1. Conference Meeting Agenda

   Documents: CA8.11.15.PDF

2. Public Meeting Agenda

   Documents: PM8.11.15.PDF

3. Resolution(S)

   3.I. 201-15

   Documents: 201-15 AUTH. AMENDMENT ASSIGNMENT AND ASSUMPTION OF INFRASTRUCTURE CONS. AGMT..PDF, 201-15 EXHIBITS TO RESOLUTION 8.11.15.PDF

   3.II. 202-15

   Documents: 202-15 AUTH. MODIFICATION TO 2006 REDEVELOPMENT AGMT. WITH PRISM 8.11.15.PDF, 202-15 EXHIBIT TO RESOLUTION 8.11.15.PDF

   3.III. 203-15

   Documents: 203-15 AUTH. REDEVELOPMENT AGMT. W-DGP URBAN RENEWAL LLC 8.11.15.PDF, 203-15 EXHIBIT TO RESOLUTION 8.11.15.PDF

   3.IV. 205-15

   Documents: 205-15 AUTHORIZING LICENSE AND ACCESS AGREEMENT FOR SIGN- LUKOIL STATION.PDF, 205-15 EXHIBIT A-SIGN AT LUKOIL STATION.PDF

   3.V. 206-15

   Documents: 206-15 RESOLUTION AUTHORIZING EXECUTION OF MOA WITH COPSTO.PDF

   3.VI. 207-15

   Documents: 207-15 RESOLUTION AUTHORIZING AGREEMENT WITH FSOA.PDF, 207-15 AGREEMENT FSOA.PDF

   3.VII. 208-15

   Documents: 208-15 RESOLUTION AUTHORIZING AGREEMENT WITH PBA.PDF, 208-15 AGREEMENT PBA.PDF

   3.VIII. 209-15

   Documents: 209-15 RESOLUTION AUTHORIZING EXECUTION OF MOA WITH AFSCME.PDF, 209-15 AGREEMENT-AFSCME.PDF

   3.IX. 210-15

   Documents: 210-15 RESOLUTION AMENDING RES 165-15 RE TAX EXEMPTION-12 VALLEY WAY.PDF

   3.X. 211-15

   Documents: 211-15 AUTHORIZING ACCESS AND USE AGREEMENT-HCESC.PDF

   3.XI. 212-15

Documents: 212-15 RAFFLE LICENSES 8.11.15.PDF

3.XII. 213-15

Documents: 213-15 RESOLUTION FOR 2015 APPRAISAL SERVICES.PDF

3.XIII. 214-15

Documents: 214-15 RESOLUTION COMPETITIVE CONTRACTING FOR FIRE APPARATUS 2015.PDF

3.XIV. 215-15

Documents: 215-15 AWARD STREET IMPROVEMENTS PHASE II 2015 REGGIO.PDF

3.XV. 216-15

Documents: 216-15 RESOLUTION IMPROVEMENTS TO FIRE STATIONS.PDF

3.XVI. 217-15

Documents: 217-15 REQUEST OF PLANNING BD FOR NEED OF REDEVELOPMENT IN CERTAIN AREAS (00000002).PDF, 217-15 TAXMAPOUTLINES.PDF

3.XVII. 218-15

Documents: 218-15 PROF SVCS CONTRACT - PARETTE SOMJEN - ANIMAL CONTROL AND PUBLIC WORKS FACILITY.PDF

3.XVIII. 219-15

Documents: 219-15 RESOLUTION RE-APOINTING JOANNE GAGLIARDO AS TAX COLLECTOR.PDF

3.XIX. 220-15

Documents: 220-15 EXECUTIVE SESSION 8.11.15.PDF

3.XX. 221-15

Documents: 221-15 RESOLUTION AUTHORIZING EXECUTION OF MOA WITH PWNUSE.PDF, 221-15 ATTACHMENT.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2456-15

Documents: 2456-15 ORDINANCE AMENDING CHAPTER 4 SECTION 34 RE EXTRA DUTY EMPLOYMENT FOR POLICE OFFICERS.PDF

4.II. 2457-15

Documents: 2457-15 CHANGE FOR SOUTH VALLEY ROAD PARKING.PDF

4.III. 2458-15

Documents: 2458-15 AMENDMENT ASSIGMMENT ASSUMPTION FINANCIAL AGMT. EDISON BATTERY FACTORY.PDF, 2458-15 EXHIBITS.PDF

5. Ordinance(S) On First Reading

5.I. 2459-15

Documents: 2459-15 SALARY ORDINANCE 8.11.15.PDF

5.II. 2460-15

Documents: 2460-15 ORDINANCE HANDICAPPED.PDF

5.III. 2461-15

Documents: 2461-15 ORDINANCE HANDICAPPED-49 HARRISON AVE..PDF

5.IV. 2462-15

Documents: 2462-15 MOUNTAIN DRIVE STOPPING OR STANDING.PDF

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

August 11, 2015

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on December 1, 2014. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on December 1, 2014.

Roll Call – Councilman Cirilo, Councilman Krakoviak, Councilwoman Spango, Councilwoman McCartney, Council President Guarino (Mayor Parisi)

==========

6:30 P.M

- **Promotional Ceremony – West Orange Fire and Police Departments**

  <u>West Orange Fire Department</u>
  Captain Daniel Shelley to Deputy Fire Chief
  Firefighter Joseph Matullo to Fire Captain
  Firefighter Richard Smith to Fire Captain

  <u>West Orange Police Department</u>
  Sergeant Jonathan Shluker to Lieutenant
  Police Officer William Sayers to Sergeant

- **5th Annual STOP for Nikhil Run/Walk-Nikhil Badlani Foundation-September 20, 2015**

- **25th Annual Mayor's 5K Walk/Run Break the Silence of Ovarian Cancer – September 27, 2015**

- **<u>Council Liaison Announcements</u>**

  7:00 P.M.

- **<u>Public Meeting</u>**

AGENDA-AMENDED
Tuesday, August 11, 2015
Township of West Orange
66 Main Street – 7:00 p.m.

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on December 1, 2014. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on December 1, 2014.

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 – Councilman Cirilo, Councilman Krakoviak, Councilwoman Spango, 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 July 21, 2015

5. ***Report of Township Officers-**West Orange Municipal Court-May & June 2015

6. ***Reading of Petitions and Communications and Bids-None**

7. ***Bills**

8.*Resolutions

a. 201-15 Resolution Authorizing Amendment, Assignment and Assumption of Infrastructure Construction Agreement (Legal-McManimon)

b. 202-15 Resolution Authorizing Modification to 2006 Redevelopment Agreement with Prism (Legal-McManimon)

c. 203-15 Resolution Authorizing Redevelopment Agreement with DGP Urban Renewal, LLC (Legal-McManimon)

d. 205-15 Resolution Authorizing the Execution of a License and Access Agreement that Allows the Township to Build and Maintain a Sign at the Lukoil Gas Station Located at the Corner of Eagle Rock Avenue and Pleasant Valley Way (Legal-Moon)

e. 206-15 Resolution Authorizing Execution of Memorandum of Agreement with COPSTO (Legal-Duffy)
This resolution would authorize the execution of a Memorandum of Agreement ("MOA") between the Township and the Teamster Local 560 Communications Operators and Public Safety Telecommunications Operators ("COPSTO") whereby the parties have agreed to modify their existing contract in accordance with the terms and conditions set forth in the MOA. The

resolution would further direct that the Township's Labor Counsel shall incorporate the terms of the MOA into the existing contract for subsequent execution by all parties.

f. 207-15 Resolution Authorizing Execution of Memorandum of Agreement with West Orange Fire Superior Officer's Association (Legal-Buffman)
This resolution would authorize the execution of a Memorandum of Agreement ("MOA") between the Township and the West Orange Fire Superior Officer's Association ("FSOA") whereby the parties have agreed to modify their existing contract in accordance with the terms and conditions set forth in the MOA. The Resolution would further direct that the Township's Labor Counsel shall incorporate the terms of the MOA into the existing contract for subsequent execution by all parties.

g. 208-15 Resolution Authorizing Execution of Memorandum of Agreement with West Orange Policemen's Benevolent Association, PBA Local #25 and the West Orange Police Superior Officers Association (Legal-Buffman)
This resolution would authorize the execution of a Memorandum of Agreement ("MOA") between the Township and the West Orange Policemen's Benevolent Association, PBA Local #25 and the West Orange Police Superior Officers Association ("WOPBA Local 25 and WOPSOA") whereby the parties have agreed to modify their existing contract in accordance with the terms and conditions set forth in the MOA. The Resolution would further direct that the Township's Labor Counsel shall incorporate the terms of the MOA into the existing contract for subsequent execution by all parties.

h. 209-15 Resolution Authorizing Execution of Memorandum of Agreement with AFSCME (Legal-Duffy)
This resolution would authorize the execution of a Memorandum of Agreement ("MOA") between the Township and the American Federal of State, County, and Municipal Employees, Council 52, Local 3476 ("AFSCEME") whereby the parties have agreed to modify their existing contract in accordance with the terms and conditions set forth in the MOA. The resolution would further direct that the Township's Labor Counsel shall incorporate the terms of the MOA into the existing contract for subsequent execution by all parties.

i. 210-15 Resolution Amending Resolution No. 165-15 Regarding Real Estate Tax Exemption for 12 Valley Way (Legal-Duffy)
This resolution would amend Resolution No. 165-15, adopted by the Township Council on June 23, 2015, to provide for a refund of 2014 real estate taxes, in the total amount of $7,316.32, based upon the owner's status as a disabled veteran, pursuant to N.J.S.A. 54:4-3.30. The amendment of Resolution No. 165-15 is necessary to reflect the Tax Assessor's determination that there is no entitlement for a refund of real estate taxes in 2015.

j. 211-15 Resolution Authorizing Execution of Access and Use Agreement with the Hunterdon County Educational Services Commission (Legal-Buffman)
This resolution would authorize the execution of an Access and Use Agreement between the Township and the Hunterdon County Educational Services Commission ("HCESC") whereby the Township has agreed to grant HCESC access and use of the radio tower located on or near Marcella Avenue. The Agreements grants HCESC access and use of the radio tower for one year unless extended as set forth in paragraph 3 of the agreement. HCESC has agreed to pay the Township an access and use rate of $7,200 for the one year period, to be paid in equal monthly installments of $600.

k. 212-15 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

l. 213-15 Resolution to authorize a Professional Service Contract with Associated Appraisal Group, Inc. for Residential Real Estate Services (DeSantis)

m. 214-15 Resolution to Authorize Competitive Contracting Process for Fire Apparatus Equipment Maintenance and Repair (DeSantis)
This resolution will allow the Township to prepare a request for proposal in which the competitive contracting methodology will be used according to State Statute. The proposal will be prepared with the ranking of criteria so an award can be made based on multiple factors.

n. 215-15 Resolution to Authorize a Contract for the Street Improvements, Phase II, 2015-Re-Bid with Reggio Construction, Inc., 1575 West Street, Fort Lee, NJ 07024 in the amount of $3,086.160.43 for the Base Bid and Alternate No. 1 (Lepore)

o. 216-15 Resolution Awarding a Professional Services Contract to Parette Somjen Architects, LLC, 439 Route 46 East, Rockaway, New Jersey 07866 to Provide Professional Architectural and Engineering Services for the Evaluation of Facilities at the Four West Orange Fire Stations and the West Orange First Aid Squad Building for a Fee not to exceed $16,800.00. (Lepore)

p. **217-15** Resolution to Request that the West Orange Planning Board to Investigate the Eagle Rock/Prospect Avenue Area as an Area in Need of Redevelopment/Rehabilitation Investigation (Gross)

q. 218-15 Resolution Authorizing a Professional Services Contract to Parette Somjen, LLC, 439 Route 46 East, Rockaway, New Jersey 07866 to Provide Professional Architecture and Engineering Services for a Feasibility Study and Concept Design Plans for a new Public Works Facility and new Animal Control Facility to be Located on Properties Bound by Prospect Avenue, Mt. Pleasant Avenue and Marcella Avenues for a Fee not to exceed $25,500.00 including $1,000.00 for expenses.

r. 219-15 Resolution Reappointing Joanne Gagliardo as Tax Collector
This resolution would reappoint Joanne Gagliardo as the Township's Tax Collector, in which capacity she has served in an exceptional manner since her initial appointment in July 2011. If reappointed, Ms. Gagliardo will acquire tenure, and will hold her office during good behavior, efficiency, and compliance with continuing education requirements.

s. 220-15 Resolution Authorizing an Executive Session for the Purpose of Discussing Litigation – West Essex Highlands

t. 221-15 Resolution Authorizing Execution of Memorandum of Agreement with Non-Uniform Supervisor's Union
This resolution would authorize the execution of a Memorandum of Agreement ("MOA") between the Township and the Teamster Local 560 Public Works, Non-Uniform, Supervisory Employees ("PWNUSE") whereby the parties have agreed to modify their existing contract in accordance with the terms and conditions set forth in the MOA. The Resolution would further direct that the Township's Labor Counsel shall incorporate the terms of the MOA into the existing contract for subsequent execution by all parties.

9. Ordinances on Second and Final Reading

a. 2456-15 An Ordinance Amending Chapter 4, Section 34.3 of the Revised General Ordinances of the Township of West Orange, Entitled "Extra Duty Employment for Police Officers" (Legal-Duffy)

b. 2457-15 An Ordinance Amending and Supplementing Chapter 7, Traffic Section 7-11, Parking Time Limited on Certain Streets, During Certain Hours, Section 7-14.1, Night Parking Restricted, and Section 7-14.2, Parking Prohibited During Certain Hours on Certain Streets, of the Revised General Ordinances of the Township of West Orange (Lepore)

c. 2458-15 An Ordinance of the Township of West Orange, In the County of Essex, New Jersey Authorizing the Amendment, Assignment and Assumption of a Financial Agreement with Respect to Certain Property Commonly Known as the Edison Battery Factory (Legal-McManimon)

10. Ordinances on First Reading

a. 2459-15 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 Employee's Status as a Township Employee Under the Guidelines of the New Jersey Department of Personnel (Gross)

b. 2460-15 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange-Handicapped Parking - 18 Dean Street and 46 Riggs Place (Lepore)

c. 2461-15 An Ordinance Amending and Supplementing Chapter 7, Traffic Subsection 7-32.1, Handicapped Parking on Streets of the Revised General Ordinances of the Township of West Orange – 49 Harrison Avenue (Lepore)

d. 2462-15 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-10.1, Stopping or Standing Prohibited During Certain Hours on Certain Streets, of the Revised General Ordinances of the Township of West Orange (Lepore)

11. ABC Hearing

a. 545-15 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2015-2016 License Term **(resolution to follow)**

a. 546-15 Resolution Referring ABC Conflict License to the ABC Director for Renewal-
Starlite Restaurant and Pizzeria, Inc. 0722-33-016-005

12. 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.

201-15
August 11, 2015

RESOLUTION OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY AUTHORIZING THE AMENDMENT, ASSIGNMENT AND ASSUMPTION OF AN INFRASTRUCTURE CONSTRUCTION AGREEMENT WITH RESPECT TO THE DOWNTOWN REDEVELOPMENT AREA

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A.* 40A:12A-1 *et seq.*), the Township Council (the "**Township Council**") of the Township of West Orange (the "**Township**"), acting by resolution, determined that the Downtown Redevelopment Area was an "area in need of redevelopment" in accordance with *N.J.S.A.* 40A:12A-6(b); and

WHEREAS, on February 9, 2003 the Township Council approved an Ordinance adopting a redevelopment plan for the Downtown Redevelopment Area (as amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, the Township and Prism Green Associates IV, LLC ("**Prism**") entered into that certain Redevelopment Agreement dated as of December 20, 2006 (as amended and supplemented, the "**Redevelopment Agreement**"); and

WHEREAS, the Redevelopment Agreement authorized Prism to redevelop certain properties including but not limited to Block 66, Lots 1, 5 and 7 (collectively, the "**Edison Battery Parcels**") in accordance with the terms thereof; and

WHEREAS, the Township and Prism entered into that certain Modification Agreement dated August 8, 2014 with respect to the redevelopment of the Edison Battery Parcels (the "**Modification Agreement**") (as further defined therein, the "**Phase 1 Project**"); and

WHEREAS, the Modification Agreement established certain Phase 1 Infrastructure Improvements to be undertaken by the Redeveloper; and

WHEREAS, Prism's affiliate GP 177 Main Urban Renewal, LLC, an urban renewal entity formed in accordance with the provisions of the Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 *et seq*. (the "**Exemption Law**") ("**GP 177**") became the fee title owner of the Edison Battery Parcels; and

WHEREAS, the Township and Prism, as agent for GP 177, entered into that certain Infrastructure Construction Agreement dated August 8, 2014 (the "**Infrastructure Construction Agreement**"); and

WHEREAS, on July 15, 2015, DGP Urban Renewal, LLC **(** "**DGP**"), an urban renewal entity qualified to do business under the Exemption Law, proposed to the Township, that the Township authorize DGP to take ownership of and develop the Phase 1 Project as the designated redeveloper thereof; and

WHEREAS, GP177 desires and intends to transfer to DGP all of its right, title and interest in and to the Phase 1 Project and Prism and GP 177 desire and intend to transfer to DGP all of their right, title and interest in and to the Infrastructure Construction Agreement, and DGP desires and intends to assume the same,

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

I. **GENERAL**

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. **EXECUTION OF AMENDMENT, ASSIGNMENT AND ASSUMPTION OF INFRASTRUCTURE CONSTRUCTION AGREEMENT AUTHORIZED**

(a) The Mayor is hereby authorized to execute an amendment, assignment and assumption of the Infrastructure Construction Agreement, a form of which is attached hereto as Exhibit A (the "**Amendment**"), together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.

(b) The Township Clerk is hereby authorized and directed, upon execution of the Amendment in accordance with the terns of Section II(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

III. **SEVERABILITY**

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. **AVAILABILITY OF THE RESOLUTION**

A copy of this resolution shall be available for public inspection at the offices of the Township.

V. **EFFECTIVE DATE**

This Resolution shall take effect upon final passage.

Karen J. Carnevale	**Jerry Guarino**
Municipal Clerk	**Council President**

Adopted: August 11, 2015

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the West Orange Township Council, in the County of Essex, at its meeting held on _____, 2015.

_____

Karen J. Carnevale, RMC, Municipal Clerk

Exhibit A

Amendment, Assignment and Assumption of Infrastructure Construction Agreement

201-15

EXHIBIT TO RESOLUTION

AMENDMENT, ASSIGNMENT AND ASSUMPTION

OF INFRASTRUCTURE CONSTRUCTION AGREEMENT

THIS AMENDMENT, ASSIGNMENT AND ASSUMPTION OF INFRASTRUCTURE CONSTRUCTION AGREEMENT (this "**ICA**"), dated _____, 2015 (the "**Effective Date**") is by and among **PRISM GREEN ASSOCIATES IV, LLC** as an agent for **GP 177 MAIN URBAN RENEWAL, L.L.C.** (the "**Assignor**"), with offices at 200 Broadacres Drive, Bloomfield, New Jersey 07003, **DGP URBAN RENEWAL, LLC** (the **"Assignee"**), with offices at _____, and the **TOWNSHIP OF WEST ORANGE**, a municipal corporation in the County of Essex, and the State of New Jersey (the "**Township**").

RECITALS

A. The Township and the Assignor entered into that certain Infrastructure Construction Agreement dated August 8, 2014 (the **"Original ICA"**).

B. The Assignee has requested an assignment of the Original ICA to Assignee and an amendment to the Original ICA to clarify and confirm certain aspects of the Original ICA as set forth herein.

C. Assignor is on this day transferring to Assignee all of its right, title and interest in and to the ICA, subject to the terms hereof.

D. The Township, Assignor and Assignee wish to amend the Original ICA, subject to and in accordance with the terms hereof.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree that the Original ICA is amended as follows:

1. In Section 1.1, the definition of "Environmental Law(s)" is hereby deleted and replaced with the following new definition:

Environmental Law(s): As defined in the Redevelopment Agreement.

2. In Section 1.1, the definition of "Phase 1 Infrastructure Obligations" is hereby deleted and replaced with the following new definition:

Phase 1 Infrastructure Obligations: As defined in the Redevelopment Agreement.

3. In Section 1.1, the definition of "Redeveloper" is hereby deleted and replaced with the following new definition:

Redeveloper: DGP Urban Renewal, LLC.

4. In Section 1.1, the definition of "Redeveloper's Engineer" is hereby deleted and replaced with the following new definition:

Redeveloper's Engineer: Langan Engineering and Environmental Services or such other person or entity designated as the Redeveloper's Engineer hereunder.

5. In Section 1.1, the following definition of "Redevelopment Agreement" is hereby inserted:

Redevelopment Agreement: that certain Redevelopment Agreement by and between the Township and DGP Urban Renewal, LLC, dated as of [_____], 2015.

6. In Section 1.1, the definition of "Trust Agreement" is hereby deleted and replaced with the following new definition:

Trust Agreement: That certain trust agreement, to be dated as of the date of the issuance of the Bonds, by and between the Township and a corporate trust institution, as acknowledged by DGP Urban Renewal, LLC, governing the delivery, deposit, application, investment, requisition, disbursement and withdrawal of Bond Proceeds.

7. Any and all references in the operative provisions of the ICA to the "Modification Agreement" and "Original Redevelopment Agreement" are hereby deemed deleted and replaced with "Redevelopment Agreement" as that term is defined in this Agreement.

8. Section 8.2 is hereby amended to read in its entirety as follows:

"8.2 Bidding. To the extent that the cost of the Phase 1 Infrastructure Project shall be paid or otherwise funded from Bond Proceeds, or unless the Township agrees otherwise, the Redeveloper shall obtain proposals on a "lump sum" basis, which proposals shall include unit pricing for all major items, from at least three (3) qualified bidders for each Construction Contract, other than any Construction Contract with a Third Party Utility Provider. Redeveloper shall submit a bid summary of all bid proposals and a statement to the Township as to which bidder the Redeveloper intends to select. In the event Redeveloper's proposed Contractor is not the lowest bidder, Redeveloper shall provide written explanation of why Redeveloper considers the Contractor to be the lowest qualified bidder. Redeveloper agrees that entities prohibited from receiving a contract within the State of New Jersey pursuant to *N.J.S.A.* 34:11-56.48 shall not be "qualified bidders" and shall not be eligible to bid on any aspect of the Phase 1 Infrastructure Project."

