%	1/1/2020	6/30/2020	27,064	36,970	46,876	56,782	66,688	76,594	86,500	6	9,906	2,040	13.27	42.40
TS10030	1.50%	7/1/2020	12/31/2020	27,470	37,525	47,579	57,634	67,688	77,743	87,798	6	10,055	2,040	13.47	43.04
TS10030	1.50%	1/1/2021	6/30/2021	27,882	38,088	48,293	58,498	68,704	78,909	89,115	6	10,205	2,040	13.67	43.68
TS10030	1.50%	7/1/2021	12/31/2021	28,300	38,659	49,017	59,376	69,734	80,093	90,451	6	10,358	2,040	13.87	44.34
TS10030	1.50%	1/1/2022	6/30/2022	28,725	39,239	49,753	60,266	70,780	81,294	91,808	6	10,514	2,040	14.08	45.00
TS10030	1.50%	7/1/2022	12/31/2022	29,156	39,827	50,499	61,170	71,842	82,514	93,185	6	10,672	2,040	14.29	45.68

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Supervisor of Public Works/Parking Meter Collector															
TS10040	0.00%	1/1/2018	12/31/2018	21,120	30,961	40,803	50,645	60,486	70,328	80,170	6	9,842	2,040	10.35	39.30
TS10040	1.00%	1/1/2019	12/31/2019	21,331	31,271	41,211	51,151	61,091	71,031	80,971	6	9,940	2,040	10.46	39.69
TS10040	1.50%	1/1/2020	6/30/2020	21,651	31,740	41,829	51,918	62,008	72,097	82,186	6	10,089	2,040	10.61	40.29
TS10040	1.50%	7/1/2020	12/31/2020	21,976	32,216	42,457	52,697	62,938	73,178	83,419	6	10,241	2,040	10.77	40.89
TS10040	1.50%	1/1/2021	6/30/2021	22,305	32,699	43,094	53,488	63,882	74,276	84,670	6	10,394	2,040	10.93	41.50
TS10040	1.50%	7/1/2021	12/31/2021	22,640	33,190	43,740	54,290	64,840	75,390	85,940	6	10,550	2,040	11.10	42.13
TS10040	1.50%	1/1/2022	6/30/2022	22,979	33,688	44,396	55,104	65,813	76,521	87,229	6	10,708	2,040	11.26	42.76
TS10040	1.50%	7/1/2022	12/31/2022	23,324	34,193	45,062	55,931	66,800	77,669	88,538	6	10,869	2,040	11.43	43.40
Supervisor of the Department of Public Works															
TS10050	0.00%	1/1/2018	12/31/2018	21,120	31,436	41,752	52,068	62,383	72,699	83,015	6	10,316	2,040	10.35	40.69
TS10050	1.00%	1/1/2019	12/31/2019	21,331	31,750	42,169	52,588	63,007	73,426	83,845	6	10,419	2,040	10.46	41.10
TS10050	1.50%	1/1/2020	6/30/2020	21,651	32,226	42,802	53,377	63,952	74,528	85,103	6	10,575	2,040	10.61	41.72
TS10050	1.50%	7/1/2020	12/31/2020	21,976	32,710	43,444	54,178	64,912	75,645	86,379	6	10,734	2,040	10.77	42.34
TS10050	1.50%	1/1/2021	6/30/2021	22,306	33,200	44,095	54,990	65,885	76,780	87,675	6	10,895	2,040	10.93	42.98
TS10050	1.50%	7/1/2021	12/31/2021	22,640	33,698	44,757	55,815	66,874	77,932	88,990	6	11,058	2,040	11.10	43.62
TS10050	1.50%	1/1/2022	6/30/2022	22,980	34,204	45,428	56,652	67,877	79,101	90,325	6	11,224	2,040	11.26	44.28
TS10050	1.50%	7/1/2022	12/31/2022	23,324	34,717	46,110	57,502	68,895	80,287	91,680	6	11,393	2,040	11.43	44.94
Supervisor of the Department of Public Works/Certified Pool Operator															
TS10060	0.00%	1/1/2018	12/31/2018	26,400	36,716	47,032	57,347	67,663	77,979	88,295	6	10,316	2,040	12.94	43.28
TS10060	1.00%	1/1/2019	12/31/2019	26,664	37,083	47,502	57,921	68,340	78,759	89,178	6	10,419	2,040	13.07	43.71
TS10060	1.50%	1/1/2020	6/30/2020	27,064	37,639	48,215	58,790	69,365	79,940	90,515	6	10,575	2,040	13.27	44.37
TS10060	1.50%	7/1/2020	12/31/2020	27,470	38,204	48,938	59,672	70,405	81,139	91,873	6	10,734	2,040	13.47	45.04
TS10060	1.50%	1/1/2021	6/30/2021	27,882	38,777	49,672	60,567	71,462	82,356	93,251	6	10,895	2,040	13.67	45.71
TS10060	1.50%	7/1/2021	12/31/2021	28,300	39,359	50,417	61,475	72,533	83,592	94,650	6	11,058	2,040	13.87	46.40
TS10060	1.50%	1/1/2022	6/30/2022	28,725	39,949	51,173	62,397	73,621	84,846	96,070	6	11,224	2,040	14.08	47.09
TS10060	1.50%	7/1/2022	12/31/2022	29,156	40,548	51,941	63,333	74,726	86,118	97,511	6	11,393	2,040	14.29	47.80
Supervising Mechanic															
TS10070	0.00%	1/1/2018	12/31/2018	21,120	31,436	41,752	52,067	62,383	72,699	83,014	6	10,316	2,040	10.35	40.69
TS10070	1.00%	1/1/2019	12/31/2019	21,331	31,750	42,169	52,588	63,007	73,426	83,844	6	10,419	2,040	10.46	41.10
TS10070	1.50%	1/1/2020	6/30/2020	21,651	32,226	42,802	53,377	63,952	74,527	85,102	6	10,575	2,040	10.61	41.72
TS10070	1.50%	7/1/2020	12/31/2020	21,976	32,710	43,444	54,177	64,911	75,645	86,379	6	10,734	2,040	10.77	42.34
TS10070	1.50%	1/1/2021	6/30/2021	22,306	33,200	44,095	54,990	65,885	76,780	87,674	6	10,895	2,040	10.93	42.98
TS10070	1.50%	7/1/2021	12/31/2021	22,640	33,698	44,757	55,815	66,873	77,931	88,989	6	11,058	2,040	11.10	43.62
TS10070	1.50%	1/1/2022	6/30/2022	22,980	34,204	45,428	56,652	67,876	79,100	90,324	6	11,224	2,040	11.26	44.28
TS10070	1.50%	7/1/2022	12/31/2022	23,325	34,717	46,109	57,502	68,894	80,287	91,679	6	11,392	2,040	11.43	44.94

APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Sewer Repairer Supervisor															
TS10080	0.00%	1/1/2018	12/31/2018	21,120	31,436	41,752	52,067	62,383	72,699	83,014	6	10,316	2,040	10.35	40.69
TS10080	1.00%	1/1/2019	12/31/2019	21,331	31,750	42,169	52,588	63,007	73,426	83,844	6	10,419	2,040	10.46	41.10
TS10080	1.50%	1/1/2020	6/30/2020	21,651	32,226	42,802	53,377	63,952	74,527	85,102	6	10,575	2,040	10.61	41.72
TS10080	1.50%	7/1/2020	12/31/2020	21,976	32,710	43,444	54,177	64,911	75,645	86,379	6	10,734	2,040	10.77	42.34
TS10080	1.50%	1/1/2021	6/30/2021	22,306	33,200	44,095	54,990	65,885	76,780	87,674	6	10,895	2,040	10.93	42.98
TS10080	1.50%	7/1/2021	12/31/2021	22,640	33,698	44,757	55,815	66,873	77,931	88,989	6	11,058	2,040	11.10	43.62
TS10080	1.50%	1/1/2022	6/30/2022	22,980	34,204	45,428	56,652	67,876	79,100	90,324	6	11,224	2,040	11.26	44.28
TS10080	1.50%	7/1/2022	12/31/2022	23,325	34,717	46,109	57,502	68,894	80,287	91,679	6	11,392	2,040	11.43	44.94
Tree Maintenance Supervisor															
TS10090	0.00%	1/1/2018	12/31/2018	21,120	31,436	41,752	52,067	62,383	72,699	83,014	6	10,316	2,040	10.35	40.69
TS10090	1.00%	1/1/2019	12/31/2019	21,331	31,750	42,169	52,588	63,007	73,426	83,844	6	10,419	2,040	10.46	41.10
TS10090	1.50%	1/1/2020	6/30/2020	21,651	32,226	42,802	53,377	63,952	74,527	85,102	6	10,575	2,040	10.61	41.72
TS10090	1.50%	7/1/2020	12/31/2020	21,976	32,710	43,444	54,177	64,911	75,645	86,379	6	10,734	2,040	10.77	42.34
TS10090	1.50%	1/1/2021	6/30/2021	22,306	33,200	44,095	54,990	65,885	76,780	87,674	6	10,895	2,040	10.93	42.98
TS10090	1.50%	7/1/2021	12/31/2021	22,640	33,698	44,757	55,815	66,873	77,931	88,989	6	11,058	2,040	11.10	43.62
TS10090	1.50%	1/1/2022	6/30/2022	22,980	34,204	45,428	56,652	67,876	79,100	90,324	6	11,224	2,040	11.26	44.28
TS10090	1.50%	7/1/2022	12/31/2022	23,325	34,717	46,109	57,502	68,894	80,287	91,679	6	11,392	2,040	11.43	44.94
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.															

APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS																	
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Public Safety Telecommunications Operator - Bilingual Hired after 1/31/2014																	
TC10040	0.00%	1/1/2018	12/31/2018	19,008	23,484	27,961	32,437	36,913	41,389	45,866	50,342	54,818	8	4,476	2,080	9.14	26.35
TC10040	1.00%	1/1/2019	12/31/2019	19,198	23,719	28,240	32,761	37,282	41,803	46,324	50,845	55,366	8	4,521	2,080	9.23	26.62
TC10040	1.50%	1/1/2020	6/30/2020	36,539	38,996	41,454	43,911	46,368	48,825	51,282	53,740	56,197	8	2,457	2,080	17.57	27.02
TC10040	1.50%	7/1/2020	12/31/2020	37,087	39,581	42,075	44,569	47,063	49,558	52,052	54,546	57,040	8	2,494	2,080	17.83	27.42
TC10040	1.50%	1/1/2021	6/30/2021	37,644	40,175	42,706	45,238	47,769	50,301	52,832	55,364	57,895	8	2,531	2,080	18.10	27.83
TC10040	1.50%	7/1/2021	12/31/2021	38,208	40,778	43,347	45,917	48,486	51,055	53,625	56,194	58,764	8	2,569	2,080	18.37	28.25
TC10040	1.50%	1/1/2022	6/30/2022	38,781	41,389	43,997	46,605	49,213	51,821	54,429	57,037	59,645	8	2,608	2,080	18.64	28.68
TC10040	1.50%	7/1/2022	12/31/2022	39,363	42,010	44,657	47,304	49,951	52,599	55,246	57,893	60,540	8	2,647	2,080	18.92	29.11
Public Safety Telecommunications Operator																	
TC10050	0.00%	1/1/2018	12/31/2018	21,120	25,595	30,069	34,543	39,018	43,492			47,967	6	4,474	2,080	10.15	23.06
TC10050	1.00%	1/1/2019	12/31/2019	21,331	25,851	30,370	34,889	39,408	43,927			48,446	6	4,519	2,080	10.26	23.29
TC10050	1.50%	1/1/2020	6/30/2020	31,972	34,839	37,706	40,573	43,440	46,306			49,173	6	2,867	2,080	15.37	23.64
TC10050	1.50%	7/1/2020	12/31/2020	32,452	35,362	38,271	41,181	44,091	47,001			49,911	6	2,910	2,080	15.60	24.00
TC10050	1.50%	1/1/2021	6/30/2021	32,939	35,892	38,846	41,799	44,752	47,706			50,659	6	2,953	2,080	15.84	24.36
TC10050	1.50%	7/1/2021	12/31/2021	33,433	36,430	39,428	42,426	45,424	48,422			51,419	6	2,998	2,080	16.07	24.72
TC10050	1.50%	1/1/2022	6/30/2022	33,934	36,977	40,020	43,062	46,105	49,148			52,191	6	3,043	2,080	16.31	25.09
TC10050	1.50%	7/1/2022	12/31/2022	34,443	37,532	40,620	43,708	46,797	49,885			52,973	6	3,088	2,080	16.56	25.47
Public Safety Telecommunications Operator - Trainee																	
TC10060	0.00%	1/1/2018	12/31/2018	21,120	25,595	30,069	34,543	39,018	43,492			47,967	6	4,474	2,080	10.15	23.06
TC10060	1.00%	1/1/2019	12/31/2019	21,331	25,851	30,370	34,889	39,408	43,927			48,446	6	4,519	2,080	10.26	23.29
TC10060	1.50%	1/1/2020	6/30/2020	31,972	34,839	37,706	40,573	43,440	46,306			49,173	6	2,867	2,080	15.37	23.64
TC10060	1.50%	7/1/2020	12/31/2020	32,452	35,362	38,271	41,181	44,091	47,001			49,911	6	2,910	2,080	15.60	24.00
TC10060	1.50%	1/1/2021	6/30/2021	32,939	35,892	38,846	41,799	44,752	47,706			50,659	6	2,953	2,080	15.84	24.36
TC10060	1.50%	7/1/2021	12/31/2021	33,433	36,430	39,428	42,426	45,424	48,422			51,419	6	2,998	2,080	16.07	24.72
TC10060	1.50%	1/1/2022	6/30/2022	33,934	36,977	40,020	43,062	46,105	49,148			52,191	6	3,043	2,080	16.31	25.09
TC10060	1.50%	7/1/2022	12/31/2022	34,443	37,532	40,620	43,708	46,797	49,885			52,973	6	3,088	2,080	16.56	25.47
Public Safety Telecommunications Operator Hired after 1/31/2014																	
TC10070	0.00%	1/1/2018	12/31/2018	21,120	24,476	27,832	31,188	34,543	37,899	41,255	44,611	47,967	8	3,356	2,080	10.15	23.06
TC10070	1.00%	1/1/2019	12/31/2019	21,331	24,721	28,110	31,499	34,889	38,278	41,668	45,057	48,446	8	3,389	2,080	10.26	23.29
TC10070	1.50%	1/1/2020	6/30/2020	31,972	34,122	36,273	38,423	40,573	42,723	44,873	47,023	49,173	8	2,150	2,080	15.37	23.64
TC10070	1.50%	7/1/2020	12/31/2020	32,452	34,634	36,817	38,999	41,181	43,364	45,546	47,728	49,911	8	2,182	2,080	15.60	24.00
TC10070	1.50%	1/1/2021	6/30/2021	32,939	35,154	37,369	39,584	41,799	44,014	46,229	48,444	50,659	8	2,215	2,080	15.84	24.36
TC10070	1.50%	7/1/2021	12/31/2021	33,433	35,681	37,929	40,178	42,426	44,674	46,923	49,171	51,419	8	2,248	2,080	16.07	24.72
TC10070	1.50%	1/1/2022	6/30/2022	33,934	36,216	38,498	40,780	43,062	45,344	47,626	49,909	52,191	8	2,282	2,080	16.31	25.09
TC10070	1.50%	7/1/2022	12/31/2022	34,443	36,760	39,076	41,392	43,708	46,025	48,341	50,657	52,973	8	2,316	2,080	16.56	25.47

APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS																	
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Public Safety Telecommunications Operator - Trainee Hired after 1/31/2014																	
TC10080	0.00%	1/1/2018	12/31/2018	21,120	24,476	27,832	31,188	34,543	37,899	41,255	44,611	47,967	8	3,356	2,080	10.15	23.06
TC10080	1.00%	1/1/2019	12/31/2019	21,331	24,721	28,110	31,499	34,889	38,278	41,668	45,057	48,446	8	3,389	2,080	10.26	23.29
TC10080	1.50%	1/1/2020	6/30/2020	31,972	34,122	36,273	38,423	40,573	42,723	44,873	47,023	49,173	8	2,150	2,080	15.37	23.64
TC10080	1.50%	7/1/2020	12/31/2020	32,452	34,634	36,817	38,999	41,181	43,364	45,546	47,728	49,911	8	2,182	2,080	15.60	24.00
TC10080	1.50%	1/1/2021	6/30/2021	32,939	35,154	37,369	39,584	41,799	44,014	46,229	48,444	50,659	8	2,215	2,080	15.84	24.36
TC10080	1.50%	7/1/2021	12/31/2021	33,433	35,681	37,929	40,178	42,426	44,674	46,923	49,171	51,419	8	2,248	2,080	16.07	24.72
TC10080	1.50%	1/1/2022	6/30/2022	33,934	36,216	38,498	40,780	43,062	45,344	47,626	49,909	52,191	8	2,282	2,080	16.31	25.09
TC10080	1.50%	7/1/2022	12/31/2022	34,443	36,760	39,076	41,392	43,708	46,025	48,341	50,657	52,973	8	2,316	2,080	16.56	25.47
Senior Public Safety Telecommunications Operator Hired after 1/31/2014																	
TC10100	0.00%	1/1/2018	12/31/2018	21,120	27,017	32,914	38,810	44,707	50,604	56,501	62,398	68,294	8	5,897	2,080	10.15	32.83
TC10100	1.00%	1/1/2019	12/31/2019	21,331	27,287	33,243	39,199	45,154	51,110	57,066	63,022	68,977	8	5,956	2,080	10.26	33.16
TC10100	1.50%	1/1/2020	6/30/2020	45,522	48,583	51,645	54,706	57,767	60,828	63,890	66,951	70,012	8	3,061	2,080	21.89	33.66
TC10100	1.50%	7/1/2020	12/31/2020	46,205	49,312	52,419	55,526	58,634	61,741	64,848	67,955	71,062	8	3,107	2,080	22.21	34.16
TC10100	1.50%	1/1/2021	6/30/2021	46,898	50,052	53,206	56,359	59,513	62,667	65,821	68,974	72,128	8	3,154	2,080	22.55	34.68
TC10100	1.50%	7/1/2021	12/31/2021	47,602	50,803	54,004	57,205	60,406	63,607	66,808	70,009	73,210	8	3,201	2,080	22.89	35.20
TC10100	1.50%	1/1/2022	6/30/2022	48,316	51,565	54,814	58,063	61,312	64,561	67,810	71,059	74,308	8	3,249	2,080	23.23	35.73
TC10100	1.50%	7/1/2022	12/31/2022	49,040	52,338	55,636	58,934	62,232	65,529	68,827	72,125	75,423	8	3,298	2,080	23.58	36.26
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.																	

APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY																
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX	
Engineering Aide Hourly																
SE10010	0.00%	1/1/2018	12/31/2018	4.00						10.00	n/a	-	n/a	4.00	10.00	
SE10010	0.00%	1/1/2019	12/31/2019	8.85						10.00	n/a	-	n/a	8.85	10.00	
SE10010	0.00%	1/1/2020	12/31/2020	10.30						10.30	n/a	-	n/a	10.30	10.30	
SE10010	0.00%	1/1/2021	12/31/2021	11.10						11.10	n/a	-	n/a	11.10	11.10	
SE10010	0.00%	1/1/2022	12/31/2022	11.90						11.90	n/a	-	n/a	11.90	11.90	
Life Guard Hourly																
SE10020	0.00%	1/1/2018	12/31/2018	7.50						13.00	n/a	-	n/a	7.50	13.00	
SE10020	0.00%	1/1/2019	12/31/2019	8.85						13.00	n/a	-	n/a	8.85	13.00	
SE10020	0.00%	1/1/2020	12/31/2020	10.30						13.00	n/a	-	n/a	10.30	13.00	
SE10020	0.00%	1/1/2021	12/31/2021	11.10						13.00	n/a	-	n/a	11.10	13.00	
SE10020	0.00%	1/1/2022	12/31/2022	11.90						13.00	n/a	-	n/a	11.90	13.00	
Park Attendant Hourly																
SE10025	0.00%	1/1/2019	12/31/2019	8.85						12.00	n/a	-	n/a	8.85	12.00	
SE10025	0.00%	1/1/2020	12/31/2020	10.30						12.00	n/a	-	n/a	10.30	12.00	
SE10025	0.00%	1/1/2021	12/31/2021	11.10						12.00	n/a	-	n/a	11.10	12.00	
SE10025	0.00%	1/1/2022	12/31/2022	11.90						12.00	n/a	-	n/a	11.90	12.00	
Park Caretaker Hourly																
SE10030	0.00%	1/1/2018	12/31/2018	7.50						12.00	n/a	-	n/a	7.50	12.00	
SE10030	0.00%	1/1/2019	12/31/2019	8.85						12.00	n/a	-	n/a	8.85	12.00	
SE10030	0.00%	1/1/2020	12/31/2020	10.30						12.00	n/a	-	n/a	10.30	12.00	
SE10030	0.00%	1/1/2021	12/31/2021	11.10						12.00	n/a	-	n/a	11.10	12.00	
SE10030	0.00%	1/1/2022	12/31/2022	11.90						12.00	n/a	-	n/a	11.90	12.00	
Recreation Leader Hourly																
SE10045	0.00%	1/1/2018	12/31/2018	8.85						27.48	n/a	-	n/a	8.85	27.48	
SE10045	0.00%	1/1/2019	12/31/2019	8.85						27.48	n/a	-	n/a	8.85	27.48	
SE10045	0.00%	1/1/2020	12/31/2020	10.30						27.48	n/a	-	n/a	10.30	27.48	
SE10045	0.00%	1/1/2021	12/31/2021	11.10						27.48	n/a	-	n/a	11.10	27.48	
SE10045	0.00%	1/1/2022	12/31/2022	11.90						27.48	n/a	-	n/a	11.90	27.48	
Recreation Supervisor Hourly																
SE10040	0.00%	1/1/2018	12/31/2018	11.50						21.00	n/a	-	n/a	11.50	21.00	
SE10040	0.00%	1/1/2019	12/31/2019	11.50						21.00	n/a	-	n/a	11.50	21.00	
SE10040	0.00%	1/1/2020	12/31/2020	11.50						21.00	n/a	-	n/a	11.50	21.00	

APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY																
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX	
SE10040	0.00%	1/1/2021	12/31/2021	11.50						21.00	n/a	-	n/a	11.50	21.00	
SE10040	0.00%	1/1/2022	12/31/2022	11.50						21.00	n/a	-	n/a	11.50	21.00	
School Traffic Guard (No Benefits Guard) Hourly																
SE10050	0.00%	1/1/2018	12/31/2018	12.74	18.12					20.87	2	5.38	n/a	12.74	20.87	
SE10050	0.00%	1/1/2019	12/31/2019	12.74	18.12					20.87	2	5.38	n/a	12.74	20.87	
SE10050	0.00%	1/1/2020	12/31/2020	12.74	18.12					20.87	2	5.38	n/a	12.74	20.87	
SE10050	0.00%	1/1/2021	12/31/2021	12.74	18.12					20.87	2	5.38	n/a	12.74	20.87	
SE10050	0.00%	1/1/2022	12/31/2022	12.74	18.12					20.87	2	5.38	n/a	12.74	20.87	
School Traffic Guard (Benefit Guard) Hourly																
SE10060	0.00%	1/1/2018	12/31/2018	16.05						16.05	0	-	n/a	16.05	16.05	
SE10060	0.00%	1/1/2019	12/31/2019	16.05						16.05	0	-	n/a	16.05	16.05	
SE10060	0.00%	1/1/2020	12/31/2020	16.05						16.05	0	-	n/a	16.05	16.05	
SE10060	0.00%	1/1/2021	12/31/2021	16.05						16.05	0	-	n/a	16.05	16.05	
SE10060	0.00%	1/1/2022	12/31/2022	16.05						16.05	0	-	n/a	16.05	16.05	

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Assistant Business Administrator															
ST10020	0.00%	1/1/2018	12/31/2018	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10020	0.00%	1/1/2019	12/31/2019	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10020	0.00%	1/1/2020	12/31/2020	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10020	0.00%	1/1/2021	12/31/2021	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10020	0.00%	1/1/2022	12/31/2022	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
Assistant Secretary ABC Board															
ST10030	0.00%	1/1/2018	12/31/2018	700	700	700	700	700	700	700	0	-	N/A	N/A	N/A
ST10030	0.00%	1/1/2019	12/31/2019	700	700	700	700	700	700	700	0	-	N/A	N/A	N/A
ST10030	0.00%	1/1/2020	12/31/2020	700	700	700	700	700	700	700	0	-	N/A	N/A	N/A
ST10030	0.00%	1/1/2021	12/31/2021	700	700	700	700	700	700	700	0	-	N/A	N/A	N/A
ST10030	0.00%	1/1/2022	12/31/2022	700	700	700	700	700	700	700	0	-	N/A	N/A	N/A
Assistant Senior Citizens Program Aide													N/A	N/A	N/A
ST10040	0.00%	1/1/2018	12/31/2018	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10040	0.00%	1/1/2019	12/31/2019	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10040	0.00%	1/1/2020	12/31/2020	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10040	0.00%	1/1/2021	12/31/2021	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10040	0.00%	1/1/2022	12/31/2022	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
Assistant Supervising Electrician/License													N/A	N/A	N/A
ST10050	0.00%	1/1/2018	12/31/2018	3,200	3,200	3,200	3,200	3,200	3,200	3,200	0	-	N/A	N/A	N/A
ST10050	0.00%	1/1/2019	12/31/2019	3,200	3,200	3,200	3,200	3,200	3,200	3,200	0	-	N/A	N/A	N/A
ST10050	0.00%	1/1/2020	12/31/2020	3,200	3,200	3,200	3,200	3,200	3,200	3,200	0	-	N/A	N/A	N/A
ST10050	0.00%	1/1/2021	12/31/2021	3,200	3,200	3,200	3,200	3,200	3,200	3,200	0	-	N/A	N/A	N/A
ST10050	0.00%	1/1/2022	12/31/2022	3,200	3,200	3,200	3,200	3,200	3,200	3,200	0	-	N/A	N/A	N/A
CAD System Operator															
ST10060	0.00%	1/1/2018	12/31/2018	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10060	0.00%	1/1/2019	12/31/2019	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10060	0.00%	1/1/2020	12/31/2020	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10060	0.00%	1/1/2021	12/31/2021	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10060	0.00%	1/1/2022	12/31/2022	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
Certified Pool Operator													N/A	N/A	N/A
ST10070	0.00%	1/1/2018	12/31/2018	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10070	0.00%	1/1/2019	12/31/2019	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10070	0.00%	1/1/2020	12/31/2020	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10070	0.00%	1/1/2021	12/31/2021	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10070	0.00%	1/1/2022	12/31/2022	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Clean Communities Coordinator															
ST10080	0.00%	1/1/2018	12/31/2018	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10080	0.00%	1/1/2019	12/31/2019	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10080	0.00%	1/1/2020	12/31/2020	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10080	0.00%	1/1/2021	12/31/2021	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10080	0.00%	1/1/2022	12/31/2022	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
COAH Coordinator															
ST10090	0.00%	1/1/2018	12/31/2018	2,500	2,500	2,500	2,500	2,500	2,500	2,500	0	-	N/A	N/A	N/A
ST10090	0.00%	1/1/2019	12/31/2019	2,500	2,500	2,500	2,500	2,500	2,500	2,500	0	-	N/A	N/A	N/A
ST10090	0.00%	1/1/2020	12/31/2020	2,500	2,500	2,500	2,500	2,500	2,500	2,500	0	-	N/A	N/A	N/A
ST10090	0.00%	1/1/2021	12/31/2021	2,500	2,500	2,500	2,500	2,500	2,500	2,500	0	-	N/A	N/A	N/A
ST10090	0.00%	1/1/2022	12/31/2022	2,500	2,500	2,500	2,500	2,500	2,500	2,500	0	-	N/A	N/A	N/A
Commuter Shuttle Grant															
ST10100	0.00%	1/1/2018	12/31/2018	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10100	0.00%	1/1/2019	12/31/2019	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10100	0.00%	1/1/2020	12/31/2020	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10100	0.00%	1/1/2021	12/31/2021	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10100	0.00%	1/1/2022	12/31/2022	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
Fire Official															
ST10120	0.00%	1/1/2018	12/31/2018	7,500	7,500	7,500	7,500	7,500	7,500	7,500	0	-	N/A	N/A	N/A
ST10120	0.00%	1/1/2019	12/31/2019	7,500	7,500	7,500	7,500	7,500	7,500	7,500	0	-	N/A	N/A	N/A
ST10120	0.00%	1/1/2020	12/31/2020	7,500	7,500	7,500	7,500	7,500	7,500	7,500	0	-	N/A	N/A	N/A
ST10120	0.00%	1/1/2021	12/31/2021	7,500	7,500	7,500	7,500	7,500	7,500	7,500	0	-	N/A	N/A	N/A
ST10120	0.00%	1/1/2022	12/31/2022	7,500	7,500	7,500	7,500	7,500	7,500	7,500	0	-	N/A	N/A	N/A
Forester															
ST10130	0.00%	1/1/2018	12/31/2018	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0	-	N/A	N/A	N/A
ST10130	0.00%	1/1/2019	12/31/2019	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0	-	N/A	N/A	N/A
ST10130	0.00%	1/1/2020	12/31/2020	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0	-	N/A	N/A	N/A
ST10130	0.00%	1/1/2021	12/31/2021	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0	-	N/A	N/A	N/A
ST10130	0.00%	1/1/2022	12/31/2022	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0	-	N/A	N/A	N/A