9. Section 20.9 is amended to provide that any formal notices, demands and communications sent by the Township to the Redeveloper shall be delivered to:

Redeveloper: DGP Urban Renewal, LLC
c/o Dune Real Estate Partners LP
623 Fifth Avenue, 30th Floor
New York, NY 10022, Attn.: Gregory Rush

with copy to Counsel to Redeveloper:

Connell Foley LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, NJ 07311-4029
Attn.: James C. McCann, Esq.
Phone: 201.521.1000
Fax: 201.521.0100

10. Assignment.

(a) Assignor hereby assigns and transfers to the Assignee all of the Assignor's right, title, interest and benefit in and to the Original ICA as amended by this Agreement.

1. The Assignee hereby accepts the transfer of the Original ICA as amended by this Agreement and assumes all of the obligations of the Assignor thereunder.

2. The Township hereby approves the assignment of the Original ICA as amended by this Agreement by the Assignor to the Assignee.

11. Miscellaneous.

(a) Except as specifically modified and amended as set forth in this Agreement, the Original ICA shall remain unmodified and in full force and effect.

3. This Agreement embodies the entire agreement and understanding among the parties relating to the subject matter hereof.

4. The execution and delivery of this Agreement has been duly authorized by all necessary action of each of the parties hereto and represents the valid and binding act and obligation of each of them, enforceable against each of them in accordance with its terms. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the terms or provisions hereof may be waived, modified or amended, except by an instrument in writing executed by the party to be charged therewith.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

agreement and it shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS:

_____

PRISM GREEN ASSOCIATES IV, LLC as an agent for **GP 177 MAIN URBAN RENEWAL, L.L.C.**, as Assignor

_____

By:

WITNESS:

_____

GP 177 MAIN URBAN RENEWAL, L.L.C.

_____

By:

WITNESS:

_____

DGP URBAN RENEWAL, LLC, as Assignee

_____

By:

WITNESS:

_____

TOWNSHIP OF WEST ORANGE

_____

By:

202-15
August 11, 2015

RESOLUTION OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH PRISM GREEN ASSOCIATES IV, LLC FOR THE REDEVELOPMENT OF CERTAIN PROPERTIES WITHIN THE DOWNTOWN REDEVELOPMENT AREA

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A.* 40A:12A-1 *et seq.*), the Township Council (the "**Township Council**") of the Township of West Orange (the "**Township**"), acting by resolution, determined that the Downtown Redevelopment Area was an "area in need of redevelopment" in accordance with *N.J.S.A.* 40A:12A-6(b); and

WHEREAS, on February 9, 2003 the Township Council approved an Ordinance adopting a redevelopment plan for the Downtown Redevelopment Area (as amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, the Township and Prism Green Associates IV, LLC ("**Prism**") entered into that certain Redevelopment Agreement dated as of December 20, 2006 (as amended and supplemented, the "**Original Redevelopment Agreement**"); and

WHEREAS, the Original Redevelopment Agreement authorized Prism to redevelop certain properties including but not limited to Block 66, Lots 1, 5 and 7 (collectively, the "**Edison Battery Parcels**") in accordance with the terms thereof; and

WHEREAS, the Township and Prism entered into that certain Modification Agreement dated August 8, 2014 with respect to the redevelopment of the Edison Battery Parcels (the "**Modification Agreement**") (as further defined therein, the "**Phase 1 Project**"); and

WHEREAS, Prism's affiliate GP 177 Main Urban Renewal, LLC, an urban renewal entity formed in accordance with the provisions of the Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 *et seq*. (the "**Exemption Law**") ("**GP 177**") became the fee title owner of the Edison Battery Parcels; and

WHEREAS, Prism has requested that the Township: terminate its designation as redeveloper with respect to the Phase 1 Project; cancel and nullify the Modification Agreement; modify the Original Redevelopment Agreement to remove reference to the Phase 1 Project; and designate DGP Urban Renewal, LLC as redeveloper of the Phase 1 Project,

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

I. **GENERAL**

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. **EXECUTION OF AMENDMENT TO ORIGINAL REDEVELOPMENT AGREEMENT**

(a) The Mayor is hereby authorized to execute an amendment to the Original Redevelopment Agreement, a form of which is attached hereto as Exhibit A (the "**Amendment**"), together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.

(b) The Township Clerk is hereby authorized and directed, upon execution of the Amendment in accordance with the terms of Section II(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

III. **SEVERABILITY**

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. **AVAILABILITY OF THE RESOLUTION**

A copy of this resolution shall be available for public inspection at the offices of the Township.

V. **EFFECTIVE DATE**

This Resolution shall take effect upon final passage.

Karen J. Carnevale	**Jerry Guarino**
Municipal Clerk	**Council President**

Adopted: August 11, 2015

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the West Orange Township Council, in the County of Essex, at its meeting held on _____, 2015.

Karen J. Carnevale, RMC, Municipal Clerk

Exhibit A

Amendment to Original Redevelopment Agreement

202-15
August 11, 2015

MODIFICATION AGREEMENT

By and Between

THE TOWNSHIP OF WEST ORANGE

as Redevelopment Entity

and

PRISM GREEN ASSOCIATES IV, LLC,

as Redeveloper

Dated as of _____ __, 2015

This Modification to Redevelopment Agreement (the **"Modification Agreement"**) entered into this _____ day of _____, 2015 constitutes a modification of and amendment to that certain Redevelopment Agreement dated December 20, 2006, as amended by letter agreement dated May 8, 2007, June 21, 2007, September 11, 2007 and October 27, 2009 (collectively, the "**Redevelopment Agreement"**, a copy of which is attached as Exhibit A hereto) 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 **PRISM GREEN ASSOCIATES IV, LLC**, a limited liability company of the State of Delaware authorized to do business in the State of New Jersey, having offices at c/o Prism Capital Partners, LLC, 200 Broadacres Drive, Suite 180, Bloomfield, New Jersey 07003 (**"Prism Green"**) (all capitalized terms used in this Agreement not otherwise defined herein shall have the meaning specified in the Redevelopment Agreement) .

W I T N E S S E T H

WHEREAS, the Redevelopment Agreement defined the "Project or Redevelopment Project" as the construction or rehabilitation of a total of 609 residential units comprising approximately 538 "for sale" market rate residential units and uses attendant and necessary thereto; up to 71 low and moderate income affordable residential units pursuant to the applicable regulations of the NJ Council on Affordable Housing ("**COAH**") and the Township's growth share obligations thereunder; together with up to approximately 50,200 square feet of commercial space and other amenity support space; a parking structure containing not less than 590 spaces and such other parking areas as may be approved by the Planning Board in accordance with the provision of the Redevelopment Plan to accommodate parking for residential and retail uses as hereinafter provided; public infrastructure and improvements, including utilities, roadways, pathways, sidewalks, public rights of way and open spaces; and

WHEREAS, the Redevelopment Agreement defined "Phase 1" of the Project in relevant part as "the redevelopment of the Edison Battery Building, retail development and construction of the Parking Deck, and includ[ing] the construction of approximately 300 residential units." (collectively, the **"Original Phase 1 Project"**); and

WHEREAS, due to certain financial market conditions, the Township and Prism Green desired to revise the Original Phase 1 Project so that the first phase would contain: (i) approximately 333 residential rental units; (ii) approximately 18,500 square feet of commercial retail space; (iii) approximately 31,700 square feet of other amenity support space; (iv) a parking structure containing approximately 635 spaces (the **"Parking Deck"**); and (v) such other parking areas as may be approved by the Planning Board in accordance with the provisions of the Redevelopment Plan to accommodate parking for residential and retail uses as hereinafter provided; together with certain public infrastructure and improvements relating thereto, including utilities, roadways, pathways, sidewalks, public rights of way and open space, and other amenities on the Edison Battery Parcels (collectively, hereinafter the **"Phase 1 Project"**); and

WHEREAS, in furtherance of the foregoing, on August 8, 2014, the Township and Prism Green entered into that certain Modification Agreement for the Phase 1 Project (hereinafter the "**Phase 1 Modification Agreement**"); and

WHEREAS, another developer (the "**Phase 1 Redeveloper**") has submitted an application to the Township in connection with its interest in the redevelopment of the Phase 1 Project; and

WHEREAS, on the date hereof, the Township and the Phase 1 Redeveloper entered into that certain Phase 1 Redevelopment Agreement governing the redevelopment of the Phase 1 Project; and

WHEREAS, for the purposes of facilitating the other Phases of the Project (exclusive of the Phase 1 Project as heretofore revised, the "**Revised Project**"), the Parties now wish to enter into this Modification Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1. **Redeveloper Designation.** The Parties agree that as of the date hereof, the designation of Prism Green as redeveloper of the Phase 1 Project is hereby rescinded. The Township hereby reconfirms its designation of Prism Green as the exclusive redeveloper for the Revised Project.

Section 2. **Redevelopment Agreement**. (a) As it relates exclusively to the Phase 1 Project, the Redevelopment Agreement and the Phase 1 Modification Agreement are hereby deemed null and void and no longer in effect and the Parties shall have no further duties, obligations, responsibilities or liabilities thereunder. With respect to the Revised Project, except as set forth at subsection (d), below, the Parties shall continue to have the right to exercise the rights and remedies set forth in the Redevelopment Agreement as of the date hereof.

(b) The Parties hereto expressly acknowledge and agree that Prism Green's obligation to provide no less than seventy-one (71) low and moderate income affordable residential units as required by the Redevelopment Agreement (less any units that may have been provided in accordance with the Redevelopment Agreement prior to the date hereof) is not in any way altered or diminished by this Modification Agreement and/or by the removal of Prism Green's previous designation as redeveloper of the Phase 1 Project or the undertaking of the Phase 1 Project by the Phase 1 Redeveloper.

(c) The Parties hereby expressly agree and covenant to negotiate in good faith a revised Redevelopment Agreement with respect to the Revised Project (the "Negotiations") for a period commencing on the date of execution of this Agreement and continuing for six months therefrom (the "Negotiation Period"). The objective of the Negotiations is to revise the

Redevelopment Agreement in such a way that the entire Redevelopment Project, and not just a distinct phase thereof, is mutually acceptable and economically feasible to both Parties, including, without limitation, terms relating to project phasing and development schedules, affordable housing obligations, infrastructure requirements, property acquisition, the issuance of redevelopment area bonds, and a payment-in-lieu-of-tax structure that recognizes both the importance of this form of financial assistance to the implementation of the Revised Project and the need for revenues to be generated in order for the Township to provide governmental services. The Parties acknowledge that the terms of the Revised Project are interrelated with the Phase 1 Project, and for purposes of such Negotiations shall be viewed in light of the overall economics of the entire Redevelopment Project, and not any single or distinct Phase thereof. The Parties further acknowledge that the Negotiations shall take into account changes to market conditions since the execution of the Redevelopment Agreement, including but not limited to those market conditions affecting rents, capitalization rates, and the cost of debt.

(d) The Township hereby expressly agrees and covenants that during the Negotiation Period it shall not declare an Event of Default under the Redevelopment Agreement for non-construction of the Revised Project, provided however, that the Parties hereto expressly agree and acknowledge that the Township retains the right to declare an Event of Default with respect to items other than non-construction, e.g., failure to maintain insurance, non-payment of taxes, non-permitted transfers, etc.

IN WITNESS WHEREOF, the parties hereto have caused this 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: _____

Witness: **PRISM GREEN ASSOCIATES IV, LLC**

_____ By: _____

Exhibit A

Redevelopment Agreement

203-15
August 11, 2015

RESOLUTION OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY AUTHORIZING AN AGREEMENT WITH DGP URBAN RENEWAL LLC FOR THE REDEVELOPMENT OF CERTAIN PROPERTY IN THE DOWNTOWN REDEVELOPMENT AREA COMMONLY KNOWN AS THE EDISON BATTERY FACTORY

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A.* 40A:12A-1 *et seq.*), the Township Council (the "**Township Council**") of the Township of West Orange (the "**Township**"), acting by resolution, determined that the Downtown Redevelopment Area was an "area in need of redevelopment" in accordance with *N.J.S.A.* 40A:12A-6(b); and

WHEREAS, on February 9, 2003 the Township Council approved an Ordinance adopting a redevelopment plan for the Downtown Redevelopment Area (as amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, the Township and Prism Green Associates IV, LLC ("**Prism**") entered into that certain Redevelopment Agreement dated as of December 20, 2006 (as amended and supplemented, the "**Original Redevelopment Agreement**"); and

WHEREAS, the Original Redevelopment Agreement authorized Prism to redevelop certain properties including but not limited to Block 66, Lots 1, 5 and 7 (collectively, the "**Edison Battery Parcels**") in accordance with the terms thereof; and

WHEREAS, the Township and Prism entered into that certain Modification Agreement dated August 8, 2014 with respect to the redevelopment of the Edison Battery Parcels (the " **Modification Agreement**") (as further defined therein, the "**Phase 1 Project**"); and

WHEREAS, Prism's affiliate GP 177 Main Urban Renewal, LLC, an urban renewal entity formed in accordance with the provisions of the Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 *et seq*. (the "**Exemption Law**") ("**GP 177**") became the fee title owner of the Edison Battery Parcels; and

WHEREAS, in connection with the Phase 1 Project, GP 177 applied for a long term tax exemption under the Exemption Law with respect to the Phase 1 Project and entered into that certain financial agreement by and between the Township of West Orange and GP 177 Main Urban Renewal, L.L.C. dated as of August 8, 2014 for the Phase 1 Project (the "**Financial Agreement**"); and

WHEREAS, on July 15, 2015, DGP Urban Renewal LLC **(**"**DGP**"), an urban renewal entity qualified to do business under the Exemption Law, proposed to the Township that the Township authorize DGP to take ownership of and develop the Phase 1 Project as the designated redeveloper thereof; and

WHEREAS, the Township and DGP desire to enter into a redevelopment agreement authorizing DGP to undertake the Phase 1 Project and to establish the rights and obligations of DGP with respect to the same ("**2015 Redevelopment Agreement**"); and

WHEREAS, concurrently with the adoption of this Resolution, the Township will have taken the following actions: (a) authorized the termination of that certain Modification Agreement dated August 8, 2014 granting Prism and GP 177 certain redevelopment rights with respect to the Phase 1 Project Site; and (b) authorized the execution of an amendment, assignment and assumption of the Financial Agreement with DGP with respect to the Phase 1 Project,

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

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. EXECUTION OF 2015 REDEVELOPMENT AGREEMENT

(a) The Mayor is hereby authorized to execute the 2015 Redevelopment Agreement, a form of which is attached hereto as Exhibit A (the **"Agreement"**), together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.

(b) The Township Clerk is hereby authorized and directed, upon execution of the Agreement in accordance with the terns of Section II(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

III. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. AVAILABILITY OF THE RESOLUTION

A copy of this resolution shall be available for public inspection at the offices of the Township.

V. EFFECTIVE DATE

This Resolution shall take effect upon final passage.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: August 11, 2015

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the West Orange Township Council, in the County of Essex, at its meeting held on _____, 2015.

Karen J. Carnevale, RMC, Municipal Clerk

Exhibit A

Form of 2015 Redevelopment Agreement

REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF WEST ORANGE

as Redevelopment Entity

and

DGP URBAN RENEWAL LLC,

as Redeveloper

Dated as of _____, 2015

This Redevelopment Agreement (the **"Agreement"**) entered into this _____ day of _____, 2015 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 **DGP URBAN RENEWAL LLC**, a limited liability company of the State of New Jersey, having offices at c/o DREF III Edison LLC, 623 Fifth Avenue, 30th Floor, New York, New York 10019 (together with its permitted successors or assigns as hereinafter provided, the **"Redeveloper"**).

W I T N E S S E T H

WHEREAS, in 2002, following a recommendation of the West Orange Planning Board (the **"Planning Board"**), the Mayor and Township Council (the **"Governing Body"**) adopted a Resolution designating as an "area in need of redevelopment" certain areas within the West Orange downtown area (the **"Downtown Redevelopment Area"** or **"Redevelopment Area"**) pursuant to *N.J.S.A.* 40A:12A-5 of the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the **"Redevelopment Law"**); and

WHEREAS, the Downtown Redevelopment Area includes all of the lots in Blocks 64, 66, 115, 116, 116.02, and some of the lots in Blocks 89, 114, and 117, all as identified on the Official Tax Maps of the Township, including among other sites the site of the historically significant Edison Storage Battery Building, and is generally bounded by the City of Orange to the southeast, Park Avenue to the southwest, Llewellyn Park to the northwest, and Kling Street to the northeast; and

WHEREAS, in accordance with the procedures and standards set forth in the Redevelopment Law, on February 9, 2003, the Township Council finally adopted an ordinance approving a redevelopment plan for the Downtown Redevelopment Area, as such plan was amended by ordinances adopted on August, 15, 2006, March 6, 2007 and March 8, 2011 (collectively, the **"Plan**" or the **"Redevelopment Plan");** and

WHEREAS, in furtherance of its objective to spark redevelopment efforts within the Downtown Redevelopment Area, the Township is willing to consider making certain statutorily authorized financial assistance and tax exemptions available to Redeveloper in connection with the redevelopment of that portion of the Redevelopment Area which is subject to this Agreement; and

WHEREAS, Redeveloper acknowledges that the Township retains full discretion under applicable law whether to grant the financial assistance or the tax exemptions; and

WHEREAS, among other things the Redevelopment Plan establishes permitted uses and development standards for redevelopment within the Downtown Redevelopment Area, and identifies, among others, the following parcels of land for possible acquisition:

> Block 64, Lots 3, 3.02, 21, 22, 23, 25, 27, 28, 29, 30, 31, 32, 33, 34, 34.01, 38, 40, 41, 42, 42.01, 44, 44.01, 45, 46, 47, 48, 49, 49.01, 50 and 51;

Block 66, Lots 1, 5, and 7;

Block 115, Lots 15, 16, 16.01, 17 and 51;

Block 116.02, Lots 1.01, 6, 8, 10, 12, 13, 14, 16, and 18

(collectively, the **"Acquisition Parcels"** and each one individually an **"Acquisition Parcel"**); and

WHEREAS, the Township and Prism Green Associates IV, LLC entered into that certain Redevelopment Agreement by and between the Township of West Orange, as Redevelopment Entity and Prism Green Associates IV, LLC, as Redeveloper (hereinafter "**Prism**") dated as of December 20, 2006, as amended and supplemented by letter agreement on May 8, 2007, June 21, 2007, September 11, 2007, and October 27, 2009 governing the redevelopment of the Downtown Redevelopment Area including the Acquisition Parcels (hereinafter the "**Original Redevelopment Agreement"**); and

WHEREAS, the Original Redevelopment Agreement defined the "Project or Redevelopment Project" as "the construction or rehabilitation of a total of 609 residential units comprising approximately 538 "for sale" market rate residential units and uses attendant and necessary thereto; up to 71 low and moderate income affordable and residential units pursuant to the applicable regulations of the NJ Council on Affordable Housing ("COAH") and the Township's growth share obligations thereunder; together with up to approximately 50,200 square feet of commercial space and other amenity support space; a parking structure containing not less than 590 spaces (the "Parking Deck") and such other parking areas as may be approved by the Planning Board in accordance with the provision of the Redevelopment Plan to accommodate parking for residential and retail uses as hereinafter provided; public infrastructure and improvements, including utilities, roadways, pathways, sidewalks, public rights of way and open space"; and

WHEREAS, the Original Redevelopment Agreement authorized Prism to redevelop those certain properties including but not limited to Block 66, Lots 1, 5 and 7 (collectively, the "**Edison Battery Parcels**") in accordance with the terms thereof; and

WHEREAS, the Edison Battery Parcels are improved with a structure commonly known as the Edison Storage Battery Building (hereinafter the "**Edison Battery Building**") which is in need of redevelopment and rehabilitation; and

WHEREAS, the Original Redevelopment Agreement defined "Phase 1" of the Project in relevant part as "the redevelopment of the Edison Battery Building, retail development and construction of the Parking Deck, and includ[ing] the construction of approximately 300 residential units." (collectively, the **"Original Phase 1 Project"**); and

WHEREAS, due to certain financial market conditions, the Township and Prism desired to revise the Original Phase 1 Project so that the first phase would contain: (i) approximately 333

residential rental units; (ii) approximately 18,500 square feet of commercial retail space; (iii) approximately 31,700 square feet of other amenity support space; (iv) a parking structure containing approximately 635 spaces (the **"Parking Deck"**); and (v) such other parking areas as may be approved by the Planning Board in accordance with the provisions of the Redevelopment Plan to accommodate parking for residential and retail uses as hereinafter provided; together with certain public infrastructure and improvements relating thereto, including utilities, roadways, pathways, sidewalks, public rights of way and open space, as identified in the Phase 1 Infrastructure Construction Agreement attached hereto, and other amenities on the Edison Battery Parcels (collectively, hereinafter the **"Phase 1 Project"**), and to modify the Original Redevelopment Agreement with respect to the Phase 1 Project; and

WHEREAS, in furtherance of the foregoing, the Township and Prism entered into that certain Modification Agreement by and between the Township of West Orange, as Redevelopment Entity and Prism Green Associates IV, LLC, as Redeveloper dated August 8, 2014 for the Phase 1 Project (hereinafter the "**Modification Agreement**"); and

WHEREAS, in accordance with the Modification Agreement, and as part of the Phase 1 Project, the Township and Prism entered into that certain infrastructure improvement agreement which, among other things, described within it those certain public infrastructure and improvements relating thereto, including utilities, roadways, pathways, sidewalks, and public rights of way (hereinafter the "**Phase 1 Infrastructure Improvements**") and set forth the terms, conditions, and specifications pertaining to Prism's obligation to construct or install, or cause to be constructed or installed the Phase 1 Infrastructure Improvements as a part of the Phase 1 Project; and

WHEREAS, in order to assist with the undertaking of the Phase 1 Infrastructure Improvements, environmental remediation and public parking improvements, Prism requested and the Township agreed to consider, subject to Satisfactory Resolution of the Pending Litigation (as defined below), the issuance of not to exceed $6,300,000 general obligation bonds on such terms and conditions as set forth in the Modification Agreement; and

WHEREAS, Prism's affiliate GP 177 Main Urban Renewal, LLC, an urban renewal entity formed in accordance with the provisions of the Long Term Tax Exemption Act, N.J.S.A. 40A:20-1 et seq. (the "**Tax Exemption Act**") (hereinafter "**GP 177**") became the fee title owner of the Edison Battery Parcels; and

WHEREAS, in connection with the Phase 1 Project, GP 177 applied for a long term tax exemption under the Tax Exemption Act with respect to the Phase 1 Project with the Township on March 18, 2008, as updated and supplemented on January 30, 2009 and January 18, 2012; and

WHEREAS, in order to enhance the economic viability of and opportunity for the success of the Phase 1 Project, the Township granted GP 177 a long term tax exemption for the Phase 1 Project as described in that certain financial agreement by and between the Township of West Orange and GP 177 Main Urban Renewal, L.L.C. dated as of August 8, 2014 for the Phase 1 Project (hereinafter the "**Phase 1 Financial Agreement**"); and

WHEREAS, the Township believes the Phase 1 Project to be in the vital and best interests of the Township, and that it promotes the health, safety, morals and welfare of the Township's residents; and

WHEREAS, on July 15, 2015, the Redeveloper proposed to the Township, among other things, that the Township authorize Redeveloper to take ownership of and develop the Phase 1 Project as the designated redeveloper thereof, and filed an application with the Mayor of the Township and the Township Council requesting the Township's consent to an assignment of the Phase 1 Financial Agreement to Redeveloper and an amendment of the Phase 1 Financial Agreement to clarify and confirm the Township's agreement to certain aspects of the tax exemption including, but not limited to the project construction schedule and the estimated total project cost for the Phase 1 Project as those terms are defined under the Tax Exemption Act; and confirm that there are no defaults under the Phase 1 Financial Agreement; and

WHEREAS, after reviewing the Redeveloper's proposal and related submissions, the Township determined that the Redeveloper possesses the proper qualifications, financial resources and capacity to implement and complete the Phase 1 Project in accordance with the Redevelopment Plan, and all other applicable laws, ordinances and regulations; and

WHEREAS, after reviewing the Redeveloper's proposal and related submissions the Township determined that it was in the Township's best interests to, among other things, authorize GP 177 to convey title to the Edison Battery Parcels to Redeveloper, as the designated redeveloper of the Phase 1 Project; terminate the Modification Agreement; enter into a separate redevelopment agreement with Redeveloper for the Phase 1 Project; amend the Initial Redevelopment Agreement to exclude the Phase 1 Project therefrom; and establish a new Construction Schedule for the Phase 1 Project; and

WHEREAS, in furtherance of the foregoing, and in accordance with the Local Redevelopment and Housing Law, on _____, 2015 the Township adopted Resolution #_____ and Resolution # _____ to, among other things, authorize GP 177 to convey title to the Edison Battery Parcels to Redeveloper; name Redeveloper as the designated redeveloper of the Phase 1 Project; terminate the Modification Agreement; enter into a separate redevelopment agreement with Redeveloper for the planning, construction and undertaking of the Phase 1 Project in accordance with the Downtown Plan; amend the Original Redevelopment Agreement to exclude the Phase 1 Project therefrom; provide for the assignment of the Infrastructure Construction Agreement to the Redeveloper; and establish a new Construction Schedule for the Phase 1 Project; and

WHEREAS, in furtherance of the foregoing, and in accordance with the Tax Exemption Act, on _____, 2015 the Township adopted Ordinance #_____ to, among other things, authorize GP 177 to convey title to the Edison Battery Parcels to Redeveloper; assign the Phase 1 Financial Agreement to Redeveloper; amend the Phase 1 Financial Agreement to clarify and confirm certain aspects of the tax exemption including, but not limited to the project construction schedule and the estimated total project cost for the Phase 1 Project as those terms are defined under the Tax Exemption Act; and confirm that there are no defaults under the Phase 1 Financial Agreement; and

WHEREAS, as of the date hereof, Redeveloper has become the owner of the Edison Battery Parcels commonly known as 177 Main Street, West Orange, and described on the West Orange Tax Collector's Map as Block 66, Lots 1, 5, and 7; and

WHEREAS, Redeveloper will construct and install the Phase 1 Infrastructure Improvements as a part of the Phase 1 Project; and

WHEREAS, in order to assist with the undertaking of the Phase 1 Infrastructure Improvements, environmental remediation and public parking improvements, Redeveloper requested and the Township agreed to consider, subject to Satisfactory Resolution of the Pending Litigation (as defined below), the issuance of not to exceed $6,300,000 general obligation bonds as part of the Phase 1 Project on such terms and conditions as set forth herein; and

WHEREAS, in order to enhance the economic viability of and opportunity for the success of the Phase 1 Project, the Township and Redeveloper entered into an Amendment, Assignment and Assumption of the Phase 1 Financial Agreement for the Phase 1 Project; and

WHEREAS, the Township and Prism have entered into an amendment to the Original Redevelopment Agreement to exclude the Phase 1 Project therefrom; and

WHEREAS, the Township and the Redeveloper desire to enter into this Agreement to confirm that the Redeveloper shall be developing the Phase 1 Project and to set forth their respective undertakings, rights and obligations in connection with the development of the Phase 1 Project in accordance with the Redevelopment Plan and the terms and conditions of the Agreement as hereinafter set forth.

WHEREAS, for the purposes of facilitating the Phase 1 Project, the Parties now wish to enter into this Modification Agreement,

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

1.1. Defined Terms. The Parties agree that the defined capitalized terms used in this Agreement shall have the meaning specified in the Recitals above (each of which is hereby incorporated into and made part of this Agreement) or as set forth in the list below, or as may be expressly ascribed to such capitalized terms elsewhere in this Agreement, such definitions to be applicable equally to the singular and plural forms of such terms unless otherwise specified:

"Applicable Laws" means 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 *Zoning*

Ordinance of the Township of West Orange, as and to the extent applicable pursuant to the terms of the Redevelopment Plan; 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, if any, including but not limited to the *Prevailing Wage Law*.

"Application" or "Government Application" means 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 Construction of the Phase 1 Project.

"Certificate of Completion" means written instrument signed by the Township in recordable form that the Redeveloper has completed construction of the Phase 1 Project and Improvements in accordance with the requirements of this Agreement; and that, in accordance with the provisions of *N.J.S.A.* 40A:12A-9 of the Redevelopment Law, the conditions determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment no longer exist with respect to the Edison Battery Parcels; and that the Edison Battery Parcels and Improvements thereon which are the subject of the Certificate of Completion shall no longer be subject to eminent domain as a result of those determinations.

"Certificate of Occupancy" shall be as defined in the Township's Municipal Code and in the applicable provisions of the Uniform Construction Code.

"Commence Construction", "Commencement of Construction", or "Commencement Date" shall mean the date on which the construction force and machinery is mobilized for construction of the Phase 1 Project in accordance with Governmental Approvals.

"Completion of Construction", "Complete Construction" or "Completion Date" means the date on which the Redeveloper receives a Certificate of Completion for the Phase 1 Project.

"Completion Notice" means a written notification of Completion of Construction and request by Redeveloper for the issuance by the Township of a Certificate of Completion.

"Construction Period" means the period beginning on the Commencement Date and ending on the Completion Date.

"Construction Schedule" means the agreed upon timetable and performance milestones for design, obtaining Governmental Approvals, Environmental Remediation, site preparation, and Completion of Construction of the Phase 1 Project attached hereto as Exhibit D, as may be modified or adjusted from time to time in accordance with the provisions of this Agreement.

"Declaration of Covenants and Restrictions" or **"Declaration of Restrictions"** means a written instrument intended to be executed by Redeveloper, as owner of the Edison Battery Parcels, to be recorded in the Office of the Essex County Register and to encumber the Edison

Battery Parcels 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 Phase 1 Project, a form of which is attached at Exhibit E hereto.

"Default" means 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.

"**DREF Member**" means either DREF III Edison LLC or DREF III Edison II LLC, collectively the "DREF Members".

"Effective Date" means the date of complete execution of this Agreement by Redeveloper and the Township (except as may be tolled as provided elsewhere in this Agreement).

"Environmental Laws" means all federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments 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, 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:lK-6, et seq*.); the *New Jersey Underground Storage of Hazardous Substances Act* (*N.J.S.A. 58:1OA-2l, 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 *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" means the escrow account established for the payment of Township costs and expenses as referenced in Section 4.6 hereof.

"Event of Default" means any of those events of default defined in Article X hereof.

"Force Majeure Event" means 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 any third-party litigation (other than the Pending Litigation) that: enjoins implementation of the Phase 1 Project or portion thereof; materially interferes with the ability of Redeveloper to obtain Market Rate Financing for the Phase 1 Project, as more particularly described in Section 10.3 hereof; seeks a declaration, decision, order or judgment that those certain resolutions or ordinances adopted by the Township establishing the Redevelopment Area, the Redevelopment Plan or any amendments thereto, naming this Redeveloper as designated redeveloper for the Phase 1 Project,

authorizing this Agreement, the Financial Agreement or the Amendment to the Financial Agreement, or any Phase 1 Project approval are arbitrary and capricious, invalid or unlawful for any reason; 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 Construction 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 Phase 1 Project; and strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials (*provided* that Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Phase 1 Project.) 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.

"Governmental Approvals" means all final and unappealable local, state or federal government approvals necessary for implementation and completion of the Phase 1 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.

"Greenfield Member" means GF Edison, LLC.

"**Improvements"** means the construction, installation, repair, rehabilitation or reconstruction of all buildings, structures or improvements existing upon, or constructed on or installed as part of the Phase 1 Project, including without limitation, the Phase 1 Infrastructure Improvements, and the provision of any performance bonds, or maintenance bonds, completion guarantees or any other performance assurances in connection therewith.

"LFB" means the Local Finance Board in the Department of Local Government Services of the State Department of Community Affairs.

"Market Rate Financing" means financing for the Commencement of the Phase 1 Project, 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" means 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" means a permitted mortgage or related security, in connection with financing necessary for Redeveloper to perform its obligations under this Agreement, including financing associated with the acquisition, development, construction, or marketing of the Phase 1 Project.

"Mortgagee" means the holder of a Mortgage.

"Notice" means a notice delivered in accordance with Section 14.9 hereof.

"Operating Agreement" means the Operating Agreement of DGP Edison LLC, a Delaware limited liability company, by and among the Prism Member, the Greenfield Member and the DREF Members, as supplied to the Township by Redeveloper.

"Party" means the Township or the Redeveloper, and their permitted successors and assigns. **"Parties"** means the Township and Redeveloper and their permitted successors and assigns.

"Pending Litigation" means *In re: Petition for Referendum to Repeal Ordinance 2354-12 of the Township of West Orange*, pending before the New Jersey Supreme Court as docket number 073069, on appeal from the decision of the Appellate Division in docket number A-006181-11T3, which reviewed the decision of the Law Division in docket number ESX-L-3587-12.

"Phase 1 Bonds" means the not to exceed $6,300,000 general obligation bonds or notes, with net proceeds of or about $6,000,000, which may be issued by the Township, subject to, among other things, to Satisfactory Resolution of the Pending Litigation, to finance certain costs of the Phase 1 Infrastructure Improvements, environmental remediation, public parking improvements, and the costs of issuance of the bonds, subject to the terms and conditions set forth at Section 13.2 hereof.

"Phase 1 Infrastructure Construction Agreement" means a construction agreement to be entered into by the Township and Redeveloper, a form of which is attached hereto as Exhibit B, with respect to the Redeveloper's obligation hereunder to construct, among other things, the Phase 1 Infrastructure Obligations and to convey ownership of all or a portion thereof to the Township or other applicable public body for public use in accordance with the terms and conditions thereof.

"Phase 1 Infrastructure Obligations" means the obligations defined in Section 4.1(c).

"**Phase 1 Infrastructure Improvements**" means those infrastructure improvements required to be constructed by Redeveloper in connection with the Phase 1 Project as more particularly set forth at Exhibit C of the Phase 1 Infrastructure Construction Agreement.

"Phase 1 Property" means, collectively, the real property known as Block 66, Lots 1, 5 and 7, as may be further subdivided, also referred to herein as the Edison Battery Parcels.

"PILOT" is defined in Section 13.1.

"Plans and Specifications" mean all plans, drawings, specifications and related documents needed to obtain Governmental Approvals and to implement and Complete Construction of the Phase 1 Project in accordance with this Agreement and all applicable Governmental Approvals.

"Prevailing Wage Law" means *N.J.S.A.* 34:11-56.26.

"Prism Member" means Prism Venture VI, LLC.

"**Redeveloper Protections"** means the provisions of Article V of this Agreement.

"Redevelopment Entity" means the Township of West Orange, New Jersey or its successors or assigns acting in the capacity of "redevelopment entity" for purposes of the *LRHL*.

"Remediation" or "**Remediate"** means 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.

"Satisfactory Resolution of the Pending Litigation" means either a) a final and unappealable decision of the New Jersey Supreme Court with respect to the Pending Litigation, finding that 1) Plaintiffs' action challenging Ordinance 2354-12 was time barred, or 2) if it was not time barred, that Ordinance 2354-12 is nonetheless valid as a matter of law, or b) a final and unappealable decision with respect to the Pending Litigation of a lower court on remand from the New Jersey Supreme Court, finding that 1) Plaintiffs' action challenging Ordinance 2354-12 was time barred, or 2) if it was not time barred, that Ordinance 2354-12 is nonetheless valid as a matter of law.

"Township Costs" means (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 Article XIII below; (iii) any costs or fees due to the Township from the Redeveloper pursuant to the Agreement, (iv) any other fee, cost or expense reasonably incurred by the Township in furtherance of the Phase 1 Project or in connection with this Agreement; and (v) 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 or the Township attorney.

"Transfer" means a direct or indirect change in ownership or control, or an assignment.

"Trust Agreement" means that certain trust agreement, to be dated as of the date of the issuance of the Phase 1 Bonds, by and between the Township and a corporate trust institution, as acknowledged by the Redeveloper, governing the delivery, deposit, application, investment, requisition, disbursement and withdrawal of proceeds of the Phase 1 Bonds.

"**Urban Renewal Entity**" means DGP Urban Renewal, LLC, created in conformance with the requirements of the Tax Exemption Act in order to be eligible for the benefits of financial assistance conferred thereunder.

1.2 Relationship of Redevelopment Agreement and Other Phases.

(a) This Agreement supersedes, supplants, and replaces the Original Redevelopment Agreement and the Modification Agreement in all respects with respect to the Phase 1 Project. It is hereby acknowledged by the Township that as of the Effective Date, the Original Redevelopment Agreement and Modification Agreement no longer apply to the Phase 1 Project and shall have no force and effect or applicability to the Phase 1 Project, except as expressly set forth herein.

(b) The Parties agree and acknowledge that as of the Effective Date, the terms of the remaining components of the Redevelopment Project are not interrelated with the Phase 1 Project for any purposes and that this Agreement and the Phase 1 Project are wholly independent from the remainder of the Redevelopment Project.

(c) The Township hereby expressly agrees and covenants that an Event of Default under the Original Redevelopment Agreement for non-construction of the portions of the Redevelopment Project other than the Phase 1 Project or for any other reason shall have no relation to any of the Redeveloper's obligations under this Agreement. The Parties hereto agree and acknowledge that in an Event of Default by the Redeveloper under this Agreement, shall have no relation to any of the Prism's obligations under the Original Redevelopment Agreement.

ARTICLE II
REDEVELOPER DESIGNATION; TERM OF AGREEMENT

2.1 Redeveloper Designation. The Township hereby reconfirms its designation and appointment of the Redeveloper as the exclusive redeveloper for the Phase 1 Project on the Edison Battery Parcels. As a result, and subject to the terms of this Agreement, the Redeveloper (or other permitted assignees as defined in Article VIII below) shall have the exclusive right to perform development and redevelopment activities in connection with the Phase 1 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, Environmental Remediation, site preparation, and construction of the Phase 1 Project and all Phase 1 Infrastructure Improvements, including, without limitation, engineering, permitting and administrative aspects, the performance of or contracting for and administration and supervision of all construction of Improvements (including but not limited to the Phase 1 Infrastructure Obligations) required in connection with the Phase 1 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 Phase 1 Project; marketing, sales and the administration, operation and management of the Phase 1 Project; and all aspects of the funding of the Phase 1 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 Phase 1 Project, unless earlier terminated in accordance with the provisions hereof.

ARTICLE III
ANNUAL SEWERAGE CHARGES DURING CONSTRUCTION

3.1 Adjustment and Abatement of Annual Sewer Charges During Construction. In furtherance of and to facilitate the redevelopment of the Edison Battery Building, the Township agrees that the annual sewer charge payable pursuant to Chapter XIX, Section 19-10 of the *Ordinances of the Township of West Orange* for such building shall be adjusted and abated, as follows:

(a) The Township acknowledges and agrees that all annual sewer charges payable pursuant to Chapter XIX, Section 19-10 of the Ordinances of the Township of West Orange applicable to such building have been paid in full through 2014 and that no further sewer charges of any kind including interest are due and owing to the Township through 2014.

(b) Effective as of January 1, 2015, and continuing until the issuance of the first Certificate of Occupancy for a residential unit within Edison Battery Building, the annual sewer charge to be paid by Redeveloper shall be **TEN (10%) PERCENT** of the annual sewer charge that otherwise would be due from the Edison Battery Building absent redevelopment thereof.

(c) Upon the issuance the first Certificate of Occupancy for a residential unit within the Edison Battery Building, annual sewer charges shall be charged to and paid by the owner of the Edison Battery Parcels, in lieu of the 10% sewer charge.

(d) Annual sewer charges for retail units or other residential or non-residential units within the Phase 1 Project shall recommence upon the issuance of a Certificate of Occupancy for such unit.

(e) Nothing herein is intended or shall be construed to vary or eliminate the requirements for sewer permit fees, bonds, or connection fees pursuant to any other Section of Chapter XIX of the Ordinances of the Township of West Orange.

ARTICLE IV
IMPLEMENTATION OF PHASE 1 PROJECT

4.1(a) Phase 1 Project Implementation. (i) Generally. 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 Edison Battery Parcels. The Redeveloper agrees to implement the Phase 1 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 and commercial developments. Redeveloper's unexcused failure to adhere to the Construction Schedule (as the same may be adjusted from time to time with the consent of the Township as hereinafter provided) shall constitute a Default.

Unless otherwise tolled or adjusted as provided for in this Agreement, Commencement of Construction of the Phase 1 Project will commence by September 30, 2015 and Completion of Construction of Phase 1 Project will take place by September 30, 2017.

(ii) Phase 1 Financial Agreement; Amendment, Assignment and Assumption Agreement. Redeveloper has represented to the Township that it will undertake the Phase 1 Project and has made application to the Township for an amendment, assignment and assumption of the Phase 1 Financial Agreement and the Township has adopted Ordinance # _____ dated _____, 2015, which, among other things, authorize an assignment the Phase 1 Financial Agreement to Redeveloper; an amendment of the Phase 1 Financial Agreement to clarify and confirm the Township's agreement to certain aspects of the tax exemption including, but not limited to the project construction schedule and the estimated total project cost for the Phase 1 Project as those terms are defined under the Tax Exemption Act; and confirming that there are no defaults under

the Phase 1 Financial Agreement. The assignment of the Phase 1 Financial Agreement is conditioned upon the execution of an Amendment, Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit H.

(iii) Phase 1 Infrastructure Construction Agreement. As part of the implementation of the Phase 1 Project, the Redeveloper will enter into the Phase 1 Infrastructure Construction Agreement described in Section 4.1(c) hereof in connection with the performance of the Phase 1 Infrastructure Obligations described therein.

(iv) Special Assessment Agreement. As a necessary but not sufficient condition to the issuance of the Phase 1 Bonds, Redeveloper shall enter into a special assessment agreement with the Township in substantially the form attached hereto as Exhibit I, as further described at Section 13.2 hereof.

(v) Execution of Agreements. As a necessary but not sufficient condition to the issuance of any Phase 1 Bonds, Redeveloper shall execute all of the agreements set forth at this Section 4.1(a).

4.1 (b) Standards for Construction for Phase 1 Residential Units. All Phase 1 Project residential units, regardless of the fact that they may be constructed as rental units under the terms of this Agreement, will nevertheless be constructed in a high quality manner with such building standards and unit finishes as are appropriate for a class-A, luxury residential rental project constructed in Northern New Jersey after January 1, 2000.

4.1(c) Phase 1 Infrastructure Construction Agreement and Infrastructure Obligations. Redeveloper shall enter into the Phase 1 Infrastructure Construction Agreement with the Township, which agreement is attached hereto as Exhibit B in substantially final form. Redeveloper, at Redeveloper's cost and expense, shall undertake or cause to be undertaken the Phase 1 Infrastructure Improvements within the timeframe and in accordance with the specifications (the **"Phase 1 Infrastructure Obligations**") as set forth in Exhibit C to the Phase 1 Infrastructure Construction Agreement. The Phase 1 Bonds, as further described in and subject to the conditions set forth in Article XIII hereof, will in part provide proceeds for a portion of the cost of construction of the Phase 1 Infrastructure Improvements, on terms and conditions as more particularly set forth in the Phase 1 Infrastructure Construction Agreement and Section 13.2 hereof.

4.2 Governmental Approvals. Redeveloper shall file and diligently pursue all required Governmental Approvals consistent with and as required for timely implementation of the Construction Schedule.

4.2(a) Applications for Site Plan Approval. Each Governmental Application submitted by or on behalf of the Redeveloper in connection with the Phase 1 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. The

Township and the Redeveloper each hereby acknowledge that a major final site plan approval for the Original Phase 1 Project was granted by the Township's Planning Board on September 5, 2007 and that amended major final site approval for the Phase 1 Project was granted by the Planning Board on September 5, 2012.

4.2(b) Scope of Governmental Approvals. 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 Phase 1 Project consistent with the Construction Schedule. All of the Governmental Applications shall be in conformity with the applicable provisions of the Redevelopment Plan, this 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.

4.2(c) 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 Construction 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 reasonably 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.

4.2(d) 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 shall 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.

4.2(e) Demolition. The Redeveloper hereby represents that all permits for the demolition necessary to undertake the Phase 1 Project have been issued and that the demolition has Commenced.

4.2(f) Application for Building Permits. Within not more than 180 days following the receipt of Governmental Approvals required for the construction of the Phase 1 Project, Redeveloper shall submit applications for building permits and use commercially reasonable efforts to diligently prosecute the applications to conclusion.