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Health Officer (Interlocal Contract)															
ST10140	0.00%	1/1/2018	12/31/2018	9,712	9,712	9,712	9,712	9,712	9,712	9,712	0	-	N/A	N/A	N/A
ST10140	0.00%	1/1/2019	12/31/2019	9,712	9,712	9,712	9,712	9,712	9,712	9,712	0	-	N/A	N/A	N/A
ST10140	0.00%	1/1/2020	12/31/2020	9,712	9,712	9,712	9,712	9,712	9,712	9,712	0	-	N/A	N/A	N/A
ST10140	0.00%	1/1/2021	12/31/2021	9,712	9,712	9,712	9,712	9,712	9,712	9,712	0	-	N/A	N/A	N/A
ST10140	0.00%	1/1/2022	12/31/2022	9,712	9,712	9,712	9,712	9,712	9,712	9,712	0	-	N/A	N/A	N/A
Judge Additional Session															
n/a	0.00%	1/1/2017	12/31/2022	400	400	400	400	400	400	400	0	-	N/A	N/A	N/A
Municipal Alliance Coordinator															
ST10160	0.00%	1/1/2018	12/31/2018	6,875	6,875	6,875	6,875	6,875	6,875	6,875	0	-	N/A	N/A	N/A
ST10160	0.00%	1/1/2019	12/31/2019	6,875	6,875	6,875	6,875	6,875	6,875	6,875	0	-	N/A	N/A	N/A
ST10160	0.00%	1/1/2020	12/31/2020	6,875	6,875	6,875	6,875	6,875	6,875	6,875	0	-	N/A	N/A	N/A
ST10160	0.00%	1/1/2021	12/31/2021	6,875	6,875	6,875	6,875	6,875	6,875	6,875	0	-	N/A	N/A	N/A
ST10160	0.00%	1/1/2022	12/31/2022	6,875	6,875	6,875	6,875	6,875	6,875	6,875	0	-	N/A	N/A	N/A
Municipal Emergency Management Coordinator															
ST10170	0.00%	1/1/2018	12/31/2018	4,500	4,500	4,500	4,500	4,500	4,500	4,500	0	-	N/A	N/A	N/A
ST10170	0.00%	1/1/2019	12/31/2019	4,500	4,500	4,500	4,500	4,500	4,500	4,500	0	-	N/A	N/A	N/A
ST10170	0.00%	1/1/2020	12/31/2020	4,500	4,500	4,500	4,500	4,500	4,500	4,500	0	-	N/A	N/A	N/A
ST10170	0.00%	1/1/2021	12/31/2021	4,500	4,500	4,500	4,500	4,500	4,500	4,500	0	-	N/A	N/A	N/A
ST10170	0.00%	1/1/2022	12/31/2022	4,500	4,500	4,500	4,500	4,500	4,500	4,500	0	-	N/A	N/A	N/A
OPRA Coordinator															
ST10180	0.00%	1/1/2018	12/31/2018	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0	-	N/A	N/A	N/A
ST10180	0.00%	1/1/2019	12/31/2019	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0	-	N/A	N/A	N/A
ST10180	0.00%	1/1/2020	12/31/2020	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0	-	N/A	N/A	N/A
ST10180	0.00%	1/1/2021	12/31/2021	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0	-	N/A	N/A	N/A
ST10180	0.00%	1/1/2022	12/31/2022	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0	-	N/A	N/A	N/A
Parking Meter Collector															
ST10190	0.00%	1/1/2018	12/31/2018	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10190	0.00%	1/1/2019	12/31/2019	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10190	0.00%	1/1/2020	12/31/2020	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10190	0.00%	1/1/2021	12/31/2021	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10190	0.00%	1/1/2022	12/31/2022	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Planning Board Attorney															
ST10200	0.00%	1/1/2018	12/31/2018	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
ST10200	0.00%	1/1/2019	12/31/2019	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
ST10200	0.00%	1/1/2020	12/31/2020	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
ST10200	0.00%	1/1/2021	12/31/2021	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
ST10200	0.00%	1/1/2022	12/31/2022	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
Pool Manager Annual													N/A	N/A	N/A
ST10210	0.00%	1/1/2018	12/31/2018	8,500	8,500	8,500	8,500	8,500	8,500	8,500	0	-	N/A	N/A	N/A
ST10210	0.00%	1/1/2019	12/31/2019	8,500	8,500	8,500	8,500	8,500	8,500	8,500	0	-	N/A	N/A	N/A
ST10210	0.00%	1/1/2020	12/31/2020	8,500	8,500	8,500	8,500	8,500	8,500	8,500	0	-	N/A	N/A	N/A
ST10210	0.00%	1/1/2021	12/31/2021	8,500	8,500	8,500	8,500	8,500	8,500	8,500	0	-	N/A	N/A	N/A
ST10210	0.00%	1/1/2022	12/31/2022	8,500	8,500	8,500	8,500	8,500	8,500	8,500	0	-	N/A	N/A	N/A
Public Advocate															
ST10220	0.00%	1/1/2018	12/31/2018	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
ST10220	0.00%	1/1/2019	12/31/2019	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
ST10220	0.00%	1/1/2020	12/31/2020	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
ST10220	0.00%	1/1/2021	12/31/2021	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
ST10220	0.00%	1/1/2022	12/31/2022	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
Public Works Inspector													N/A	N/A	N/A
ST10240	0.00%	1/1/2018	12/31/2018	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0	-	N/A	N/A	N/A
ST10240	0.00%	1/1/2019	12/31/2019	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0	-	N/A	N/A	N/A
ST10240	0.00%	1/1/2020	12/31/2020	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0	-	N/A	N/A	N/A
ST10240	0.00%	1/1/2021	12/31/2021	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0	-	N/A	N/A	N/A
ST10240	0.00%	1/1/2022	12/31/2022	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0	-	N/A	N/A	N/A
Pumping Station Operator															
ST10250	0.00%	1/1/2018	12/31/2018	6,000	6,000	6,000	6,000	6,000	6,000	6,000	0	-	N/A	N/A	N/A
ST10250	0.00%	1/1/2019	12/31/2019	6,000	6,000	6,000	6,000	6,000	6,000	6,000	0	-	N/A	N/A	N/A
ST10250	0.00%	1/1/2020	12/31/2020	6,000	6,000	6,000	6,000	6,000	6,000	6,000	0	-	N/A	N/A	N/A
ST10250	0.00%	1/1/2021	12/31/2021	6,000	6,000	6,000	6,000	6,000	6,000	6,000	0	-	N/A	N/A	N/A
ST10250	0.00%	1/1/2022	12/31/2022	6,000	6,000	6,000	6,000	6,000	6,000	6,000	0	-	N/A	N/A	N/A
Recycling Center Manager															
ST10260	0.00%	1/1/2018	12/31/2018	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10260	0.00%	1/1/2019	12/31/2019	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10260	0.00%	1/1/2020	12/31/2020	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10260	0.00%	1/1/2021	12/31/2021	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A
ST10260	0.00%	1/1/2022	12/31/2022	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0	-	N/A	N/A	N/A