4.3 Commencement and Completion Schedule. Unless otherwise tolled or adjusted as provided for in this Agreement, the Redeveloper agrees to Commence Construction and diligently Complete Construction of the Phase 1 Project in accordance with the Construction Schedule attached hereto as Exhibit D, and failure to do so shall be a Default by Redeveloper.

Subject to the provisions of this Agreement, any material change in the scope of the Phase 1 Project (including changes in the Phase 1 Project budget if relevant to the calculation of the PILOT, as defined below), changes or updates to the Construction 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*, construction schedules and budgets that Redeveloper submits to actual or potential lenders or investors in connection with the financing of the Phase 1 Project, provided however, the Redeveloper shall not be required to provide such information, such as projected rents or operating expenses related to the Phase 1 Project, to the extent that the disclosure of such information would cause a competitive disadvantage to the Redeveloper or otherwise hinder the ability to lease any or all of the Phase 1 Project, in the Redeveloper's reasonable determination. Notwithstanding the provisions set forth in the preceding sentence, however, Redeveloper shall have the obligation to provide to the Township all financial information (including, without limitation, rent and operating expense information) that the Township may deem necessary, in its sole discretion, to undertake necessary due diligence, reviews and calculations, to evaluate Redeveloper's performance of its obligations, and to otherwise preserve or enforce its rights under the provisions of law, including the Tax Exemption Act and the Redevelopment Area Bond Financing Law, and shall submit to the Township any financial information which materially differs from the information set forth in the application for long term tax exemption submitted to the Township by GP 177 on March 18, 2008, as updated and supplemented on January 30, 2009 and January 18, 2012; and as updated and supplemented by Redeveloper on July 15, 2015. The Redeveloper understands that 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 or other tolling provisions set forth in this Agreement.

4.3(a) Work to be Performed by Redeveloper; Plans and Specifications. The Redeveloper at its sole cost and expense shall perform or cause to be performed all Remediation, site preparation, construction, operation, administration and management of the Phase 1 Project. 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 Phase 1 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 10.7 hereof. 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.

4.3(b) Progress Reports and Phase 1 Project Oversight by the Township. During the construction of the Phase 1 Project, the Redeveloper shall make periodic reports, in such detail and at such times as may reasonably be requested by the Township, as to the actual progress of Redeveloper with respect to such construction. If so requested by the Township,

Redeveloper agrees to attend periodic progress meetings during the period of implementation of the Phase 1 Project, as follows:

4.3(b)(i) Progress Meetings. Redeveloper shall attend and participate in periodic progress meetings as reasonably called by the Township, but in no event more than quarterly, to report on the status of the Phase 1 Project and to review the progress under the Construction Schedule.

4.3(b)(ii) Progress Reports. At each Progress Meeting, and at such other times as may be reasonably requested by the Township, the Redeveloper shall submit to the Township a detailed written progress report which shall include, among other things, a description of activities completed, milestones achieved, status of the Phase 1 Project with respect to the Construction 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 Construction Schedule and is notified of same in writing by the Township, or if Redeveloper conclusively determines between Progress Meetings that it will fail to meet a milestone or completion date on the Construction 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, Construction Schedule or Project budget, absent the Township's prior written consent.

4.4 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 Agreement with respect to the Phase 1 Project by Redeveloper, and upon receipt of a Notice of Completion from Redeveloper, the Township agrees to issue 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 Agreement and has completed construction of the Phase 1 Project in accordance with the requirements of this 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 Phase 1 Project in accordance with the provisions of this 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. 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 Agreement and the Redevelopment Plan with respect to the obligations of the Redeveloper to construct the Phase 1 Project, 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 as to the Edison Battery Parcels and the conditions and requirements of *N.J.S.A.*

40A:12A-9 shall be deemed to have been satisfied with respect to the Edison Battery Parcels. Unless otherwise required by the Phase 1 Financial Agreement, Governmental Approval or Applicable Law, upon the issuance of Certificate of Completion the provisions of this Agreement shall no longer encumber the Phase 1 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 of example only, any deed restrictions, the Declaration of Restrictions, tax abatement agreements, *etc*.) shall not be affected by delivery of the Certificate of Completion except as otherwise expressly provided therein.

4.5 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 Phase 1 Project (excepting only modifications which shall be set forth), (ii) states 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) confirms such other factual matters within the Township's knowledge or control pertinent to this Agreement, as the same relate to, or might affect, the Phase 1 Project.

4.6 Escrow Account to Cover Township Costs. The Redeveloper covenants and represents that it will make timely payment or reimbursement to the Township for all Township Costs. Redeveloper has established with the Township an escrow account (the "**Escrow Account**") having a cash balance as of _____, 2015 of $_____to cover Township Costs. From time to time during the implementation of the Phase 1 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. Attached to this Agreement as Exhibit F is a description of the agreed upon procedures to be utilized in establishing, funding and replenishing the Escrow Account and in making disbursements therefrom.

4.7 Affordable Housing Obligations. The provision of affordable housing for the Project as contemplated by the 2006 Redevelopment Agreement is the obligation of Prism thereunder. The Township hereby expressly agrees and acknowledges that Redeveloper shall have no obligation to include any affordable housing units within the Phase 1 Project or on the Phase 1 Property. However, Redeveloper will make payment of a non-residential development fee in accordance with N.J.S.A. 40:55D-8.1 et seq. (the "Non Residential Development Fee"), but only in the event and to the extent that such fee applies at the time of issuance of the Certificate of Occupancy for the non-residential portion of the Project.

ARTICLE V
REDEVELOPER PROTECTIONS

5.1 Impossibility of Performance; Changed Market Conditions. Redeveloper's failure or refusal to develop the Phase 1 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:

5.1(a) Physical Impossibility or Economic Infeasibility as a Result of Property-Specific Matters. Subject to the provisions of Section 5.1(c) below, Redeveloper's failure or refusal to develop Phase 1 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 Phase 1 Project as reflected on the Phase 1 Project *pro forma* supplied to the Township by Redeveloper, in either case such that redevelopment of the Phase 1 Project on the terms and conditions set forth herein becomes economically irrational or infeasible.

5.1(b) Changed Market Conditions. Subject to the provisions of Section 5.1(c) below, Redeveloper's failure or refusal to develop the Phase 1 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 Phase 1 Project, which changed market conditions render the development and marketing of the Phase 1 Project based upon the product type and financial assumptions currently proposed by Redeveloper economically infeasible or remote.

5.1(c) Applicable Procedures; Ramifications for Redevelopment Plan Amendments. In order to invoke the protections of Section 5.1(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.

5.1(c)(i) If Redeveloper's failure or refusal to develop the Phase 1 Project in accordance with the terms and conditions of this Agreement is excused by reason of physical impossibility of performance as provided in Section 5.1(a) above, then such failure or refusal shall not constitute a Default hereunder if Redeveloper relinquishes its designation as redeveloper for the Phase 1 Project, and all rights to develop the Phase 1 Project under the terms of this 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.

5.1(c)(ii) If Redeveloper's failure or refusal to develop is excused by reason of economic infeasibility or changed market conditions as provided in Section 5.1(b)

above, 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.

The Township agrees that Redeveloper's obligations hereunder with respect to the Commencement or Completion of Construction as to the Phase 1 Project shall be tolled during a period of up to twelve (12) months from the date of the Notice, and that the Parties shall renegotiate in good faith with the objective of redefining a mutually acceptable and economically feasible project. Redeveloper may request one extension of such period, which extension shall not exceed six (6) months.

During the tolling/renegotiation period, Redeveloper and the Township will attempt in good faith to renegotiate a revised redevelopment proposal that would overcome the economic barriers or adverse market conditions inhibiting the redevelopment effort. If at the end of such period the Parties do not agree, then either the Township or Redeveloper by Notice to the other may terminate Redeveloper's rights with respect to the Phase 1 Project and Redeveloper would have no further rights to develop the Phase 1 Project under the terms of this Agreement; provided however that no such termination shall operate to relieve Redeveloper of the consequences of any unrelated Event of Default or uncured Default under the terms of the Redevelopment Agreement as of the date of termination. Upon such termination, the Township shall have the right (but not the obligation): (i) to purchase the Edison Battery Parcels from Redeveloper for an amount equal to the purchase price paid for the Edison Battery Parcels, plus architectural, engineering, demolition and construction costs (in the case of architectural and engineering costs, however, the Township will reimburse Redeveloper for such costs only if the Township elects to utilize the work product), and any charges incurred by Redeveloper to investigate and remediate or otherwise respond to known or suspected environmental conditions, and including soft costs such as professional fees, and site audit costs, but specifically excluding fees paid to Redeveloper or to any affiliate of Redeveloper, and in all events less any unpaid amounts due and owing to the Township by Redeveloper pursuant to the terms of this Agreement at the time the right is exercised; and (ii) to seek proposals from other developers and to amend the Redevelopment Plan if necessary or desirable to do so (which amendments might include changes in use, density or other plan provisions affecting the redevelopment of the parcels); *provided, however,* that any such amendments or terms agreed to by the Township shall not be more favorable to the new developer than terms Redeveloper proposed during the tolling/renegotiation period but which the Township rejected; and *provided further,* that in the event more favorable terms or amendments are negotiated nothing herein shall prevent the Township from utilizing such terms or amendments to solicit bids for the redevelopment of the parcels, so long as Redeveloper is among those whose bid is solicited. Nothing herein shall prohibit the Redeveloper from conveying the Phase 1 Project to another developer subject to Section 8.1 of this Agreement.

5.1(c)(iii) Prior to invoking the protections and provisions of this Section 5.1, 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 5.1 shall not apply if Redeveloper's inability to proceed with the Project could have been overcome but for Redeveloper's own acts or omissions. By way of example only, Redeveloper may not claim economic infeasibility based upon unforeseen Remediation costs if Redeveloper has failed or refused to take advantage of a known economic opportunity to defray such Remediation costs, such as, *e.g.*, available grant funding.

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 perform Redeveloper's obligations hereunder.

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

(C) Redeveloper is duly organized and a validly existing legal entity under the laws of the State of Delaware, authorized to do business in the State of New Jersey and all necessary resolutions or authorizations have been duly adopted to authorize the execution and delivery of this Agreement and to authorize and direct the persons executing this 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 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 which (i) questions the validity of this Agreement, Redeveloper's execution hereof, or any action or act taken or to be taken by the Redeveloper pursuant to this 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 Agreement.

(G) Redeveloper's execution and delivery of this 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 or its affiliates to the Township and its agents, including, but not limited to, NW Financial and McManimon, Scotland and Baumann, LLC (collectively, the "Redeveloper Submissions") were as of the date of such submissions, complete, true and accurate in all material respects. To the extent that any information contained therein has materially changed, the Redeveloper has and will continue to inform the Township of such material changes. Redeveloper acknowledges that the facts and representations contained in the Redeveloper Submissions, as may have been supplemented, 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 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, NW Financial and McManimon, Scotland and Baumann, LLC, 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 Phase 1 Project.

(K) The party or parties signing the 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 Greenfield Member, the Prism member and the DREF Member are as set forth in the Operating Agreement of DGP Edison LLC, a true and complete copy of which has been supplied to the Township, with the incumbency certificate attached hereto as Exhibit G.

Redeveloper's representations and warranties are intended to and shall survive the execution and delivery of this Agreement.

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, and (with respect to the authorization and issuance of the Phase 1 Bonds and any obligation of the Township related thereto or materially impacted thereby, subject to the Satisfactory Resolution of the Pending Litigation) 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 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 (with respect to the authorization and issuance of the Phase 1 Bonds and any obligation of the Township related thereto or materially impacted thereby, subject to the Satisfactory Resolution of the Pending Litigation) 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) Except for the Pending Litigation, 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.

(D) To the best of the Township's knowledge, except for the Pending Litigation there is no pending litigation which affects the Downtown Redevelopment Area designation or the Redevelopment Plan.

(E) Other than the allegations in the Pending Litigation, the Township is not aware of any challenge to the validity of the Redevelopment Plan or this Agreement. Other than the allegations in the Pending Litigation, the Township knows of no statement, act or omission on the part of the Township or its employees or agents that as a matter of law would provide a basis for invalidating or nullifying the Redevelopment Plan or this Agreement.

(F) All Township Costs including but not limited to Litigation Costs, Township fees and other charges owed by GP 177 and/or Prism have been paid in full through the Effective Date. The cash balance in the Escrow Account as of the Effective Date shall be used only to pay for Township Costs incurred by the Township after the Effective Date.

(G) All representations and warranties of the Township set forth in the Redevelopment Agreement and this Agreement with respect to the authorization and issuance of the Phase 1 Bonds and any obligation of the Township related thereto or materially impacted thereby are expressly subject to the Satisfactory Resolution of the Pending Litigation defined herein.

The Township's representations and warranties are intended to and shall survive the execution delivery of this Agreement.

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 attached hereto as Exhibit E against the Edison Battery Parcels as of

the Commencement of Construction with respect thereto, with the covenants and restrictions to remain in effect for the period set forth in Section 7.2 below:

(A) in connection with its use or occupancy of the Phase 1 Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby any portion of the Phase 1 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 Phase 1 Project or cause the Phase 1 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 Phase 1 Project may be devoted are controlled by the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Agreement and that under no circumstances can the Redeveloper undertake any construction or development of the Phase 1 Project not in accordance with the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this 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 the Township and in general do all things which may be requisite or proper for the construction and development of the Project in accordance with this 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 Phase 1 Project including evidence satisfactory to the Township that its use of the Phase 1 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 Phase 1 Project within the time periods specified in the Construction Schedule.

(E) to use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Phase 1 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 Phase 1 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, not suspend or discontinue the performance of its obligations under this 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 Phase 1 Project.

(G) diligently undertake the construction and development of each individual component of the Phase 1 Project throughout the Construction Period and to use commercially reasonable efforts to complete each component of the Phase 1 Project on or before the applicable Completion Date.

(H) not encumber, hypothecate or otherwise use the Phase 1 Project, or any part thereof, as collateral for an unrelated transaction; nor sell, lease or otherwise transfer all or any portion of a Phase 1 Project without the Township's consent, except as otherwise specifically set forth in this Agreement.

(I) during construction of the Phase 1 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 Phase 1 Project to be developed, designed, financed and constructed at its sole cost and expense, except as otherwise set forth in this Agreement.

(K) immediately notify the Township 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 Phase 1 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) 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 Phase 1 Project 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 Article 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 Phase 1 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 (L) 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 Phase 1 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 parties in control of the Redeveloper or the degree thereof, is for practical purposes a Transfer or disposition of the Phase 1 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, except as provided herein including as provided in Section 8.2 hereof, prior to the completion of the Phase 1 Project 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 Transfer of (i) any equity interest in Redeveloper, 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 Phase 1 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 (A) 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 component of the Phase 1 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; (B) 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 (C) that the proposed joint venture partner and structure is acceptable to the Township, in its reasonable discretion. With respect to this provision, Redeveloper and the party or parties signing this 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, the following shall not constitute a prohibited Transfer for purposes of Section 8.1:

(A) the Transfer or Transfers of interests in the Prism Member so long as the Prism Member is controlled by Eugene Diaz or Ed Cohen; or

(B) the Transfer or Transfers of interests in the Greenfield Member so long as the Greenfield Member is controlled by Greenfield Acquisition Partners IV, LP; or

(C) the Transfer or Transfers of (direct or indirect) interests in the DREF Member so long as the DREF Member is controlled (directly or indirectly) by (x) Dune Real Estate Partners III LLC, a Delaware limited liability company ("DREP"), or (y) an affiliate of DREP; or

(D) the death or incapacity of a principal of a DREF Member, the Prism Member, or the Greenfield Member, including related transfers as a result thereof which comply with Section 8.2(A), (B) or (C), above; or

(E) (i) with seven (7) days' prior written notice to the Township, the Transfer or Transfers of management or other control rights in DGP Edison LLC among the DREF Member, the Greenfield Member and the Prism Member, so long as the Redeveloper is controlled (directly or indirectly) by (x) DREF Member or its affiliates, (y) Greenfield Member or its affiliates or (z) a combination of any of the foregoing parties; and (ii) with fourteen (14) days' prior written notice to the Township, without limiting subsections (A) through (C) above, the Transfer or Transfers of ownership interests in DGP Edison LLC among the DREF Member, the Greenfield Member and the Prism Member, so long as not more than ten percent (10%) of the direct or indirect beneficial ownership of Redeveloper is so Transferred; and (iii) without limiting subsections (A) through (C) above, with the consent of the Township, the Transfer or Transfers of more than ten percent (10%) of the direct or indirect beneficial ownership of Redeveloper among the DREF Member, the Greenfield Member and the Prism Member.

8.3 Prohibition of Transfer of Agreement. Redeveloper further agrees for itself, its successors and assigns, that prior to the Completion of the Phase 1 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 each hereinafter a "Permitted Transfer":

(i) 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 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 Phase 1 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 mortgagee 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 construction schedules and project budgets submitted to such Mortgagee; or

(ii) an equity interest or other interest granted by Redeveloper to a historic preservation tax credit investor in order to facilitate historic tax credit financing, *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 construction schedules and project budgets submitted to such investor; or

(iii) Transfers of easements or dedications of property as may be required as conditions of Governmental Approvals; or

(iv) Sale of individual units to the extent that all, or a portion of, the Phase 1 Project shall be converted to "for sale"; or

(v) a pledge of membership interests of the Redeveloper, DGP Edison LLC, or related security interest granted by Redeveloper, DGP Edison LLC, to a lender for the purpose of obtaining the financing necessary to enable Redeveloper to perform its obligations under this Agreement, including any liens and encumbrances granted by Redeveloper, DGP Edison LLC, to a lender for the purpose of financing costs associated with the acquisition, development, construction, or marketing of the Phase 1 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 lender 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 construction schedules and project budgets submitted to such lender; or

(vi) Any Transfers permitted pursuant to the provisions of Section 8.2 hereof.

The Township recognizes and acknowledges that financing of the Phase 1 Project is likely to include one or more of equity participations, "mezzanine" debt, and other financing arrangements in addition to a Mortgage and/or the historic preservation tax credits described above. The Township agrees to consider such financing arrangements in good faith and, unless such transfer is already permitted by Section 8.2 (in which case the Township's consent is not required) 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 acquisition of the Edison Battery Parcels and Redeveloper's undertakings pursuant to this Agreement are, and will be used, for the purpose of the Phase 1 Project and redevelopment of the Downtown 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 VIII, Redeveloper represents that the certificate attached to this Agreement as Exhibit G 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 (it being acknowledged and agreed that in no event shall Redeveloper be required to disclose any owners of any interests in a DREF Member, the Greenfield Member or the Prism Member).

(A) Subject to subparagraph (D), below, at least annually during the period between the Effective Date and Completion of the Phase 1 Project as evidenced by the issuance of a Certificate of Completion, and at such other times as reasonably requested by the Township, Redeveloper will update the incumbency certificate and keep Exhibit G current as to Redeveloper.

(B) Subject to subparagraph (D), below, Redeveloper will immediately notify the Township in writing of any and all changes whatsoever in the ownership of Redeveloper 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) Subject to subparagraph (D), below, 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 the names of all of managing members, or other owners of equity interests of Redeveloper, and the extent of their respective holdings.

(D) Notwithstanding the provisions of Section 8.6 (A), (B) and (C) or anything in this Agreement to the contrary, Redeveloper shall not be required to disclose the identities or interests of investors, including but not limited to limited partners, in the Greenfield Member, the Prism Member or a DREF Member pursuant to this Agreement.

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 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 Phase 1 Project, by mortgage, membership interest pledge, or involuntary act of the Redeveloper or others, upon obtaining knowledge or notice of same. Within ten (10) days of the Township's receipt of a written request from the Redeveloper or a

lender offering Redeveloper financing that is permitted under Article VIII, Section 8.4 (i) the Township will issue to such lender a written certificate acknowledging that it has received notice of such mortgage, lien or encumbrance.

9.2 Obligations of Mortgagee. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage or membership interests (including but not limited to any such holder who obtains title to one or more of the Edison Battery Parcels, the membership interests of the Redeveloper, DGP Edison LLC, 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 or membership interest pledge itself) shall in no way be obligated by the provisions of this Agreement to construct or complete the Phase 1 Project or to guarantee such construction or completion; *provided* that nothing in this Article or any other Article or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Edison Battery Parcels 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 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 in accordance with Section 14.9 hereof setting forth 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 Phase 1 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. (i) 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 Phase 1 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 Phase 1 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 Phase 1 Project. 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.

(ii) 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 Events of Default. 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:

10.1(a) Redeveloper Events of Default. (i) 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.

(ii) 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) business days after Notice from the Township, including but not limited to any failure or refusal to pay the Township Costs in accordance herewith or to refresh the Escrow Account or to reimburse the Township for properly reimbursable Township Costs not cured within fifteen (15) business days of Notice by the Township.

(iii) (A) 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; (B) a custodian shall have been legally appointed with or without consent of Redeveloper; (C) 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; (D) Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (E) Redeveloper shall take any action for the purpose of effecting any of the foregoing; (F) a petition in bankruptcy shall have been filed against Redeveloper, and shall not have been dismissed for a period of ninety (90) consecutive days; (G) an Order for Relief shall have been entered with respect to or for the benefit of Redeveloper, under the Bankruptcy Code; (H) 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 (I)

Redeveloper shall have suspended the transaction of its usual business.

(iv) Redeveloper (A) except as otherwise permitted hereunder fails to perform its obligations with respect to the implementation of the Phase 1 Project in accordance with this Agreement and the Construction 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 Construction Schedule; or (B) abandons the Phase 1 Project or suspends construction work for three (3) consecutive months without the prior knowledge and consent of the Township (unless such suspension arises out of a Force Majeure Event or other tolling provision as provided for in this Agreement), 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.

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

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

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

(viii) Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments, which failure or delinquency is not cured within thirty (30) days of Notice by the Township.

(x) 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.

10.1(b) <u>Township Events of Default</u>. (i) Failure of the Township to reimburse Redeveloper for Litigation Costs as provided in Section 13.5, and the continuance of such Default for a period of forty-five (45) days after the Township's receipt of written notice from Redeveloper specifying the Default and requesting that such Default be remedied;

(ii) 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.

(ii) 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.

10.2 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 Agreement and Redeveloper's designation as Redeveloper for the Phase 1 Project 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 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. The Township shall also be entitled to terminate the Redeveloper's designation as Redeveloper for any other Phases of the Redevelopment Project as defined and pursuant to the Redevelopment Agreement, so long as the Redeveloper has not entered into a Mortgage (as defined in the Redevelopment Agreement) with respect to such Phase or has otherwise Commenced Construction of such Phase in accordance with the terms of the Redevelopment 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.

10.3 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. In the event the Force Majeure Event is third party litigation, any and all time frames, deadlines, and periods set forth in this Agreement including the Construction Schedule attached hereto as Exhibit D and the Construction Schedule attached to the Amendment to the Phase 1 Financial Agreement as Schedule 1.1 shall be tolled indefinitely until the date of the Final Adjudication of such action. A "Final Adjudication" shall have occurred upon the passing of 10 days from the expiration date of any applicable appeal period of any final judgment entered by a court of competent jurisdiction with no further appeal have been filed with the court.

10.4 **No Waiver**. Except as otherwise expressly provided in this 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.

10.5 **Remedies Cumulative**. No remedy conferred by any of the provisions of this 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.

10.6 **Failure or Delay by Either Party**. Except as otherwise expressly provided in this 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.

10.7 **Replacement of Redeveloper.** Upon termination of this Agreement by the Township due to an Event of Default by the Redeveloper, the Township shall, pursuant to their responsibilities under Applicable Law, use reasonable efforts to designate a replacement developer for the Phase 1 Project. Such replacement redeveloper shall be designated as soon and in such a manner as the Township shall find feasible and consistent with the objectives of the Applicable Law and of the Redevelopment Plan. Consistent with Section 4.3(a), Redeveloper shall deliver to the Township originals of all Plans and Specifications and other Phase 1 Project documents to the extent in the possession and control of the Redeveloper or its consultants, contractors, engineers, architects or agents, and shall upon request execute assignments of all Phase 1 Project documents and other rights and agreements pertaining to the Phase 1 Project in favor of the Township. Any proceeds resulting from the designation of the replacement redeveloper shall be applied as follows:

(1) First, to all Township Costs;

(2) Second, to reimburse the Redeveloper, its successors or transferees up to the amount equal to the Redeveloper's actual costs (exclusive of profit and development or management fees paid to Redeveloper or its affiliates) associated

with the Phase 1 Project, for land acquisition, engineering, site improvement, development costs and other costs expressly required by this Agreement; and

(3) Any remaining balance after such reimbursements shall be remitted to the Township.

10.8 Termination Rights Related to Litigation. If third party litigation other than the Pending Litigation is commenced challenging the validity of (i) the designation of the Redevelopment Area, (ii) the Redevelopment Plan, or (iii) the execution of this Agreement by the Township, 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 10.3; *provided, however*, that (a) if such litigation (other than the Pending 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.

10.9 Event of Default Specific to Phase. The Parties hereby expressly acknowledge and agree that in accordance with this Agreement, the Phase 1 Project will be undertaken by Redeveloper. In an Event of Default by the Redeveloper with respect to the Phase 1 Project, the Township shall have the right to exercise its remedies as enumerated at Section 10.2 hereof. The Township agrees that in the event of a default by a another redeveloper on another phase of, or part of, the Project, such default shall not constitute an Event of Default under this Agreement even if the Prism Member, the Greenfield Member or DREF Member is a member of such other redeveloper.

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 Phase 1 Project;

(B) War risks, when and to the extent that such insurance is generally obtainable from the United States Government or an agency thereof, 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 Phase 1 Project or the amount that the United States Government or

an agency thereof limits the insured to obtaining;

(C) All claims for bodily injury and property damage, under a policy of comprehensive 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 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 Edison Battery Parcels are 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 Commencement 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) any loss will be payable to the Township, notwithstanding any act or negligence of the Redeveloper which might otherwise result in forfeiture of said insurance, (b) such policies may not be canceled except upon 30 days prior written notice to each named insured and loss payee, and (c) the coverage afforded thereby must not be affected by the performance of any work in or about the Edison Battery Parcels.

11.3 Township as Insured. Each policy of insurance required herein shall name the Township as an insured or 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 Edison Battery Parcels; 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 Phase 1 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:

(1) 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.

(2) 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.

(3) 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 Construction Schedule.

(4) 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 qualified residents of Township in the construction of the Phase 1 Project, consistent with market wages and the financial success of the Phase 1 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 Phase 1 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 Phase 1 Project covenants that it will comply with, and shall provide in its contracts with its contractors and subcontractors, the following:

(1) 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.

(2) 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;

(3) 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 Phase 1 Project, notwithstanding any other provision of this Agreement to the contrary.

12.4 Reporting and Enforcement.

(1) All contracts entered into by the Redeveloper for the construction of the Phase 1 Project shall contain appropriate language to effectuate this Article.

(2) 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.

(3) Redeveloper covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with this Article.

ARTICLE XIII
FINANCIAL AGREEMENT; PHASE 1 BONDS; BOND CONTINGENCY; LITIGATION COSTS

13.1 Phase 1 Financial Agreement. The Redeveloper has applied for, and the Township has approved, an assignment, assumption and amendment of the Phase 1 Financial Agreement. A copy of the Phase 1 Financial Agreement is attached hereto as Exhibit C and a copy of the Assignment, Assumption and Amendment is attached hereto as Exhibit H.

13.2 Phase 1 Bonds. (a) Subject to the Satisfactory Resolution of the Pending Litigation, the Township agrees to pursue in good faith, and in accordance with the procedures set forth in the Applicable Laws, the issuance of the Phase 1 Bonds as general obligation municipal bonds pursuant to the Local Bond Law, *N.J.S.A.* 40A:2-1 *et seq.*, in a total par amount of not to exceed $6,300,000, at such rate or rates of interest as are deemed reasonable by the Township, in its sole discretion. Such Phase 1 Bonds shall be issued to provide funds for costs of the Phase 1 Infrastructure Improvements, environmental remediation and public parking improvements pursuant to Section 4.1(c) hereof, as well as the costs of issuing the Phase 1 Bonds, and shall be utilized by the Redeveloper on behalf of the Township at the times and in the manner set forth in the Trust Agreement and the Phase 1 Infrastructure Construction Agreement, as applicable, along with the funding of the costs of issuing the Phase 1 Bonds.

(b) The Redeveloper hereby agrees and acknowledges that the conditions precedent to the issuance of the Phase 1 Bonds by the Township shall be as follows:

(i) Satisfactory Resolution of the Pending Litigation, or the Township has undertaken a separate authorization for the issuance of the Phase 1 Bonds ("Substitute Phase 1 Bonds"), which authorization shall not have been the subject of a legal challenge, or if challenged, such challenge shall have been resolved in a manner that, in the opinion of counsel to the Township, does not adversely affect the Township's ability to issue the Substitute Phase 1 Bonds;

(ii) forty-five days shall have elapsed from the execution of this Agreement and either no litigation with respect hereto shall have been filed, or the Redeveloper shall have waived its right pursuant to Section 10.8 hereof to terminate this Agreement as a result thereof;

(iii) Redeveloper shall have entered into a special assessment agreement with the Township, a form of which is attached hereto as Exhibit I, providing for a special assessment in an amount equal to 50% of the debt service on the Phase 1 Bonds, the term of which agreement shall be coterminous with the term of the Phase 1 Bonds, including any notes issued in anticipation thereof, provided however, that if there shall be insufficient qualified costs to support a special assessment in an amount equal to 50% of the debt service of the Phase 1 Bonds, then the Redeveloper hereby agrees to make payments to the Township of an amount equal to the difference between the amount of the special assessment and 50% of the debt service on the Phase 1 Bonds;

(iv) the Redeveloper shall have provided a letter of credit, other liquid security or a guaranty from a credit worthy entity, reasonably acceptable to the Township, naming the Township as the beneficiary thereunder, that secures the repayment of that portion of the debt service on the Phase 1 Bonds not offset by the special assessment, for the period commencing as of the date of issuance of the Phase 1 Bonds and continuing through the later of (x) the date that the Phase 1 Project shall have received a Certificate of Occupancy; or (y) the completion of the work financed with the Phase 1 Bonds, provided that, in the event that the portion of the debt service on the Phase 1 Bonds not offset by the special assessment shall be in excess of fifty percent, such security shall continue in force and effect during the life of the Phase 1 Bonds in such an amount that when combined with the portion of debt service offset by the special

assessment shall equal fifty percent of the debt service on the Phase 1 Bonds, notwithstanding that the events set forth at (x) and (y) above may have occurred;

(v) the Redeveloper, for the purpose of financing the construction of the Phase 1 Project, shall have entered into a binding loan agreement with an institutional lender, or some other agreement, which other agreement shall be acceptable to the Township in its sole discretion; and

(vi) the Redeveloper shall have provided evidence or assurances reasonably acceptable to the Township that Redeveloper equity will be expended prior to the use of proceeds of the Phase 1 Bonds.

13.3 Bond Contingency. Subject to the Satisfactory Resolution of the Pending Litigation, the Township agrees to pursue the issuance of the Phase 1 Bonds in good faith, provided however, the Redeveloper acknowledges that market conditions may adversely impact the Township's ability to issue the Phase 1 Bonds within the parameters set forth in Section 13.2 above. If the Township shall be unable to issue the Phase 1 Bonds whether due to the Pending Litigation or market conditions, it will use its best efforts to pursue any other funding alternative in a gross amount not to exceed $3,150,000 (the "**Funding Alternative**"), provided however, that: (i) the Township shall not be obligated to pursue the Funding Alternative until resolution of the Pending Litigation shall be final and non-appealable (including proceedings resulting from a remand of the Pending Litigation by the New Jersey Supreme Court); and (ii) the payments to be made by the Township pursuant to the Funding Alternative shall be on terms no less favorable to the Township that those set forth in Exhibit J hereto.

Notwithstanding anything contained herein to the contrary, but subject to the Satisfactory Resolution of the Pending Litigation, in the event that the Redeveloper, or any third party, including without limitation, an underwriter or other bond purchaser, shall agree to purchase the Phase 1 Bonds on terms and parameters that are customary and reasonable in the reasonable judgment of the Township, together with its financial advisor, with respect to the municipal bond market as of such date, the Township shall issue the Phase 1 Bonds and take such other actions and issue such other instruments, certificates, documents, agreements and opinions as may be necessary, reasonable or customary in connection thereto. Subject to the Pending Litigation, failure of the Township to issue the Phase 1 Bonds in accordance with the terms hereof shall constitute an Event of Default hereunder.

13.4 Importance of Tax Exemption and Phase 1 Bonds. The Parties hereto each hereby expressly acknowledge, represent, understand and agree that the Redeveloper would not undertake the Phase 1 Project but for the tax exemption that is the subject of the Phase 1 Financial Agreement attached hereto as Exhibit C, the Assignment, Assumption and Amendment thereof attached hereto as Exhibit H, and Township's commitment, as specified in Sections 13.2 and 13.3 above, to undertake the issuance of the Phase 1 Bonds or the Funding Alternative as set forth therein.

13.5 Litigation Costs. (a) All litigation costs incurred by the Township arising out of or in connection with third party litigation challenging this Agreement or the Phase 1 Bonds, the

PILOT or the Phase 1 Financial Agreement and the Assignment, Assumption and Amendment thereof 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) execution of this Agreement or the designation hereunder of Redeveloper by the Township; (ii) designation of the Redevelopment Area as an area in need of redevelopment; or (iii) 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. If such litigation is finally and conclusively adversely resolved, the Township shall reimburse Redeveloper for Redeveloper's share of the Litigation Costs. The reimbursement obligations of the Parties pursuant to this Section 13.5 shall survive termination of this Agreement.

13.6 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 13.5 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 any termination of this Agreement.

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 Phase 1 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 Agreement or the Phase 1 Project, nor participate in any decision relating to the Agreement or the Phase 1 Project which is prohibited by law.

14.3 No Improper 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 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 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 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 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 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 Agreement.

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

(c) 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 Agreement by any Party to the other (**"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 Parisi and John Sayers, Business Administrator

With a copy to:

Glenn F. Scotland, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

As to the Redeveloper:

Prism Green Associates IV, LLC
c/o Prism Capital Partners, LLC
200 Broadacres Drive, Suite 180
Bloomfield, NJ 07003
ATTN: Eugene Diaz

DREF III Edison LLC
623 Fifth Avenue, 30th Floor
New York, New York 10019

With a copy to:

Matthew C. Karrenberg, Esq.

DeCotiis, FitzPatrick & Cole, LLP
500 Frank W. Burr Boulevard, Suite 31
Teaneck, New Jersey 07666

and

Barry Marcus
Senior Vice-President
Greenfield Partners
50 North Water Street
South Norwalk, CT 06854

and

James C. McCann, Esq.
Connell Foley LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, NJ 07311

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 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 Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

14.12 Successors Bound. This 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 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 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 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 Agreement are hereby made a part of this Agreement by this reference thereto.

14.16 Entire Agreement. This Agreement constitutes the entire 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 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.

IN WITNESS WHEREOF, the parties hereto have caused this 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: _____

Witness: **DGP URBAN RENEWAL LLC**

_____ By: _____

Exhibit A

Reserved

Exhibit B

Phase 1 Infrastructure Construction Agreement

Exhibit C

Phase 1 Financial Agreement

Exhibit D

Construction Schedule

Certain demolition, remediation and site work originally commenced in 2009. Construction of the Phase 1 Project is scheduled to commence no later than September 30, 2015 with an anticipated substantial completion date of on or about September 30, 2017.

Exhibit E

Declaration of Covenants and Restrictions

Exhibit F

Escrow Procedures

Exhibit G

Incumbency Certificate

Exhibit H

Amendment, Assignment and Assumption of Financial Agreement

Exhibit I

Special Assessment Agreement

Exhibit J

Funding Alternative Parameters

The Funding Alternative shall be on terms no less favorable to the Township than the following:

- Level debt service;
- Debt service in each year not to exceed $175,000;
- For a term not to exceed thirty (30) years.

205-15

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") desires to build and install a sign at the corner of Pleasant Valley Way and Eagle Rock Avenue on a property owned by Hamin Realty, LLC (the "Owner") currently occupied by a Lukoil Gas Station (the "Tenant"); and

WHEREAS, the Owner and Tenant have agreed to the terms and conditions of a License and Access Agreement (the "Agreement"), annexed hereto as Exhibit **"A;"** and

WHEREAS, the Agreement grants to the Township a revocable license to enter, install and maintain the sign at the corner of Pleasant Valley Way and Eagle Rock Avenue; and

WHEREAS, pursuant to the terms of the Agreement, the Township has agreed to perform all necessary maintenance to the sign.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Council of the Township of West Orange authorized and approves execution of the Agreement; and

BE IT FURTHER RESOLVED Mayor shall be and hereby is authorized to execute the Agreement annexed hereto as Attachment **"B"**, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and

BE IT FURTHER RESOLVED, that the original fully executed copy of the Agreement shall be maintained by the Municipal Clerk.

Karen J. Carnevale **Municipal Clerk**	**Jerry Guarino** **Council President**

Adopted: August 11, 2015

4822-9752-6822, v. 1

Exhibit “**A**”

LICENSE AND ACCESS AGREEMENT

This Agreement, made this 24 day of July, 2015 by and between:

HAMIN REALTY, LLC, at 301 South Livingston Avenue, in Livingston, New Jersey, hereinafter referred to as the Licensor; and

LUKOIL NORTH AMERICA, at 302 Harper Drive, Suite 303 in Moorestown, New Jersey, hereinafter referred to as the Tenant; and

THE TOWNSHIP OF WEST ORANGE, a Municipality in the County of Essex and State of New Jersey, whose address is 66 Main Street, West Orange, New Jersey, hereinafter referred to as the Licensee.

WITNESSETH:

WHEREAS, the Licensor is the owner in fee of certain lands situate, lying and being in the Township of West Orange, Essex County, New Jersey described as Lot 21 in Block 154.06 as shown on the Tax Maps of the Township of West Orange commonly known as 654 Eagle Rock Avenue, West Orange, New Jersey, hereinafter referred to as the "Property;" and

WHEREAS, the Lessee is the current lessee and tenant of the Property pursuant to a lease agreement with the Licensor; and

WHEREAS, the Licensee desires a license authorizing access onto the Property for the purpose of installing and maintaining a sign in a section at the northwest corner of the Property consistent with the drawing annexed hereto as Schedule **"A;"** and

WHEREAS, photographs showing the proposed design of the sign as would appear on the Property is annexed hereto as Schedule **"B;"** and

WHEREAS, it is the purpose of this Agreement to set forth the matters agreed upon regarding the license to allow the Licensee to install and maintain the proposed sign and in connection with the maintenance of the adjacent section at the northwest corner of the Property depicted in Schedule **"A."**

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00) and of the foregoing and of the mutual covenants hereinafter set forth, it is hereby agreed before these parties hereto as follows.

1. The Licensor grants the Licensee a revocable license though the northwest corner of the Property. A map depicting the section of the Property which shall be licensed to Licensee, hereinafter deemed the "Licensed Section," prepared by the West Orange Engineering Division utilizing a base map prepared by Control Point Associates, Inc., of Watchung, New Jersey is annexed hereto as Schedule **"C,"** along with a description of the bounds and meters of the Licensed Section annexed hereto as Schedule **"D."** Lessee acknowledges and consents to the grant of this revocable license to the Licensee.

1.1 The Licensor grants the Licensee access and permission to enter upon the Property to: (1) remove the existing wall located in the northwest corner of the Property depicted in Schedule **"A,"** (2) remove the existing tree located in the northwest corner of the Property depicted in Schedule **"A,"** (3) remove the existing concrete base and bolts identified in Schedule **"A,"** (4) install new plantings as identified in Schedule **"A,"** and (5) install the proposed sign in the location depicted in Schedule **"A."** The work described in this paragraph shall be hereinafter referred to as the Work.

1.2 The Licensee shall be obligated to maintain the condition of the proposed sign and the landscaping conditions adjacent to the sign in the section of the Property depicted in Schedule **"A,"** within the Licensed Section depicted in Schedule **"C."** The Licensee shall maintain the grass adjacent to the proposed sign at a length and condition similar to the length and condition of the grass as depicted in Schedule **"B."** The Licensee shall maintain any and all plantings installed by the Licensee in the northwest corner of the Property depicted in Schedule **"A,"** within the Licensed Section depicted in Schedule **"C."** The maintenance described in this paragraph shall be hereinafter referred to as the Maintenance.

1.3 The Licensors grant the Licensee a license and access through the northwest section of the Property depicted in Schedule "A" and Schedule "B" to perform the Work, as defined in this License and Access Agreement. Lessee acknowledges and consents to the grant of this license and access to the Licensee.

1.4 The Licensor grants the Licensee a revocable license through the northwest section of the Property depicted in Schedule "A" and Schedule "B" to perform the Maintenance, as defined in this License and Access Agreement. Lessee acknowledges and consents to the grant of this license and access to the Licensee.

2. All Work, as defined in this License and Access Agreement, shall be performed at the sole cost of the Licensee and at no cost to the Licensor or the Lessee. The Licensee further agrees not to assess the Licensor or the Lessee for any of the costs of the work associated with this License and Access Agreement.

2.1 The Licensee shall not traverse any portion of the lands owned by the Licensor other than those describe and defined as the Licensed Section.

2.2 All Work, as defined in this License and Access Agreement, will be completed within thirty (30) calendar days of commencement except when delayed by weather. No work will be performed on Saturday, Sundays or holidays without the approval of the Licensor.

3. Licensor shall reserve the right to terminate this License and Access Agreement and revoke the license and access to the Property upon thirty (30) days written notice to the Licensee. Licensee shall reserve the right to

terminate this License and Access Agreement and surrender the license and access to the Property upon sixty (60) days written notice to Licensor.

3.1 In the event that Licensor exercises its right to revoke the license and access to the Property, upon termination of this License and Access Agreement Licensee shall cease to have any rights to access the Property pursuant to this License and Access Agreement and shall have no other obligations to maintain the Licensed Section. The Licensor shall thus regain the right to remove the installed sign or any additional Work performed by the Licensee.

3.2 In the event that Licensee exercises its right to surrender the license and access to the Property, following the issuance of notice to the Licensor, Licensee shall remove at its own sole cost the sign and any and all Work performed by the Licensee within sixty (60) days, prior to the termination of the License and Access Agreement.

4. The Licensee shall bind its contractor or contractors to be liable and save harmless the Licensor from any claims for damages suffered by the Licensor on account of the work performed on Licensor's property. All contractors shall indemnify the Licensor and provide a Certificate of Insurance which names the Licensor as an additional insured. The Licensee agrees to indemnify the Licensor against any third party claims arising from the performance of Work, as defined in this License and Access Agreement.

5. The Licensors acknowledge receipt of the consideration and the Licensors have given, granted, conveyed onto the Licensee its successors and assigns for installation and maintenance of the proposed sign a license and access in, on and through the lands of the Licensor more particularly described in Schedule **"C"** together with the right to perform the Work, as defined in this License and Access Agreement, and the Maintenance, as defined in this License and Access Agreement.

6. Licensors and Lessee hereby release Licensee, and any successors, assigns, representatives, agents and employees of Licensee, from any and all claims, causes of action, rights, damages, costs and expenses of any nature whatsoever that arose or accrued prior to the date this of this License and Access Agreement.