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Rent Leveling Board Attorney															
ST10270	0.00%	1/1/2018	12/31/2018	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10270	0.00%	1/1/2019	12/31/2019	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10270	0.00%	1/1/2020	12/31/2020	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10270	0.00%	1/1/2021	12/31/2021	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
ST10270	0.00%	1/1/2022	12/31/2022	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	-	N/A	N/A	N/A
Right to Know Coordinator															
ST10280	0.00%	1/1/2018	12/31/2018	4,850	4,850	4,850	4,850	4,850	4,850	4,850	0	-	N/A	N/A	N/A
ST10280	0.00%	1/1/2019	12/31/2019	4,850	4,850	4,850	4,850	4,850	4,850	4,850	0	-	N/A	N/A	N/A
ST10280	0.00%	1/1/2020	12/31/2020	4,850	4,850	4,850	4,850	4,850	4,850	4,850	0	-	N/A	N/A	N/A
ST10280	0.00%	1/1/2021	12/31/2021	4,850	4,850	4,850	4,850	4,850	4,850	4,850	0	-	N/A	N/A	N/A
ST10280	0.00%	1/1/2022	12/31/2022	4,850	4,850	4,850	4,850	4,850	4,850	4,850	0	-	N/A	N/A	N/A
Secretary, Insurance Fund Commissioner															
ST10290	0.00%	1/1/2018	12/31/2018	2,400	2,400	2,400	2,400	2,400	2,400	2,400	0	-	N/A	N/A	N/A
ST10290	0.00%	1/1/2019	12/31/2019	2,400	2,400	2,400	2,400	2,400	2,400	2,400	0	-	N/A	N/A	N/A
ST10290	0.00%	1/1/2020	12/31/2020	2,400	2,400	2,400	2,400	2,400	2,400	2,400	0	-	N/A	N/A	N/A
ST10290	0.00%	1/1/2021	12/31/2021	2,400	2,400	2,400	2,400	2,400	2,400	2,400	0	-	N/A	N/A	N/A
ST10290	0.00%	1/1/2022	12/31/2022	2,400	2,400	2,400	2,400	2,400	2,400	2,400	0	-	N/A	N/A	N/A
Senior Citizens Program Aide															
ST10300	0.00%	1/1/2018	12/31/2018	7,500	7,500	7,500	7,500	7,500	7,500	7,500	0	-	N/A	N/A	N/A
ST10300	0.00%	1/1/2019	12/31/2019	7,500	7,500	7,500	7,500	7,500	7,500	7,500	0	-	N/A	N/A	N/A
ST10300	0.00%	1/1/2020	12/31/2020	7,500	7,500	7,500	7,500	7,500	7,500	7,500	0	-	N/A	N/A	N/A
ST10300	0.00%	1/1/2021	12/31/2021	7,500	7,500	7,500	7,500	7,500	7,500	7,500	0	-	N/A	N/A	N/A
ST10300	0.00%	1/1/2022	12/31/2022	7,500	7,500	7,500	7,500	7,500	7,500	7,500	0	-	N/A	N/A	N/A
Swim Instructor Coordinator															
ST10310	0.00%	1/1/2018	12/31/2018	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0	-	N/A	N/A	N/A
ST10310	0.00%	1/1/2019	12/31/2019	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0	-	N/A	N/A	N/A
ST10310	0.00%	1/1/2020	12/31/2020	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0	-	N/A	N/A	N/A
ST10310	0.00%	1/1/2021	12/31/2021	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0	-	N/A	N/A	N/A
ST10310	0.00%	1/1/2022	12/31/2022	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0	-	N/A	N/A	N/A

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Swim Team Coach															
ST10320	0.00%	1/1/2018	12/31/2018	800	800	800	800	800	800	800	0	-	N/A	N/A	N/A
ST10320	0.00%	1/1/2019	12/31/2019	800	800	800	800	800	800	800	0	-	N/A	N/A	N/A
ST10320	0.00%	1/1/2020	12/31/2020	800	800	800	800	800	800	800	0	-	N/A	N/A	N/A
ST10320	0.00%	1/1/2021	12/31/2021	800	800	800	800	800	800	800	0	-	N/A	N/A	N/A
ST10320	0.00%	1/1/2022	12/31/2022	800	800	800	800	800	800	800	0	-	N/A	N/A	N/A
Tax Collector & Tax Search Officer															
ST10330	0.00%	1/1/2018	12/31/2018	2,500	2,500	2,500	2,500	2,500	2,500	2,500	0	-	N/A	N/A	N/A
ST10330	0.00%	1/1/2019	12/31/2019	2,500	2,500	2,500	2,500	2,500	2,500	2,500	0	-	N/A	N/A	N/A
ST10330	0.00%	1/1/2020	12/31/2020	2,500	2,500	2,500	2,500	2,500	2,500	2,500	0	-	N/A	N/A	N/A
ST10330	0.00%	1/1/2021	12/31/2021	2,500	2,500	2,500	2,500	2,500	2,500	2,500	0	-	N/A	N/A	N/A
ST10330	0.00%	1/1/2022	12/31/2022	2,500	2,500	2,500	2,500	2,500	2,500	2,500	0	-	N/A	N/A	N/A
Zoning Board Attorney															
ST10340	0.00%	1/1/2018	12/31/2018	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
ST10340	0.00%	1/1/2019	12/31/2019	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
ST10340	0.00%	1/1/2020	12/31/2020	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
ST10340	0.00%	1/1/2021	12/31/2021	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A
ST10340	0.00%	1/1/2022	12/31/2022	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	-	N/A	N/A	N/A

APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Fire Deputy Chief															
FS10010	0.00%	1/1/2018	12/31/2018	115,807						130,408	1	14,601	2,184	53.03	59.71
FS10010	0.00%	1/1/2019	12/31/2019	115,807						130,408	1	14,601	2,184	53.03	59.71
FS10010	1.50%	1/1/2020	6/30/2020	117,545						132,365	1	14,820	2,184	53.82	60.61
FS10010	1.50%	7/1/2020	12/31/2020	119,308						134,350	1	15,042	2,184	54.63	61.52
FS10010	1.50%	1/1/2021	6/30/2021	121,097						136,365	1	15,268	2,184	55.45	62.44
FS10010	1.50%	7/1/2021	12/31/2021	122,914						138,411	1	15,497	2,184	56.28	63.37
FS10010	1.50%	1/1/2022	6/30/2022	124,758						140,487	1	15,729	2,184	57.12	64.33
FS10010	1.50%	7/1/2022	12/31/2022	126,629						142,594	1	15,965	2,184	57.98	65.29
Fire Deputy Chief with EMT															
FS10020E	0.00%	1/1/2018	12/31/2018	118,807						133,408	1	14,601	2,184	54.40	61.08
FS10020E	0.00%	1/1/2019	12/31/2019	119,807						134,408	1	14,601	2,184	54.86	61.54
FS10020E	1.50%	1/1/2020	6/30/2020	121,545						136,365	1	14,820	2,184	55.65	62.44
FS10020E	1.50%	7/1/2020	12/31/2020	123,308						138,350	1	15,042	2,184	56.46	63.35
FS10020E	1.50%	1/1/2021	6/30/2021	125,097						140,365	1	15,268	2,184	57.28	64.27
FS10020E	1.50%	7/1/2021	12/31/2021	126,914						142,411	1	15,497	2,184	58.11	65.21
FS10020E	1.50%	1/1/2022	6/30/2022	128,758						144,487	1	15,729	2,184	58.95	66.16
FS10020E	1.50%	7/1/2022	12/31/2022	130,629						146,594	1	15,965	2,184	59.81	67.12
Fire Deputy Chief with EMT and Fire Official															
FS10023E	0.00%	1/1/2018	12/31/2018	126,307						140,908	1	14,601	2,184	57.83	64.52
FS10023E	0.00%	1/1/2019	12/31/2019	127,307						141,908	1	14,601	2,184	58.29	64.98
FS10023E	1.50%	1/1/2020	6/30/2020	129,060						143,880	1	14,820	2,184	59.09	65.88
FS10023E	1.50%	7/1/2020	12/31/2020	130,838						145,880	1	15,042	2,184	59.91	66.79
FS10023E	1.50%	1/1/2021	6/30/2021	132,643						147,911	1	15,268	2,184	60.73	67.72
FS10023E	1.50%	7/1/2021	12/31/2021	134,475						149,972	1	15,497	2,184	61.57	68.67
FS10023E	1.50%	1/1/2022	6/30/2022	136,335						152,064	1	15,729	2,184	62.42	69.63
FS10023E	1.50%	7/1/2022	12/31/2022	138,222						154,188	1	15,965	2,184	63.29	70.60