7. All written notices pursuant to this License and Access Agreement shall be made via Certified Mail as follows:

To Licensee: Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: Business Administrator

To Licensor: _____
_____
_____

IN WITNESS WHEREOF, the said Licensor and Lessee have hereunto set their hands and seals, and the said Licensee has caused its corporate seal to be hereto affixed and attested by Karen J. Carnevale, Municipal Clerk, and these premises to be signed by Robert D. Parisi, its Mayor the year and date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

HAMIN REALTY LLC

ATTEST:

LUKOIL NORTH AMERICA

ATTEST:

_____ _____

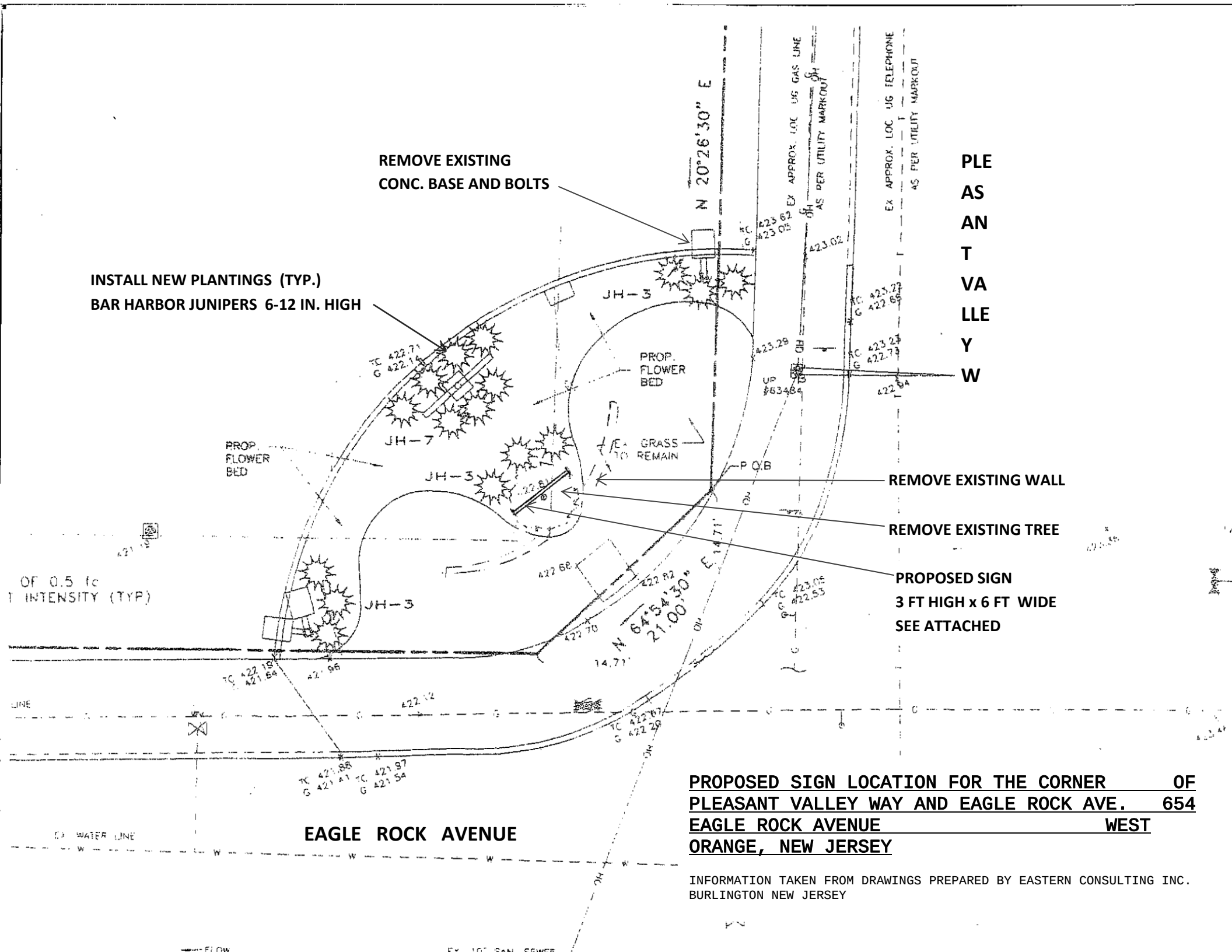
TOWNSHIP OF WEST ORANGE

ATTEST:

_____ _____

Karen J. Carnevale, Municipal Clerk Robert D. Parisi, Mayor

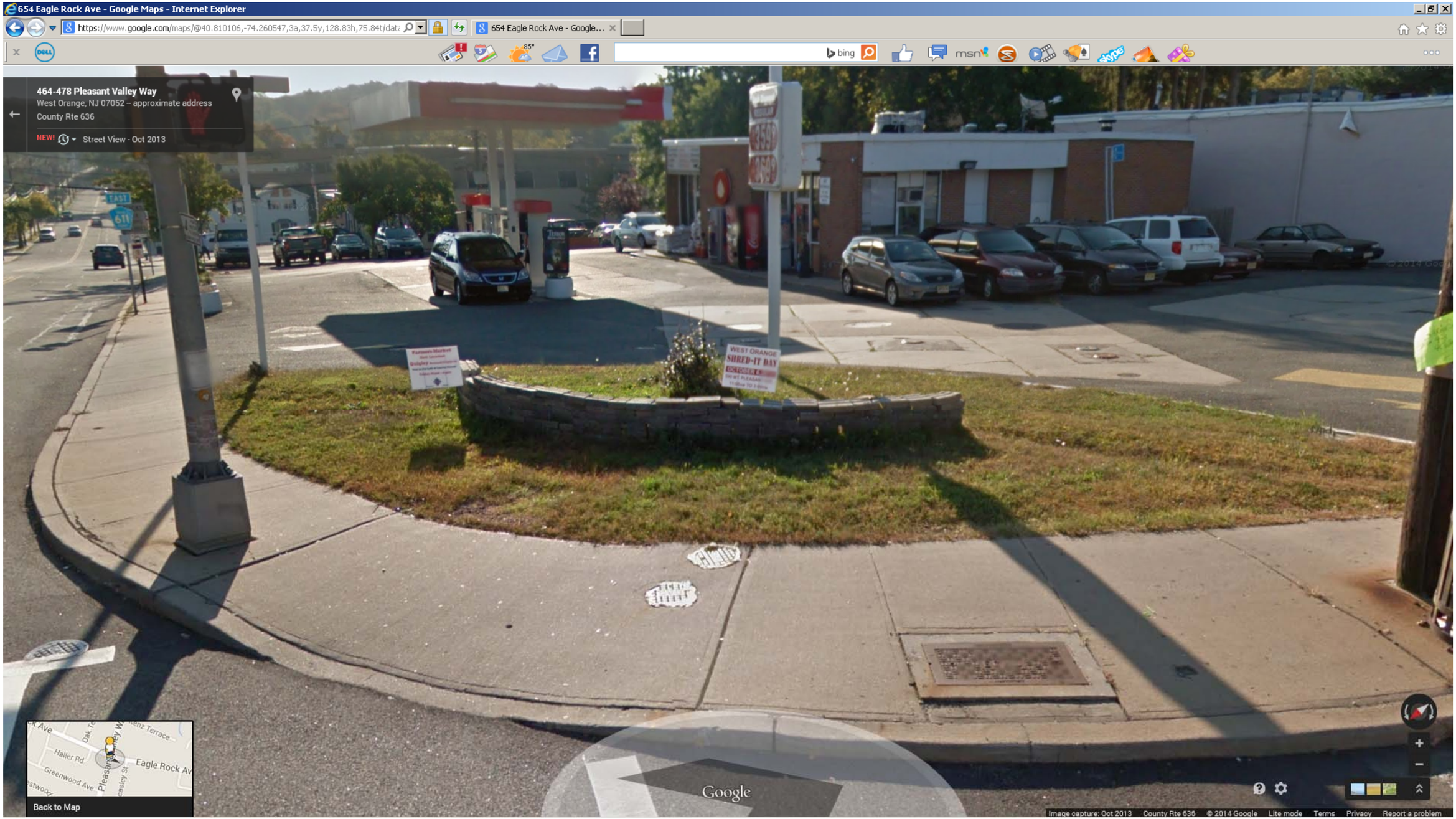
Schedule "A"



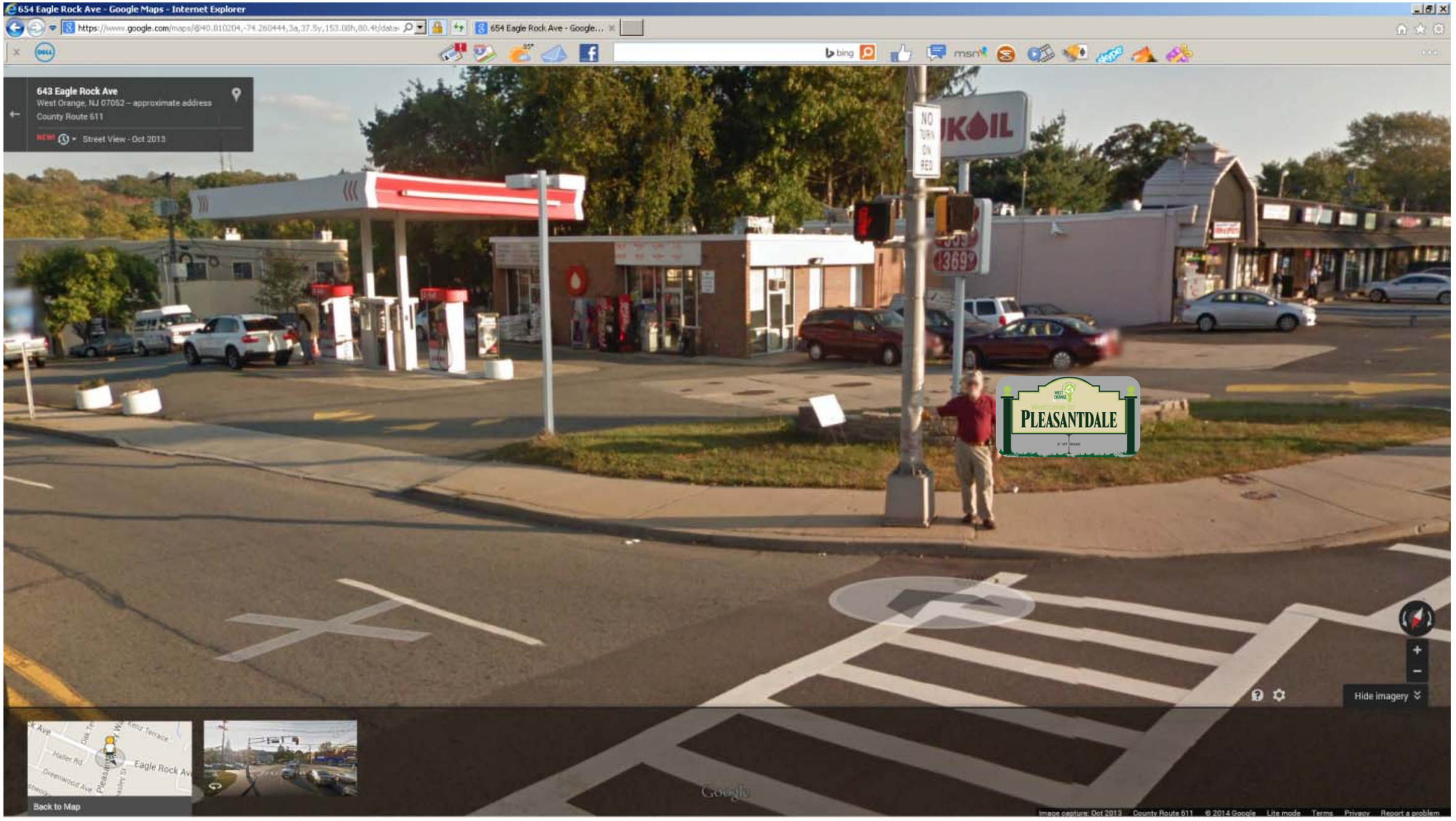
PROPOSED SIGN LOCATION FOR THE CORNER OF PLEASANT VALLEY WAY AND EAGLE ROCK AVE. 654 EAGLE ROCK AVENUE WEST ORANGE, NEW JERSEY

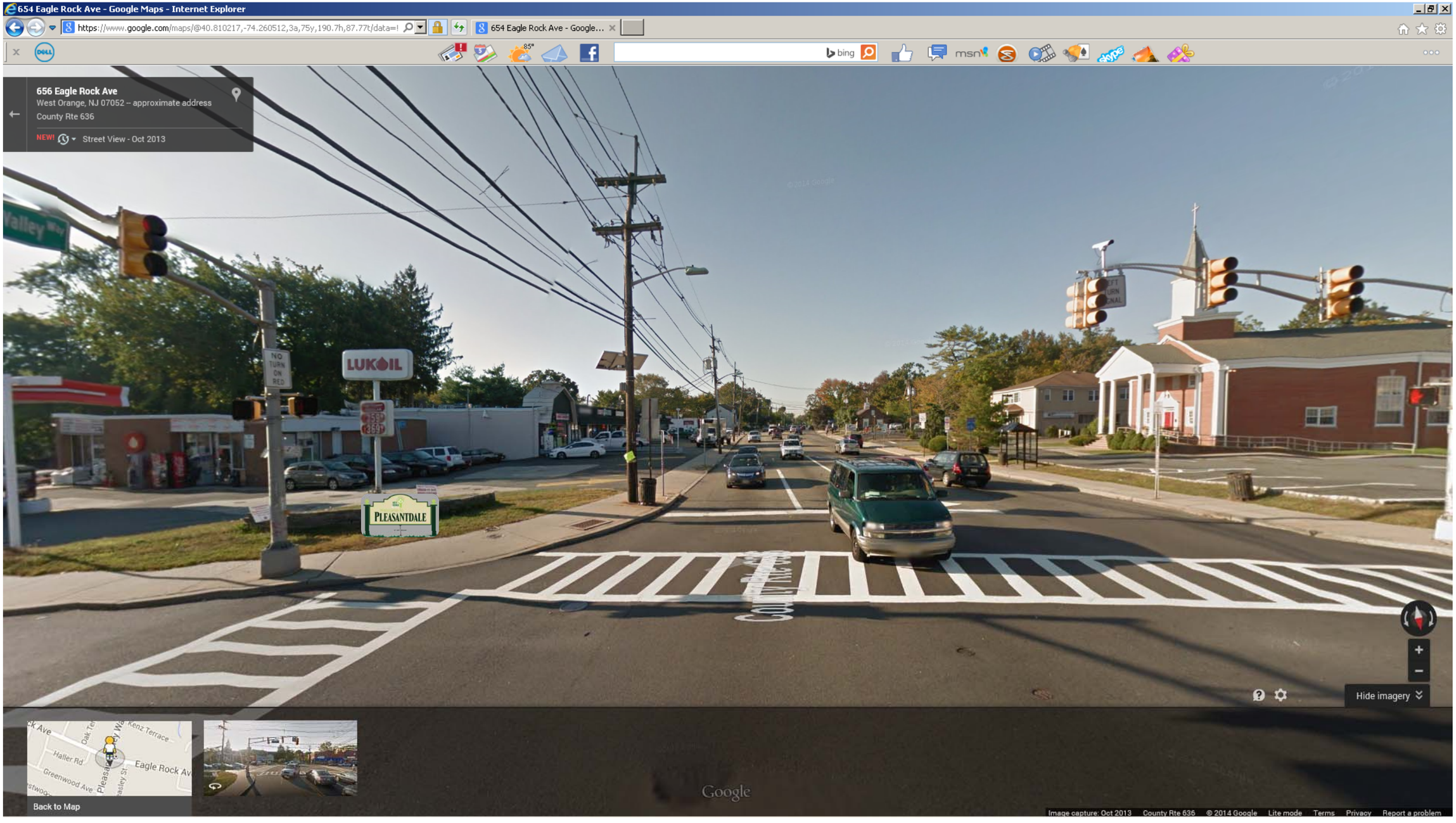
INFORMATION TAKEN FROM DRAWINGS PREPARED BY EASTERN CONSULTING INC. BURLINGTON NEW JERSEY

Schedule "B"


654 Eagle Rock Ave - Google Maps - Internet Explorer
https://www.google.com/maps/@40.810106,-74.260547,3a,37.5y,128.83h,75.84t/data
654 Eagle Rock Ave - Google...
464-478 Pleasant Valley Way
West Orange, NJ 07052 – approximate address
County Rte 636
NEW! Street View - Oct 2013
EAST
611
WEST ORANGE
SHRED-IT DAY
Eagle Rock Ave
Haller Rd
Greenwood Ave
Pleasant Valley Way
Back to Map
Google
Image capture: Oct 2013
County Rte 636
© 2014 Google
Lite mode
Terms
Privacy
Report a problem

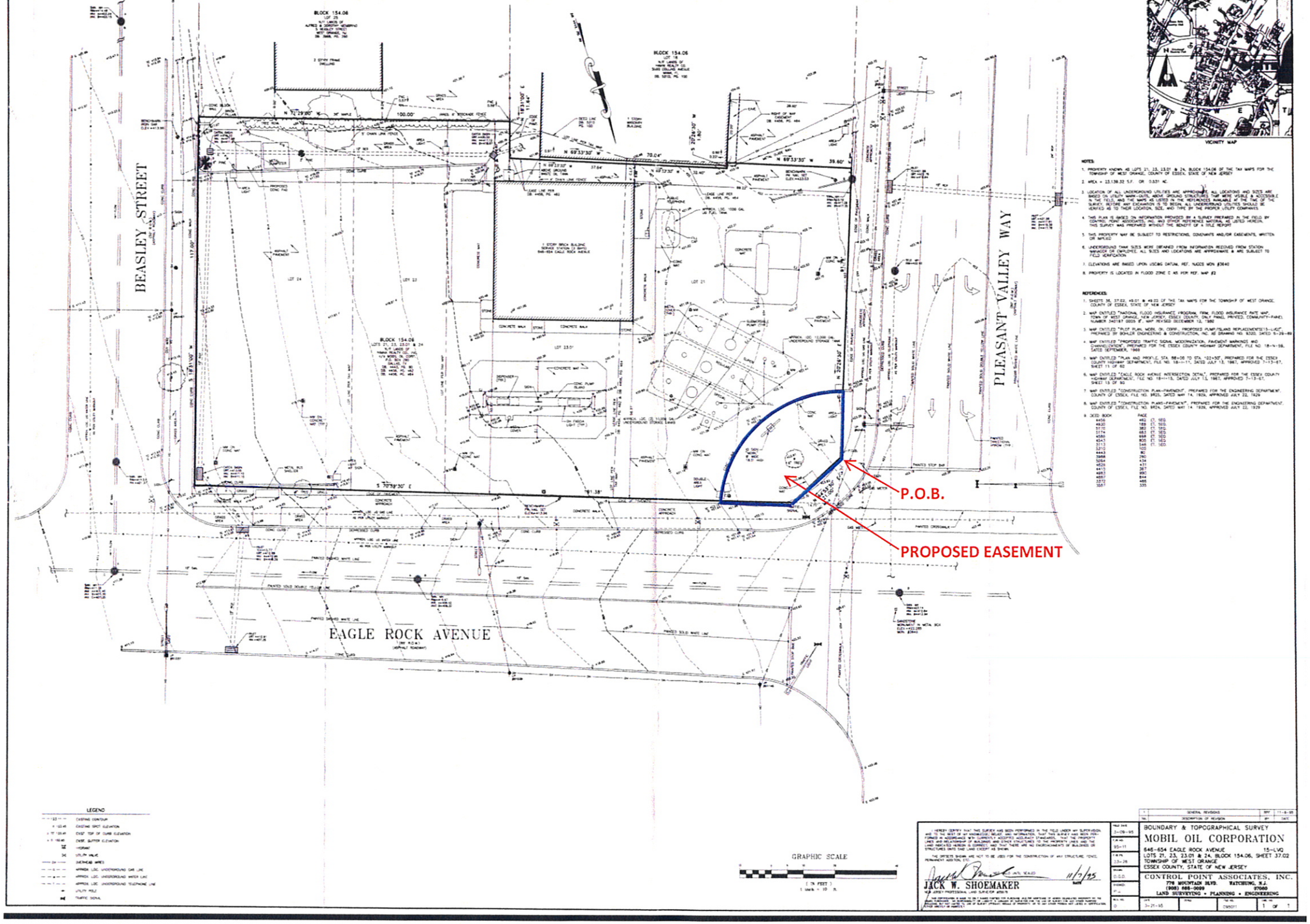
WEST ORANGE
Welcome to
PLEASANTDALE
12" OFF GROUND


654 Eagle Rock Ave - Google Maps - Internet Explorer
643 Eagle Rock Ave
West Orange, NJ 07052 – approximate address
County Route 611
NEW! Street View - Oct 2013
NO TURN ON RED
Welcome to
PLEASANTDALE
Hide imagery
Back to Map
Eagle Rock Ave
Haller Rd
Greenwood Ave
Image capture: Oct 2013 County Route 611 © 2014 Google Lite mode Terms Privacy Report a problem


654 Eagle Rock Ave - Google Maps - Internet Explorer
https://www.google.com/maps/@40.810217,-74.260512,3a,75y,190.7h,87.77t/data=!
654 Eagle Rock Ave - Google...
656 Eagle Rock Ave
West Orange, NJ 07052 – approximate address
County Rte 636
NEW! Street View - Oct 2013
Valley Way
NO TURN ON RED
LUKOIL
PLEASANTDALE
Hide imagery
Back to Map
Kenz Terrace
Haller Rd
Eagle Rock Av
Greenwood Ave
Google
Image capture: Oct 2013 County Rte 636 © 2014 Google Lite mode Terms Privacy Report a problem

WEST ORANGE
Welcome to
PLEASANTDALE
12" OFF GROUND

Schedule "C"



NOTES:

1. PROPERTY KNOWN AS LOTS 21, 23, 23.01 & 24, BLOCK 154.06 OF THE TAX MAPS FOR THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY.
2. AREA = 23,139.32 S.F. OR 0.531 AC.
3. LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. ALL LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD, AND THE MAPS AS LISTED IN THE REFERENCES AVAILABLE AT THE TIME OF THE SURVEY. BEFORE ANY EXCAVATION IS TO BEGIN, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE, AND TYPE BY THE PROPER UTILITY COMPANIES.
4. THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL AS LISTED HEREON. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
5. THIS PROPERTY MAY BE SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS, WRITTEN OR IMPLIED.
6. UNDERGROUND TANK SIZES WERE OBTAINED FROM INFORMATION RECEIVED FROM STATION MANAGER OR EMPLOYEE. ALL SIZES AND LOCATIONS ARE APPROXIMATE & ARE SUBJECT TO FIELD VERIFICATION.
7. ELEVATIONS ARE BASED UPON USC&G DATUM, REF. NJGCS MON. #3640.
8. PROPERTY IS LOCATED IN FLOOD ZONE C AS PER REF. MAP #2.