Fire Deputy Chief with EMT and OEM Coordinator															
FS10027E	0.00%	1/1/2018	12/31/2018	123,307						137,908	1	14,601	2,184	56.46	63.14
FS10027E	0.00%	1/1/2019	12/31/2019	124,307						138,908	1	14,601	2,184	56.92	63.60
FS10027E	1.50%	1/1/2020	6/30/2020	126,045						140,865	1	14,820	2,184	57.71	64.50
FS10027E	1.50%	7/1/2020	12/31/2020	127,808						142,850	1	15,042	2,184	58.52	65.41
FS10027E	1.50%	1/1/2021	6/30/2021	129,597						144,865	1	15,268	2,184	59.34	66.33
FS10027E	1.50%	7/1/2021	12/31/2021	131,414						146,911	1	15,497	2,184	60.17	67.27
FS10027E	1.50%	1/1/2022	6/30/2022	133,258						148,987	1	15,729	2,184	61.02	68.22
FS10027E	1.50%	7/1/2022	12/31/2022	135,129						151,094	1	15,965	2,184	61.87	69.18
Fire Captain															
FS10030	0.00%	1/1/2018	12/31/2018	98,689						107,777	1	9,088	2,184	45.19	49.35
FS10030	0.00%	1/1/2019	12/31/2019	98,689						107,777	1	9,088	2,184	45.19	49.35
FS10030	1.50%	1/1/2020	6/30/2020	100,169						109,394	1	9,225	2,184	45.86	50.09
FS10030	1.50%	7/1/2020	12/31/2020	101,672						111,035	1	9,363	2,184	46.55	50.84
FS10030	1.50%	1/1/2021	6/30/2021	103,197						112,701	1	9,504	2,184	47.25	51.60
FS10030	1.50%	7/1/2021	12/31/2021	104,745						114,392	1	9,647	2,184	47.96	52.38
FS10030	1.50%	1/1/2022	6/30/2022	106,316						116,108	1	9,792	2,184	48.68	53.16
FS10030	1.50%	7/1/2022	12/31/2022	107,911						117,850	1	9,939	2,184	49.41	53.96
Fire Captain with EMT															
FS10040E	0.00%	1/1/2018	12/31/2018	101,689						110,777	1	9,088	2,184	46.56	50.72
FS10040E	0.00%	1/1/2019	12/31/2019	102,689						111,777	1	9,088	2,184	47.02	51.18
FS10040E	1.50%	1/1/2020	6/30/2020	104,169						113,394	1	9,225	2,184	47.70	51.92
FS10040E	1.50%	7/1/2020	12/31/2020	105,672						115,035	1	9,363	2,184	48.38	52.67
FS10040E	1.50%	1/1/2021	6/30/2021	107,197						116,701	1	9,504	2,184	49.08	53.43
FS10040E	1.50%	7/1/2021	12/31/2021	108,745						118,392	1	9,647	2,184	49.79	54.21
FS10040E	1.50%	1/1/2022	6/30/2022	110,316						120,108	1	9,792	2,184	50.51	54.99
FS10040E	1.50%	7/1/2022	12/31/2022	111,911						121,850	1	9,939	2,184	51.24	55.79
Fire Captain with EMT and Fire Official															
FS10050E	0.00%	1/1/2018	12/31/2018	109,189						118,277	1	9,088	2,184	50.00	54.16
FS10050E	0.00%	1/1/2019	12/31/2019	110,189						119,277	1	9,088	2,184	50.45	54.61
FS10050E	1.50%	1/1/2020	6/30/2020	111,669						120,894	1	9,225	2,184	51.13	55.35
FS10050E	1.50%	7/1/2020	12/31/2020	113,172						122,535	1	9,363	2,184	51.82	56.11
FS10050E	1.50%	1/1/2021	6/30/2021	114,697						124,200	1	9,503	2,184	52.52	56.87
FS10050E	1.50%	7/1/2021	12/31/2021	116,245						125,891	1	9,646	2,184	53.23	57.64
FS10050E	1.50%	1/1/2022	6/30/2022	117,816						127,607	1	9,791	2,184	53.95	58.43
FS10050E	1.50%	7/1/2022	12/31/2022	119,411						129,348	1	9,937	2,184	54.68	59.23
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.															
Holiday Pay at 7%															

APPENDIX 8 - SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS															
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Firefighter															
FF10010	0.00%	1/1/2010	12/31/2010	40,240	44,754	49,270	53,784	58,299	62,813	80,444	6	4,514	2,184	18.42	36.83
FF10010	0.00%	1/1/2011	12/31/2011	40,240	44,754	49,269	53,783	58,297	62,811	80,444	6	4,514	2,184	18.42	36.83
FF10010	2.00%	1/1/2012	12/31/2012	41,045	45,649	50,254	54,858	59,463	64,067	82,052	6	4,605	2,184	18.79	37.57
FF10010	2.00%	1/1/2013	12/31/2013	41,866	46,563	51,259	55,956	60,653	65,350	83,694	6	4,697	2,184	19.17	38.32
FF10010	0.00%	1/1/2014	12/31/2014	41,866	46,563	51,259	55,956	60,653	65,350	83,694	6	4,697	2,184	19.17	38.32
FF10010	0.00%	1/1/2015	12/31/2015	41,866	46,563	51,259	55,956	60,653	65,350	83,694	6	4,697	2,184	19.17	38.32
FF10010	2.00%	1/1/2016	12/31/2016	42,703	47,494	52,285	57,075	61,866	66,657	85,368	6	4,791	2,184	19.55	39.09
FF10010	2.00%	1/1/2017	12/31/2017	43,557	48,444	53,331	58,218	63,105	67,992	87,075	6	4,887	2,184	19.94	39.87
Firefighter with EMT															
FF10020E	0.00%	1/1/2010	12/31/2010	41,045	44,754	49,270	53,784	58,299	62,813	82,052	6	4,514	2,184	18.79	37.57
FF10020E	0.00%	1/1/2011	12/31/2011	41,045	44,754	49,269	53,783	58,297	62,811	82,052	6	4,514	2,184	18.79	37.57
FF10020E	2.00%	1/1/2012	12/31/2012	44,045	48,649	53,254	57,858	62,463	67,067	85,052	6	4,605	2,184	20.17	38.94
FF10020E	2.00%	1/1/2013	12/31/2013	44,866	49,563	54,259	58,956	63,653	68,350	86,694	6	4,697	2,184	20.54	39.70
FF10020E	0.00%	1/1/2014	12/31/2014	44,866	49,563	54,259	58,956	63,653	68,350	86,694	6	4,697	2,184	20.54	39.70
FF10020E	0.00%	1/1/2015	12/31/2015	44,866	49,563	54,259	58,956	63,653	68,350	86,694	6	4,697	2,184	20.54	39.70
FF10020E	2.00%	1/1/2016	12/31/2016	45,703	50,494	55,285	60,075	64,866	69,657	88,368	6	4,791	2,184	20.93	40.46
FF10020E	2.00%	1/1/2017	12/31/2017	46,557	51,444	56,331	61,218	66,105	70,992	90,075	6	4,887	2,184	21.32	41.24
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.															
Holiday Pay at 7%															