REFERENCES:

1. SHEETS 35, 37.02, 49.01 & 49.02 OF THE TAX MAPS FOR THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY.
2. MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD INSURANCE RATE MAP, TOWN OF WEST ORANGE, NEW JERSEY, ESSEX COUNTY, ONLY PANEL PRINTED, COMMUNITY-PANEL NUMBER 340157 0005 B", MAP REVISED DECEMBER 12, 1980.
3. MAP ENTITLED "PILOT PLAN, NORR, DR, CORR., PROPOSED PUMP ISLAND REPLACEMENTS(3-U)C", PREPARED BY BOHLER ENGINEERING & CONSTRUCTION, INC. AS DRAWING NO. 8320, DATED 5-28-89.
4. MAP ENTITLED "PROPOSED TRAFFIC SIGNAL MODERNIZATION, PAVEMENT MARKINGS AND CHANNELIZATION", PREPARED FOR THE ESSEX COUNTY HIGHWAY DEPARTMENT, FILE NO. 18-H-58, DATED SEPTEMBER, 1960.
5. MAP ENTITLED "PLAN AND PROFILE, STA. 88+00 TO STA. 103+50", PREPARED FOR THE ESSEX COUNTY HIGHWAY DEPARTMENT, FILE NO. 18-H-11, DATED JULY 13, 1967, APPROVED 7-13-67, SHEET 11 OF 60.
6. MAP ENTITLED "EAGLE ROCK AVENUE INTERSECTION DETAIL", PREPARED FOR THE ESSEX COUNTY HIGHWAY DEPARTMENT, FILE NO. 18-H-13, DATED JULY 13, 1967, APPROVED 7-13-67, SHEET 13 OF 60.
7. MAP ENTITLED "CONSTRUCTION PLAN-PAVEMENT", PREPARED FOR THE ENGINEERING DEPARTMENT, COUNTY OF ESSEX, FILE NO. 4R2L, DATED MAY 14, 1924, APPROVED JULY 22, 1929.
8. MAP ENTITLED "CONSTRUCTION PLANS-PAVEMENT", PREPARED FOR THE ENGINEERING DEPARTMENT, COUNTY OF ESSEX, FILE NO. 4R2A, DATED MAY 14, 1926, APPROVED JULY 22, 1929.
9. DEED BOOK / PAGE

DEED BOOK	PAGE
4456	480
4630	189
3770	383
3774	683
4588	688
4541	805
3713	548
3713	548
4443	80
3988	290
3054	439
4639	431
4413	367
4883	890
4887	844
3373	488
3587	335

LEGEND

- EXISTING CONTOUR
- EXISTING SPOT ELEVATION
- EXIST. TOP OF CURB ELEVATION
- CURB GUTTER ELEVATION
- HYDRANT
- UTILITY VALVE
- OVERHEAD WIRES
- APPROX. LOC. UNDERGROUND GAS LINE
- APPROX. LOC. UNDERGROUND WATER LINE
- APPROX. LOC. UNDERGROUND TELEPHONE LINE
- UTILITY POLE
- TRAFFIC SIGNAL

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF AND INFORMATION, THAT THIS SURVEY WAS WORK PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS, THAT THE PROPERTY LINES AND RELATIONSHIP OF BUILDINGS AND OTHER STRUCTURES TO THE PROPERTY LINES ARE THE LAND INDICATED HEREON IS CORRECT, AND THAT THERE ARE NO ENCROACHMENTS OF BUILDINGS OR STRUCTURES ONTO SAID LAND EXCEPT AS SHOWN.

THE OFFSETS SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADDITION, ETC.

JACK W. SHOEMAKER — NEW JERSEY PROFESSIONAL LAND SURVEYOR 24GS — 11/7/95

NO.	DESCRIPTION OF REVISION	BY	DATE
1	GENERAL REVISIONS	RPF	11-6-95

TRACT DATE	3-08-95
FIELD WORK	9/5-11
FIELD BOOK	123-28
DRAWN	D.S.D.
CHECKED	P.J.
BLOCK NO.	0
DATE	3-21-95
SCALE	
JOB NO.	CM5011
SHEET NO.	1 OF 1

BOUNDARY & TOPOGRAPHICAL SURVEY
MOBIL OIL CORPORATION
646-654 EAGLE ROCK AVENUE 15-LVQ
LOTS 21, 23, 23.01 & 24, BLOCK 154.06, SHEET 37.02
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, STATE OF NEW JERSEY

CONTROL POINT ASSOCIATES, INC.
776 MOUNTAIN BLVD. WATCHUNG, N.J.
(908) 668-0099 07060
LAND SURVEYING • PLANNING • ENGINEERING

Schedule "D"

DESCRIPTION OF A PORTION OF LOT 21, BLOCK 154.06
AS SHOWN ON THE TAX MAPS OF THE TOWNSHIP OF WEST ORANGE

Beginning at a point in the easterly sideline of Pleasant Valley Way said point being North 20° 26'30" East and a distance of 91.79 feet from the dividing line of lots 21, 23, 23.01 and 24 in block 154.06, being the lands of Mobil Oil Corporation 646-654 Eagle Rock Avenue, Township of West Orange, State of New Jersey, N/F Lands of Nimha Realty Co., Inc. C/O Mobil Oil Corp., P.O. Box 290, Dallas TX and Lot 18, Block 154.06 N/F Lands of Hamin Realty Co., 5660 Collins Avenue, Miami Fl.

Thence 1) North 64° 53' 30" east a distance of 21 feet to a point;

Thence 2) South 70° 39' 30" east a scaled distance of 23.00 feet plus or minus to the face of a concrete curb in the driveway entrance to the Mobil Oil Corporation site;

Thence 3) along the face of the concrete curb on a curve to the right with a radius of 36 feet +/- a scaled distance of fifty-seven feet to the easterly sideline of Pleasant Valley Way;

Thence 4) North 20° 26' 30" East a scaled distance of 21.00 feet to the point and place of beginning.

All as shown on a Boundary & Topographical Survey – Mobil Oil Corporation, 646-654 Eagle Rock Avenue, Lots 21, 23, 23.01 & 24, Block 154.06, Sheet 37.02 Township of West Orange, Essex County, State of New Jersey prepared by Control Point Associates, Inc. 776 Mountain Blvd., Watchung, New Jersey dated 3/21/95.

206-15
August 11, 2015

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") maintains a collective bargaining agreement ("CBA") with the Teamster Local 560 Communication Operators and Public Safety Telecommunications Operators ("COPSTO") regarding the employment of COPSTO members by the Township; and

WHEREAS, a memorandum of agreement is needed to govern the wages and benefits for COPSTO members employed by the Township; and

WHEREAS, the Township and COPSTO have agreed to modify the CBA in accordance with the terms and conditions set forth in the Memorandum of Agreement annexed hereto as Exhibit **"A"** for the period between January 1, 2014 through December 31, 2017 (the "MOA"), with the effect that all other provisions in the CBA not modified by the MOA remain in full force and effect; and

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Mayor be and hereby is authorized to execute the MOA, and the Municipal Clerk is authorized to attest to the Mayor's signature; and it is further

RESOLVED that the Township's Labor Counsel is directed to incorporate the terms of the MOA into the CBA for subsequent execution by all parties; 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 **Municipal Clerk**	**Jerry Guarino** **Council President**

Adopted: August 11, 2015

207-15
August 11, 2015

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") maintains a collective bargaining agreement ("CBA") with the West Orange Fire Superior Officer's Association ("FSOA") regarding the employment of FSOA members by the Township; and

WHEREAS, a memorandum of agreement is needed to govern the wages and benefits for FSOA members employed by the Township; and

WHEREAS, the Township and FSOA have agreed to modify the CBA in accordance with the terms and conditions set forth in the Memorandum of Agreement annexed hereto as Exhibit **"A"** for the period between January 1, 2014 through December 31, 2017 (the "MOA"), with the effect that all other provisions in the CBA not modified by the MOA remain in full force and effect; and

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Mayor be and hereby is authorized to execute the MOA, and the Municipal Clerk is authorized to attest to the Mayor's signature; and it is further

RESOLVED that the Township's Labor Counsel is directed to incorporate the terms of the MOA into the CBA for subsequent execution by all parties; 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 **Municipal Clerk**	**Jerry Guarino** **Council President**

Adopted: August 11, 2015

4812-9620-7142, v. 1

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Township of West Orange, ("Employer") and the West Orange Fire Superior Officer's Association, ("the FSOA"). The following terms shall be incorporated into a new collective bargaining agreement between the Employer and the Union, the term of said agreement being January 1, 2014 through December 31, 2017. Except as set forth below, the terms of the 2010-2013 collective bargaining agreement between the parties shall remain in full force and effect.

DURATION OF CONTRACT: January 1, 2014 to December 31, 2017

WAGES:

a) Effective 1-1-2014	0%
b) Effective 1-1-2015	0%
c) Effective 1-1-2016	2%
d) Effective 1-1-2017	2%

HOLIDAY PAY: Holiday pay shall be increased by one point six two percent (1.62%) for all members of the bargaining unit effective January 1, 2015

PERSONAL DAYS: **ARTICLE XVIII – Personal Days and Seniority Days, Section A** Effective January 1, 2016 all employees by the terms of this agreement will be allowed four (4) personal days of their choice for which they will not have to report to work and for which they will receive full pay. All four (4) personal days shall be used by the employee at any time and shall not be denied by the Chief/Director for any reason unless the four (4) days are requested during any National Disaster, Declared State of Emergency or on any one of the thirteen (13) annual holidays allocated to employees of the bargaining unit as spelled out in **Article VIII-Salaries, Section, C** of the current collective bargaining agreement. Personal days requested by any member of the bargaining unit must be made by the member eighty four (84) hours in advance and are subject to the same conditions as per order # 2004-0130, Fair Labor Standards Act.

NOTIFICATION FOR UNION ACTIVITIES: **ARTICLE XXV- Time Off for Union Activities**

Effective upon the approval of this agreement "the Fire Chief and/or Director shall be notified in writing eighty four (84) hours in advance of the representative's intention to leave for said convention".

OVERTIME: **ARTICLE X-OVERTIME**

Effective upon the approval of this agreement all Fire Superiors who attain the rank of Deputy Fire Chief shall be paid overtime in the same manner and using the same calculations as Fire Captains.

TOWNSHIP OF WEST ORANGE

_____

_____

_____

DATE: _____

WEST ORANGE FIRE SUPERIOR OFFICERS ASSOCIATION

David P Sellers

David P Sellers

President

DATE: 7/30/15

208-15
August 11, 2015

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") maintains a collective bargaining agreement ("CBA") with the West Orange Policemen's Benevolent Association, West Orange, PBA Local #25 and the West Orange Police Superior Officers Association ("WOPBA Local 25 and WOPSOA") regarding the employment of WOPBA Local 25 and WOPSOA members by the Township; and

WHEREAS, a memorandum of agreement is needed to govern the wages and benefits for WOPBA Local 25 and WOPSOA members employed by the Township; and

WHEREAS, the Township and WOPBA Local 25 and WOPSOA have agreed to modify the CBA in accordance with the terms and conditions forth in the Memorandum of Agreement annexed hereto as **Attachment "A"** for the period between January 1, 2014 through December 31, 2017 (the "MOA"), with the effect that all other provisions in the CBA not modified by the MOA remain in full force and effect; and

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Mayor be and hereby is authorized to execute the MOA, and the Municipal Clerk is authorized to attest to the Mayor's signature; and it is further

RESOLVED that the Township's Labor Counsel is directed to incorporate the terms of the MOA into the CBA for subsequent execution by all parties; 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 **Municipal Clerk**	**Jerry Guarino** **Council President**

Adopted: August 11, 2015

4851-0358-6598, v. 1

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Township of West Orange ("Employer") and the West Orange Policemen's Benevolent Association, West Orange, PBA Local # 25 and the West Orange Police Superior Officers Association, ("Employees"). The following terms shall be incorporated into a new collective bargaining agreement between the Employer and the Union, the term of said agreement being January 1, 2014 through December 31, 2017. Except as set forth below, the terms of the 2010-2013 collective bargaining agreement between the parties shall remain in full force and effect.

DURATION: January 1, 2014 to December 31, 2017

WAGES:

Effective	1-1-2014	0 %
Effective	1-1-2015	0 %
Effective	1-1-2016	2 %
Effective	1-1-2017	2 %

HOLIDAY PAY: Holiday pay shall be increased by one point six two percent (1.62%) for all members of the bargaining unit effective January 1, 2015.

PERSONAL DAYS: Personal days shall be increased from three (3) days to four (4) days for all members of the bargaining unit effective January 1, 2016. All days shall be considered "on demand days" and shall be allocated as per **West Orange Police Department directive 3:6, Special Time Off/Switches, specifically in accordance with section 4b.**

EXTRA DUTY EMPLOYMENT : This memorandum of agreement is contingent upon **Ordinance # 1955-04** being revised and approved by the Mayor and the West Orange Township Council.

It is understood that the individuals signing below on behalf of the Unions have full authority to execute this Memorandum of Agreement, and that the same has been ratified by the membership. It is further understood that the individual signing this agreement on behalf of the Township is signing subject to the approval of the Township Council.

For the Union, WOPBA LOCAL 25:

Chris Jackson

Print

Signature

President

Title

Dated: July 21, 2015

For the Employer:

Print

Signature

Title

Dated: July ___, 2015

For the Union, WOPSOA:

Robert Martin

Print

Signature

President

Title

Dated: July 21, 2015

209-15
August 11, 2015

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") maintains a collective bargaining agreement ("CBA") with the American Federation of State, County, and Municipal Employees, Council 52, Local 3476 ("AFSCME") regarding the employment of AFSCME members by the Township; and

WHEREAS, a memorandum of agreement is needed to govern the wages and benefits for AFSCME members employed by the Township; and

WHEREAS, the Township and AFSCME have agreed to modify the CBA in accordance with the terms and conditions set forth in the Memorandum of Agreement annexed hereto as Exhibit **"A"** for the period between January 1, 2014 through December 31, 2017 (the "MOA"), with the effect that all other provisions in the CBA not modified by the MOA remain in full force and effect; and

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Mayor be and hereby is authorized to execute the MOA, and the Municipal Clerk is authorized to attest to the Mayor's signature; and it is further

RESOLVED that the Township's Labor Counsel is directed to incorporate the terms of the MOA into the CBA for subsequent execution by all parties; 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 **Municipal Clerk**	**Jerry Guarino** **Council President**

Adopted: August 11, 2015

4832-4846-4422, v. 1

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Township of West Orange, ("Employer") and AFSCME Council 52 Local 3476 ("Non Supervisory/Non Uniform Employees"). The following terms shall be incorporated into a new collective bargaining agreement between the Employer and the Union, the term of said agreement being January 1, 2014 through December 31, 2017. Except as set forth below, the terms of the 2010-2013 collective bargaining agreement between the parties shall remain in full force and effect.

DURATION OF THE CONTRACT: January 1, 2014 to December 13, 2017

WAGES:

Effective	1-1-2014	0 %
Effective	1-1-2015	1.5 %
Effective	1-1-2016	2 %
Effective	1-1-2017	2 %

- **2015 SALARY INCREASE IS RETROACTIVE TO JANUARY 1, 2015**

It is understood that the individual(s) signing below on behalf of the Union has full authority to execute this Memorandum of Agreement, and that the same has been ratified by the membership. It is further understood that the individual signing this agreement on behalf of the Township is signing subject to the approval of the Township Council.

FOR THE UNION:

Diane E. Adams, President

Joseph H. Gilbert Jr., V.P.

William McCauley Treas

Kathleen A. Mezzacappo
Staff Atty, AFSCME Co 52

DATED: August 3, 2015

FOR THE TOWNSHIP:

ROBERT D. PARISI
MAYOR

DATED: August _____, 2015

210-15
August 11, 2015

RESOLUTION

WHEREAS, by adoption of Resolution No. 165-15 on June 23, 2015, the Township Council of the Township of West Orange granted a real estate tax exemption, pursuant to N.J.S.A. 54:4-3.30, et seq., to Antonio Orozco, a totally disabled veteran, pertaining to a single family dwelling located at 12 Valley Way (Block 140.02, Lot 52.01) (the "Property"), for the period beginning on January 1, 2014 and ending on May 1, 2015; and

WHEREAS, Resolution No. 175-15 authorized the Tax Collector to refund the sum of $10,974.78 to Mr. Orozco, representing the sum of $7,316.32 in 2014 real estate taxes and the sum of $3,658.16 in 2015 real estate taxes; and

WHEREAS, N.J.S.A. 54:4-3.30 provides, in pertinent part, that a "dwelling house" of a totally disabled veteran shall be exempt from taxation, on proper claim made therefor (the "Exemption"); and

WHEREAS, N.J.S.A. 54:4-3.33 defines "dwelling house," for purposes of the Exemption, to mean a building or structure *owned and occupied* by a totally disabled veteran; and

WHEREAS, upon further investigation, the Tax Assessor has determined that the Property was rented to a non-owner during the 2015 tax period, and that Mr. Orozco is therefore not entitled to reimbursement of the $3,658.16 in real estate taxes pertaining to the 2015 tax period; and

WHEREAS, based upon the foregoing, the Tax Assessor recommends that the refund to Mr. Orozco be limited in scope to the 2014 real estate taxes in the amount of $7,316.32;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that Resolution No. 165-15 be and is hereby amended to grant a real estate tax exemption for the Property for the 2014 tax period only in the amount of $7,316.32; and it is further

RESOLVED that the Tax Collector shall refund the total sum of $7,316.32 to Antonio Orozco; and it is further

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

Karen J. Carnevale **Municipal Clerk**	**Jerry Guarino** **Council President**

Adopted: August 11, 2015

4819-0503-7094, v. 1

211-15
August 11, 2015

RESOLUTION

WHEREAS, the Hunterdon County Educational Services Commission ("HCESC") desires to mount a repeater for HCESC's two-way radio system on a radio tower located on or near Marcella Avenue ("Radio Tower") owned by the Township of West Orange ("Township"); and

WHEREAS, HCESC and the Township have agreed to the terms and conditions of an Access and Use Agreement (the "Agreement"), annexed hereto as Exhibit **"A"**; and

WHEREAS, the Agreement grants HCESC access and use of the Radio Tower for one (1) year, unless extended as set forth in paragraph 3 of the Agreement; and

WHEREAS, HCESC has agreed to pay the Township an access and use rate of $7, 200.00 for the one (1) year term, to be paid in equal monthly installments of $600.00 on the first day of the month; and

WHEREAS, HCESC shall use the Radio Tower for the sole purpose of installing, maintaining, repairing and operating a two-way radio system; and

WHEREAS, pursuant to the terms of the Agreement, all improvements, equipment, antennas and conduits shall be at HCESC's expense and their installation shall be subject to the Township's approval and discretion; and

WHEREAS, HCESC's ability to use the Radio Tower is contingent upon obtaining certain certificates, permits and other approvals which may be required by any federal, state or local authorities;

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 Agreement, in the form annexed hereto; 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 **Municipal Clerk**	**Jerry Guarino** **Council President**

Adopted: August 11, 2015

4832-7893-8918, v. 1

212-15
August 11, 2015

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):

Organization	**Date of Event**	**Place**	**RL #**
Our Lady of Lourdes Off Premise 50/50	November 15, 2015	1 Eagle Rock Avenue	7211
Mountaineer End Zone Club, Inc. On Premise Merchandise	August 21, 2015	650 Pleasant Valley Way	7212
PTA Hazel Avenue School On Premise Merchandise	September 19 – October 17, 2015	45 Hazel Avenue	7213
St. Joseph Church On Premise 50/50	January 30, 2016 – December 31, 2016	44 Benvenue Avenue	7214
Family Intervention Services, Inc. Tricky Tray	October 17, 2015	219 Devon Road	7215
Family Intervention Services, Inc. Casino Night	October 17, 2015	219 Devon Road	7216

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: August 11, 2015

213-15
August 11, 2015

RESOLUTION

WHEREAS, Associated Appraisal Group, Inc. ("Associated") responded to the Township's Request for Qualifications pursuant to a fair and open process advertised July 28, 2015; and

WHEREAS, Associated has agreed to provide residential appraisal services for a 12 month period pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment "A", and

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 an agreement, in the form annexed hereto, to retain Associated to provide residential appraisal services to the Township on the terms and conditions set forth therein.

BE IT FURTHER RESOLVED that notice of this award shall be published and available in the Clerk's Office in accordance with applicable law.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

I hereby certify funds to be available: Account #01-2010-00-1402-070

John O. Gross, Chief Financial Officer

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this _____ day of August, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereafter called the "TOWNSHIP", party of the first part, and **ASSOCIATED APPRAISAL GROUP, INC**., located at 50 Park Place, Suite 401, Newark, County of Essex and State of New Jersey, hereinafter referred to as "APPRAISER", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of APPRAISER;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of APPRAISER for the period August 15, 2015 through August 14, 2016 for an amount not to exceed $60,000.00.

2. APPRAISER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP processes any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. APPRAISER recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the TOWNSHIP encompassing the services for which compensation is sought.

4. APPRAISER shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by APPRAISER shall set forth with specifically the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, APPRAISER shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000.00. APPRAISER shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, APPRAISER shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of the provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ _____

KAREN J. CARNEVALE, R.M.C. ROBERT D. PARISI, MAYOR

ASSOCIATED APPRAISAL GROUP, INC.

WITNESS:

_____ By:_____

214-15
August 11, 2015

RESOLUTION AUTHORIZING COMPETITIVE CONTRACTING PROCESS FOR FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES

WHEREAS, the Township is seeking to secure a contract with a company that can provide specific preventative maintenance and repair services on all Township Fire Engines and equipment pursuant to Manufacturer and the National Fire Protection Association ("NFPA") Standards; and

WHEREAS, the cost of these services will exceed the Township bid threshold; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-4.1 competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold; and

WHEREAS, the Township meets the criteria of Local Public Contracts Law N.J.S.A. 40a:11-4.1 which allows the use of a methodology to rank and evaluate proposals received to not only secure the best price but the best service to suit the Townships needs.

NOW HEREBY BE IT RESOLVED, by the Council of the Township of West Orange, that Competitive Contract Process shall be initiated for the purpose of receiving proposals for Fire Apparatus Maintenance and Repair and implemented by the Purchasing Agent, Business Administrator, and the Chief Financial Officer according to the local public contracts law.

Karen J. Carnevale	**Jerry Guarino**
Municipal Clerk	**Council President**

Adopted: August 11, 2015

215-15
August 11, 2015

R E S O L U T I O N

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S. A. 40A:11-1) for the Street Improvements, Phase II, 2015 – Re-Bid; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive seven bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the Street Improvements, Phase II, 2015-Re-Bid is hereby be awarded to:

REGGIO CONSTRUCTION, INC.