APPENDIX 9 - SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS																	
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Deputy Police Chief																	
PS10010	0.00%	1/1/2010	12/31/2010	127,341								136,637	1	9,296	2,080	61.22	65.69
PS10010	0.00%	1/1/2011	12/31/2011	127,341								136,637	1	9,296	2,080	61.22	65.69
PS10010	2.00%	1/1/2012	12/31/2012	129,888								139,370	1	9,482	2,080	62.45	67.00
PS10010	2.00%	1/1/2013	12/31/2013	132,486								142,157	1	9,672	2,080	63.69	68.34
PS10010	0.00%	1/1/2014	12/31/2014	132,486								142,157	1	9,672	2,080	63.69	68.34
PS10010	0.00%	1/1/2015	12/31/2015	132,486								142,157	1	9,672	2,080	63.69	68.34
PS10010	2.00%	1/1/2016	12/31/2016	135,135								145,000	1	9,865	2,080	64.97	69.71
PS10010	2.00%	1/1/2017	12/31/2017	137,838								147,900	1	10,062	2,080	66.27	71.11
Police Captain																	
PS10020	0.00%	1/1/2010	12/31/2010	112,651								120,860	1	8,209	2,080	54.16	58.11
PS10020	0.00%	1/1/2011	12/31/2011	112,651								120,860	1	8,209	2,080	54.16	58.11
PS10020	2.00%	1/1/2012	12/31/2012	114,904								123,277	1	8,373	2,080	55.24	59.27
PS10020	2.00%	1/1/2013	12/31/2013	117,202								125,743	1	8,541	2,080	56.35	60.45
PS10020	0.00%	1/1/2014	12/31/2014	117,202								125,743	1	8,541	2,080	56.35	60.45
PS10020	0.00%	1/1/2015	12/31/2015	117,202								125,743	1	8,541	2,080	56.35	60.45
PS10020	2.00%	1/1/2016	12/31/2016	119,546								128,258	1	8,711	2,080	57.47	61.66
PS10020	2.00%	1/1/2017	12/31/2017	121,937								130,823	1	8,886	2,080	58.62	62.90
Police Lieutenant																	
PS10030	0.00%	1/1/2010	12/31/2010	99,689								106,956	1	7,267	2,080	47.93	51.42
PS10030	0.00%	1/1/2011	12/31/2011	99,689								106,956	1	7,267	2,080	47.93	51.42
PS10030	2.00%	1/1/2012	12/31/2012	101,683								109,095	1	7,412	2,080	48.89	52.45
PS10030	2.00%	1/1/2013	12/31/2013	103,716								111,277	1	7,561	2,080	49.86	53.50
PS10030	0.00%	1/1/2014	12/31/2014	103,716								111,277	1	7,561	2,080	49.86	53.50
PS10030	0.00%	1/1/2015	12/31/2015	103,716								111,278	1	7,561	2,080	49.86	53.50
PS10030	2.00%	1/1/2016	12/31/2016	105,791								113,503	1	7,712	2,080	50.86	54.57
PS10030	2.00%	1/1/2017	12/31/2017	107,907								115,773	1	7,867	2,080	51.88	55.66
Police Sergeant																	
PS10040	0.00%	1/1/2010	12/31/2010	89,012								94,656	1	5,644	2,080	42.79	45.51
PS10040	0.00%	1/1/2011	12/31/2011	89,012								94,656	1	5,644	2,080	42.79	45.51
PS10040	2.00%	1/1/2012	12/31/2012	90,792								96,549	1	5,757	2,080	43.65	46.42
PS10040	2.00%	1/1/2013	12/31/2013	92,608								98,480	1	5,872	2,080	44.52	47.35
PS10040	0.00%	1/1/2014	12/31/2014	92,608								98,480	1	5,872	2,080	44.52	47.35
PS10040	0.00%	1/1/2015	12/31/2015	92,608								98,480	1	5,872	2,080	44.52	47.35
PS10040	2.00%	1/1/2016	12/31/2016	94,460								100,450	1	5,989	2,080	45.41	48.29
PS10040	2.00%	1/1/2017	12/31/2017	96,349								102,459	1	6,109	2,080	46.32	49.26
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.																	
Holiday Pay at 7%, Police Stipend @ \$1,250.00 annually. \$500 annual Administrative Allowances and \$1,500 Detective Allowances as assigned.																	

APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE																	
TITLE/CODE	%	FROM	TO	MINIMUM	1	2	3	4	5	6	7	MAXIMUM	STEPS	INCREMENT	HRS/WEEK	HRLY MIN	HRLY MAX
Police Officer																	
PO10010	0.00%	1/1/2010	12/31/2010	50,882	56,478	62,075	67,671	73,268	78,864			84,458	6	5,596	2,080	24.46	40.60
PO10010	0.00%	1/1/2011	12/31/2011	50,882	56,478	62,074	67,670	73,266	78,862			84,458	6	5,596	2,080	24.46	40.60
PO10010	2.00%	1/1/2012	12/31/2012	51,900	57,608	63,315	69,023	74,731	80,439			86,147	6	5,708	2,080	24.95	41.42
PO10010	2.00%	1/1/2013	12/31/2013	52,938	58,760	64,582	70,404	76,226	82,048			87,870	6	5,822	2,080	25.45	42.25
PO10010	0.00%	1/1/2014	12/31/2014	52,938	58,760	64,582	70,404	76,226	82,048			87,870	6	5,822	2,080	25.45	42.25
PO10010	0.00%	1/1/2015	12/31/2015	52,938	58,760	64,582	70,404	76,226	82,048			87,870	6	5,822	2,080	25.45	42.25
PO10010	2.00%	1/1/2016	12/31/2016	53,996	59,935	65,873	71,812	77,751	83,689			89,628	6	5,939	2,080	25.96	43.09
PO10010	2.00%	1/1/2017	12/31/2017	55,076	61,134	67,191	73,249	79,306	85,364			91,421	6	6,058	2,080	26.48	43.95
Police Officer Hired after 2/28/2014																	
PO10020	0.00%	1/1/2010	12/31/2010	50,882	55,079	59,277	63,474	67,672	71,869	76,066	80,263	84,458	8	4,197	2,080	24.46	40.60
PO10020	0.00%	1/1/2011	12/31/2011	50,882	55,079	59,276	63,473	67,670	71,867	76,064	80,261	84,458	8	4,197	2,080	24.46	40.60
PO10020	2.00%	1/1/2012	12/31/2012	51,900	56,181	60,462	64,742	69,023	73,304	77,585	81,866	86,147	8	4,281	2,080	24.95	41.42
PO10020	2.00%	1/1/2013	12/31/2013	52,938	57,304	61,671	66,037	70,404	74,770	79,137	83,504	87,870	8	4,367	2,080	25.45	42.25
PO10020	0.00%	1/1/2014	12/31/2014	52,938	57,304	61,671	66,037	70,404	74,770	79,137	83,504	87,870	8	4,367	2,080	25.45	42.25
PO10020	0.00%	1/1/2015	12/31/2015	52,938	57,304	61,671	66,037	70,404	74,770	79,137	83,504	87,870	8	4,367	2,080	25.45	42.25
PO10020	2.00%	1/1/2016	12/31/2016	53,996	58,450	62,904	67,358	71,812	76,266	80,720	85,174	89,628	8	4,454	2,080	25.96	43.09
PO10020	2.00%	1/1/2017	12/31/2017	55,076	59,619	64,162	68,705	73,249	77,792	82,335	86,878	91,421	8	4,543	2,080	26.48	43.95
Police Officer Training Step																	
PO10030	0.00%	1/1/2010	12/31/2010	41,393								41,393	0	0	2,080	19.90	19.90
PO10030	0.00%	1/1/2011	12/31/2011	41,393								41,393	0	0	2,080	19.90	19.90
PO10030	2.00%	1/1/2012	12/31/2012	42,221								42,221	0	0	2,080	20.30	20.30
PO10030	2.00%	1/1/2013	12/31/2013	43,065								43,065	0	0	2,080	20.70	20.70
PO10030	0.00%	1/1/2014	12/31/2014	43,065								43,065	0	0	2,080	20.70	20.70
PO10030	0.00%	1/1/2015	12/31/2015	43,065								43,065	0	0	2,080	20.70	20.70
PO10030	2.00%	1/1/2016	12/31/2016	43,927								43,927	0	0	2,080	21.12	21.12
PO10030	2.00%	1/1/2017	12/31/2017	44,806								44,806	0	0	2,080	21.54	21.54
Longevity Payments between 2% and 10% of pensionable salaries are limited to those employees eligible under a collective bargaining agreement.																	
Holiday Pay at 7%, Police Stipend @ \$1,250.00 annually. \$500 annual Administrative Allowances and \$1,500 Detective Allowances as assigned.																	