1575 WEST STREET

FORT LEE, NEW JERSEY 07024

in the amount of $3,086.160.43 for the Base Bid and Alternate No. 1 .

BE IT FURTHER RESOLVED that Certified Checks and/or Bid bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

KAREN CARNEVALE, MUNICIPAL CLERK **JERRY GUARINO, COUNCIL PRESIDENT**

Adopted: August 11, 2015

I hereby certify funds are available from: **ACCOUNT NO. 03-2450-15-0060-010**
2015 STREET RESURFACING

JOHN GROSS, CHIEF FINANCIAL OFFICER

STREET IMPROVEMENTS 2015

1. Fundus Road, from Harrington Terrace to Dead End
   New Curb, Driveway Repairs, Guide Rail at Dead End, Mill & Pave
   725 Linear Feet

2. Woodhull Avenue, Entire Length
   New Curb, Driveway Aprons, Mill Pavement and Concrete, Leveling Course, Pavement Fabric, Pave
   875 Linear Feet

3. Lakeview Drive, Entire Length
   New Curb, Driveway Aprons, Mill & Pave
   1730 Linear Feet

4. Porter Road, Entire Length
   New Curb, Driveway Aprons, Mill & Pave
   1560 Linear Feet

5. Pitney Street, Entire Length
   New Curb, Driveway Aprons, Mill Pavement and Concrete (Partial Length of Street), Leveling Course, Mill & Pave – New Drainage Facilities vicinity of No. 16 to Dead End
   710 Linear Feet

6. Hazel Avenue, Rollinson Street to Oakridge Road
   New Curb, Driveway Aprons,
   Mill Concrete, Level Pavement, Pavement Fabric, Mill & Pave – Drainage Facilities across intersections with Pine Street and Birch Street
   820 Linear Feet

7. Pine Street, Wellington Avenue to Birch Street ***ALTERNATE NO. 2***
   New Curb, Driveway Aprons, Mill & Pave
   670 Linear Feet

8. Birch Street – Wellington Avenue to Forest Hill Road ***ALTERNATE NO. 2***
   New Curb, Driveway Aprons, Mill & Pave
   720 Linear Feet

9. Overlook Avenue- Entire Length
   Mill & Pave
   1,225 Linear Feet

10. Woods End Road – Entire Length
    New Curb, Driveway Aprons, Mill & Pave – New Drainage Entire Street Length
    1,010 Linear Feet

11. Barry Drive – Entire Length
    New Curb, Driveway Aprons, Mill & Pave - New Drainage Vicinity of House Numbers 6 thru 14
    620 Linear Feet

12. Holmes Street – Entire Length
    New Curb, Driveway Aprons, Mill & Pave
    710 Linear Feet

13. McKinley Avenue - Entire Length
    New Curb, Driveway Aprons, Mill & Pave
    710 Linear Feet

14. McKinley Place – Entire Length
    New Curb, Driveway Aprons, Mill & Pave
    350 Linear Feet

15. Stuart Terrace – Entire Length
    New Curb, Driveway Aprons, Mill & Pave
    390 Linear Feet

16. Brook End Drive – Entire Length
    New Curb, Driveway Aprons Mill & Pave
    320 Linear Feet

17. Rodman Place – Entire Length ***ALTERNATE NO. 1***
    New Curb, Driveway Aprons, Mill & Pave
    310 Linear Feet

18. Bauer Drive – Entire Length ***ALTERNATE NO. 1***
    New Curb, Driveway Aprons, Mill & Pave
    200 Linear Feet

19. Woodland Avenue- Peckman River to Terrace Avenue
    Mill & Pave-Channelization Islands and Curb Bump Outs at Forest Avenue, Redwood Avenue, Terrace Avenue
    1,800 Linear Feet

20. Freeman Place – Entire Length
    New Curb, Driveway Aprons , Mill & Pave
    900 Linear Feet

21. Ellison Avenue – Entire Length
    New Curb, Driveway Aprons, Mill & Pave
    800 Linear Feet

22. Manger Road – Ellison Avenue to Ralph Road
    New Curb, Driveway Aprons, Mill & Pave
    750 Linear Feet

23. Beasley Street – Entire Length
    New Curb, Driveway Aprons, Mill & Pave
    730 Linear Feet

216-15
August 11, 2015

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes to perform an evaluation of facilities at the four Fire Stations and the West Orange First Aid Squad; and

WHEREAS, to perform this evaluation at the four Fire Stations and the West Orange First Aid Squad Building the Township requires the services of a professional Architectural and Engineering firm; and

WHEREAS, the Township Engineer prepared a Request for Proposal dated May 4, 2015 for these professional services; and

WHEREAS, the Township Engineer solicited proposals from three professional architectural/ engineering firms: Parette Somjen Architects, LLC of Rockaway, N.J. , Frank H. Lehr Associates of East Orange, N.J. and Herbst Musciano, LLC of Boonton, N.J.; and

WHEREAS, all three firms responded to the Request for Proposals; and

WHEREAS, the Township Engineer upon review of the proposals determined all three firms were responsive; and

WHEREAS, the firm of Parette Somjen Architects provided professional services to the West Orange Board of Education and Robert Csigi their Director of Building and Grounds is well satisfied with their work quality; and

WHEREAS, by letter dated August 4, 2015 the Township Engineer recommended a professional services contract be awarded to Parette Somjen Architects, LLC, of Rockaway, N.J. to perform an evaluation of facilities at the four Fire Stations and the West Orange First Aid Squad Building in accordance with their proposal dated June 1, 2015 in an amount not to exceed $16,800.00; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Parette Somjen Architects, LLC; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Parette Somjen Architects, LLC, 439 Route 46 East, Rockaway, New Jersey 07866 to provide professional architectural and engineering services for the evaluation of facilities at the four West Orange Fire Stations and the West Orange First Aid Squad Building in accordance with their proposal dated June 1, 2015 for a fee not to exceed $16,800.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

Karen J. Carnevale, MUNICIPAL CLERK

Jerry Guarino, COUNCIL PRESIDENT

Adopted: August 11, 2015

I hereby certify funds are available from: **ACCOUNT NO. 03-2407-14-0020-060**
Indoor Facility Improvements, Fire

JOHN GROSS, CHIEF FINANCIAL OFFICER

217-15
August 11, 2015

RESOLUTION REQUESTING THE PLANNING BOARD TO EVALUATE CERTAIN PROPERTIES IN THE VICINITY OF EAGLE ROCK AND PROSPECT AVENUE TO DETERMINE IF THEY SHOULD BE DESIGNATED AS AN AREA IN NEED OF REDEVELOPMENT OR AN AREA IN NEED OF REHABILITATION

WHEREAS, pursuant to N.J.S.A. 40A:12A-4(a), a municipal governing body has the power to cause a preliminary investigation to be made by the Planning Board pursuant to N.J.S.A. 40A-12A-5; **and,**

WHEREAS, the Township Council desires to have a preliminary investigation made on certain lands and premises within the Township of West Orange to see if the area hereinafter set forth is in need of redevelopment and/or rehabilitation; **and,**

WHEREAS, the Township intends to use all those powers provided by the Legislature for use in a redevelopment area, excluding the power of eminent domain.

BE IT RESOLVED, by the Council of the Township of West Orange, in the County of Essex, New Jersey does hereby, pursuant to N.J.S.A. 40A:12A-4, request and authorize the Planning Board of the Township of West Orange to undertake a preliminary investigation as to whether the properties identified as the following on the West Orange Tax Map be classified as an area in need of redevelopment or an area of rehabilitation; **and,**

BE IT FURTHER RESOLVED that the Planning Board of the Township of West Orange shall conduct the aforesaid investigation in accordance with the requirements of N.J.S.A. 40A:12A-6; **and,**

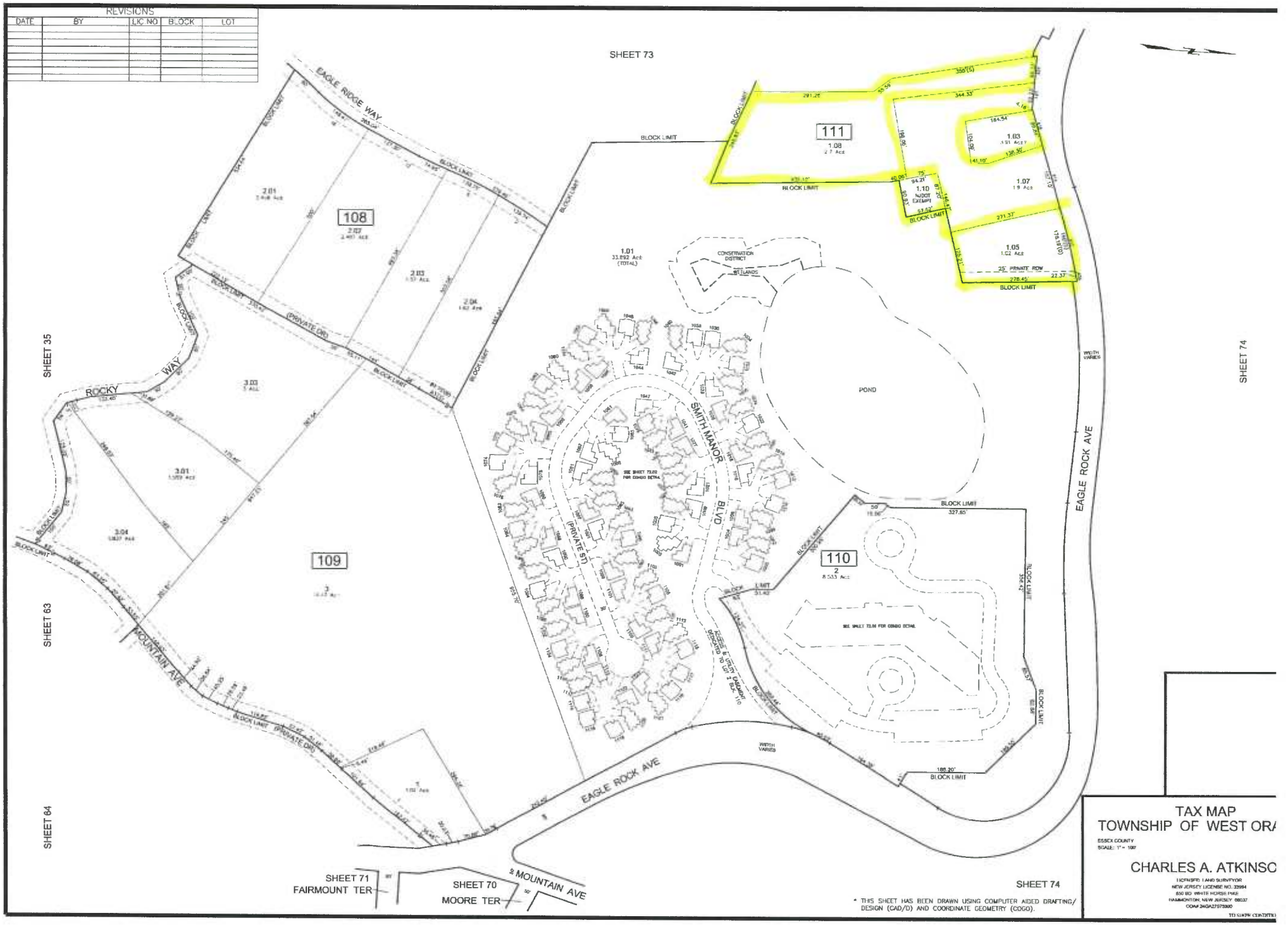
BE IT FURTHER RESOLVED that the redevelopment area determination, if such a determination is made, shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, excluding the power of eminent domain; **and,**

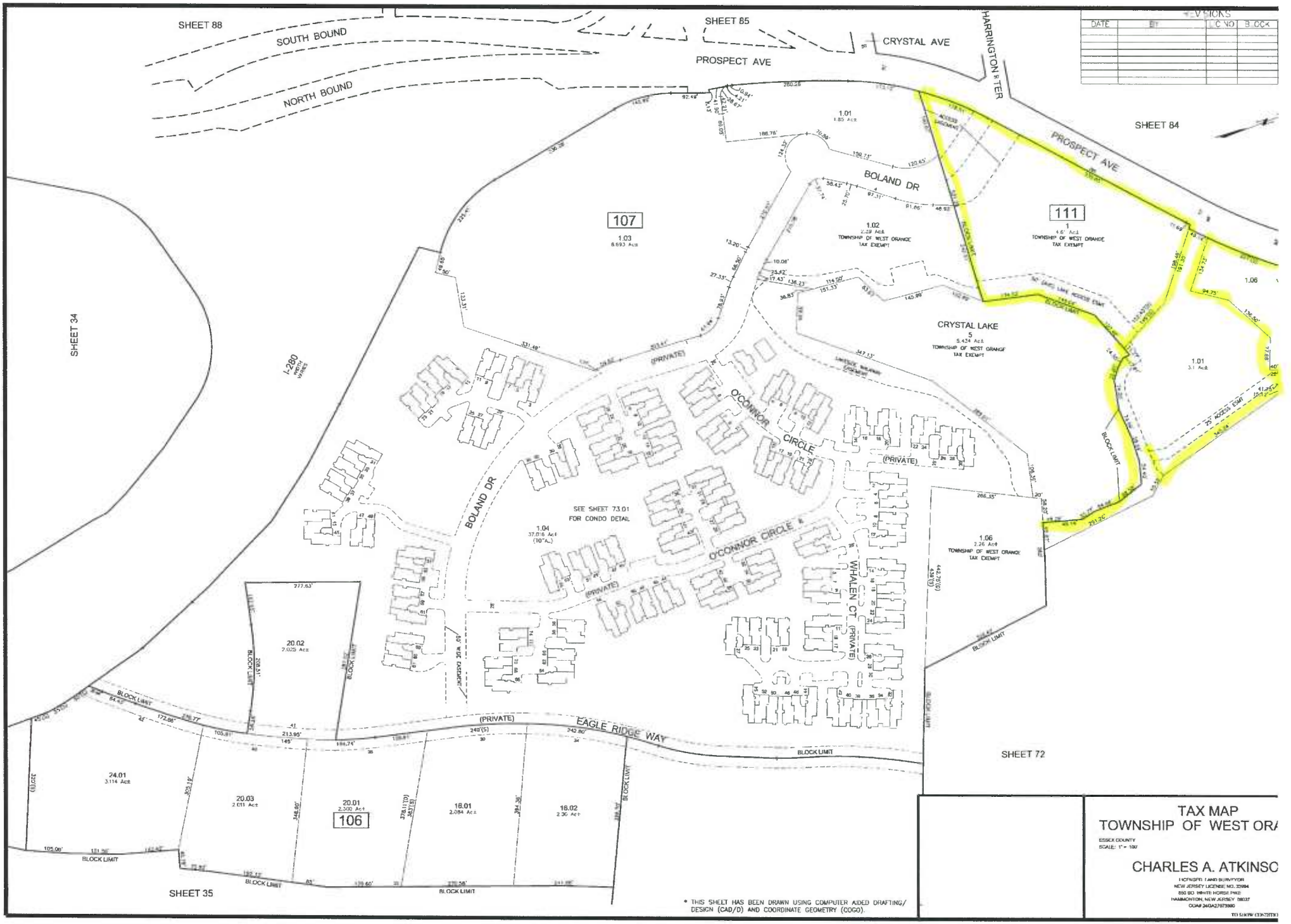
BE IT FURTHER RESOLVED that in making its preliminary investigation, the Planning Board shall make its recommendations based upon a finding that the conditions as set forth in N.J.S.A. 40A:12A-5 are found to be present.

Block	Lot	Address
111	1	296 Prospect Avenue
111	1.01	426 Eagle Rock Avenue
111	1.03	416 Eagle Rock Avenue
111	1.05	410 Eagle Rock Avenue
111	1.06	438 Eagle Rock Avenue
111	1.07	414 eagle Rock Avenue
111	1.08	424 Eagle Rock Avenue
111	1.10	Eagle Rock Avenue
152.01	1445	Eagle Rock and Prospect Avenue
152.01	1445.01	481 Eagle Rock Avenue
152.01	1445.05	189 Prospect Avenue
153	38	470 Eagle Rock Avenue
153.14	33	464 Eagle Rock Avenue
153.14	33.01	456 Eagle Rock Avenue
153.16	1.00	265 Prospect Avenue

Karen J. Carnevale, Municipal Clerk **Jerry Guarino, Council President**

August 11, 2015


REVISIONS
DATE
BY
LIC NO
BLOCK
LOT
SHEET 73
SHEET 35
SHEET 63
SHEET 64
SHEET 74
SHEET 71
FAIRMOUNT TER
SHEET 70
MOORE TER
EAGLE RIDGE WAY
ROCKY WAY
MOUNTAIN AVE
EAGLE ROCK AVE
SMITH MANOR BLVD
(PRIVATE ST)
(PRIVATE DR)
BLOCK LIMIT
108
109
110
111
1.01
33.892 Ac±
(TOTAL)
CONSERVATION DISTRICT
WETLANDS
POND
1.03
1.91 Ac±
1.07
1.9 Ac
1.10
NJDOT EXEMPT
1.05
1.02 Ac
25' PRIVATE ROW
WIDTH VARIES
SEE SHEET 73.02 FOR CONDO DETAIL
SEE SHEET 73.04 FOR CONDO DETAIL
ACCESS EASEMENT GRANTED TO LOT 2 BLK 110
* THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/ DESIGN (CAD/D) AND COORDINATE GEOMETRY (COGO).
TAX MAP
TOWNSHIP OF WEST ORA
ESSEX COUNTY
SCALE: 1" = 100'
CHARLES A. ATKINSO
LICENSED LAND SURVEYOR
NEW JERSEY LICENSE NO. 33994
850 BIG WHITE HORSE PIKE
HAMMONTON, NEW JERSEY 08037



REVISIONS			
DATE	BY	LOC NO	BLOCK

* THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/ DESIGN (CAD/D) AND COORDINATE GEOMETRY (COGO).

TAX MAP
TOWNSHIP OF WEST ORA

ESSEX COUNTY
SCALE: 1" = 100'

CHARLES A. ATKINSO
LICENSED LAND SURVEYOR
NEW JERSEY LICENSE NO. 32984
850 RIO WHITE HORSE PIKE
HAMMONTON, NEW JERSEY 08037
COA# 24GA27973900

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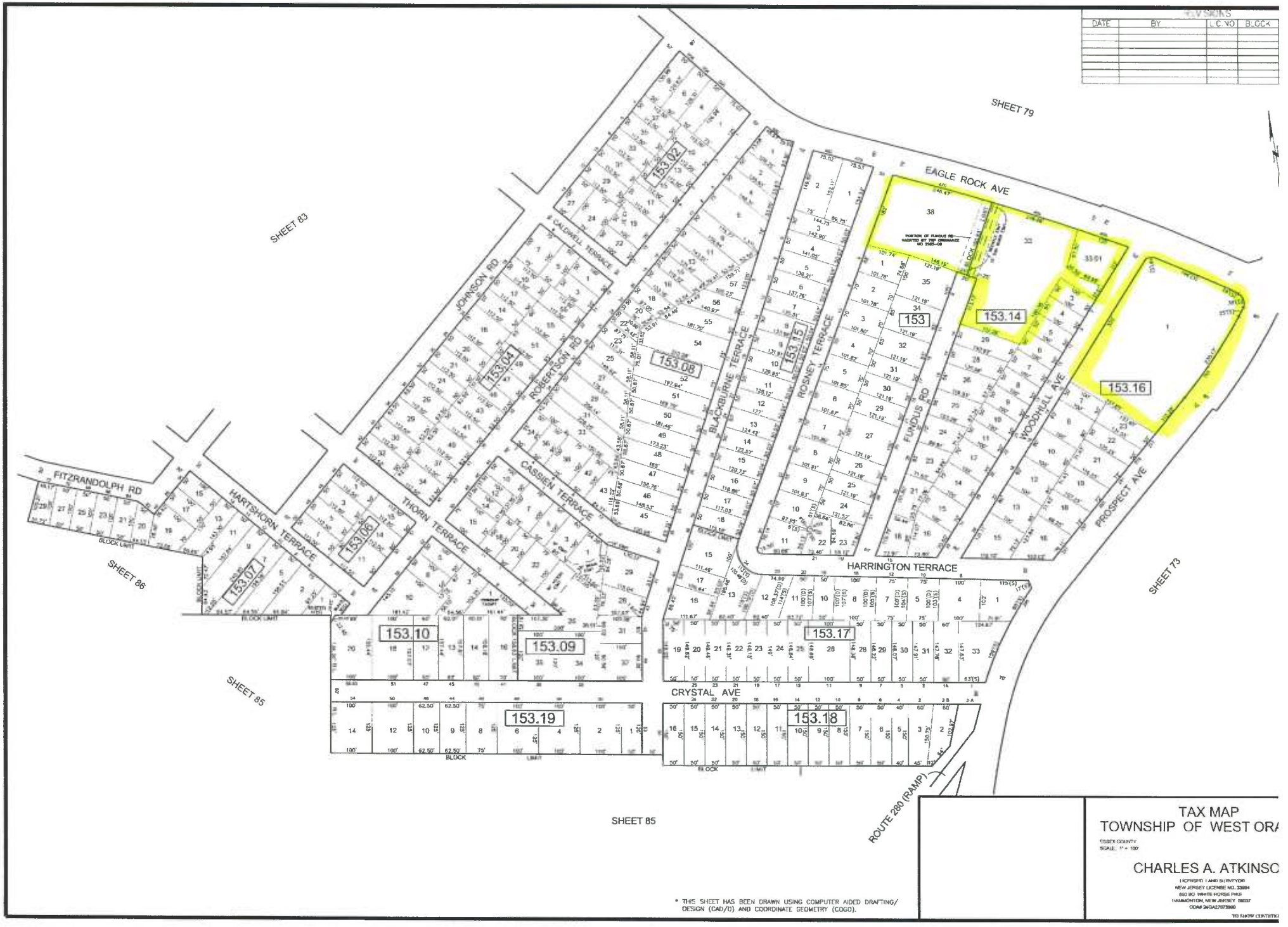


DATE	BY	LOT NO	BLOCK

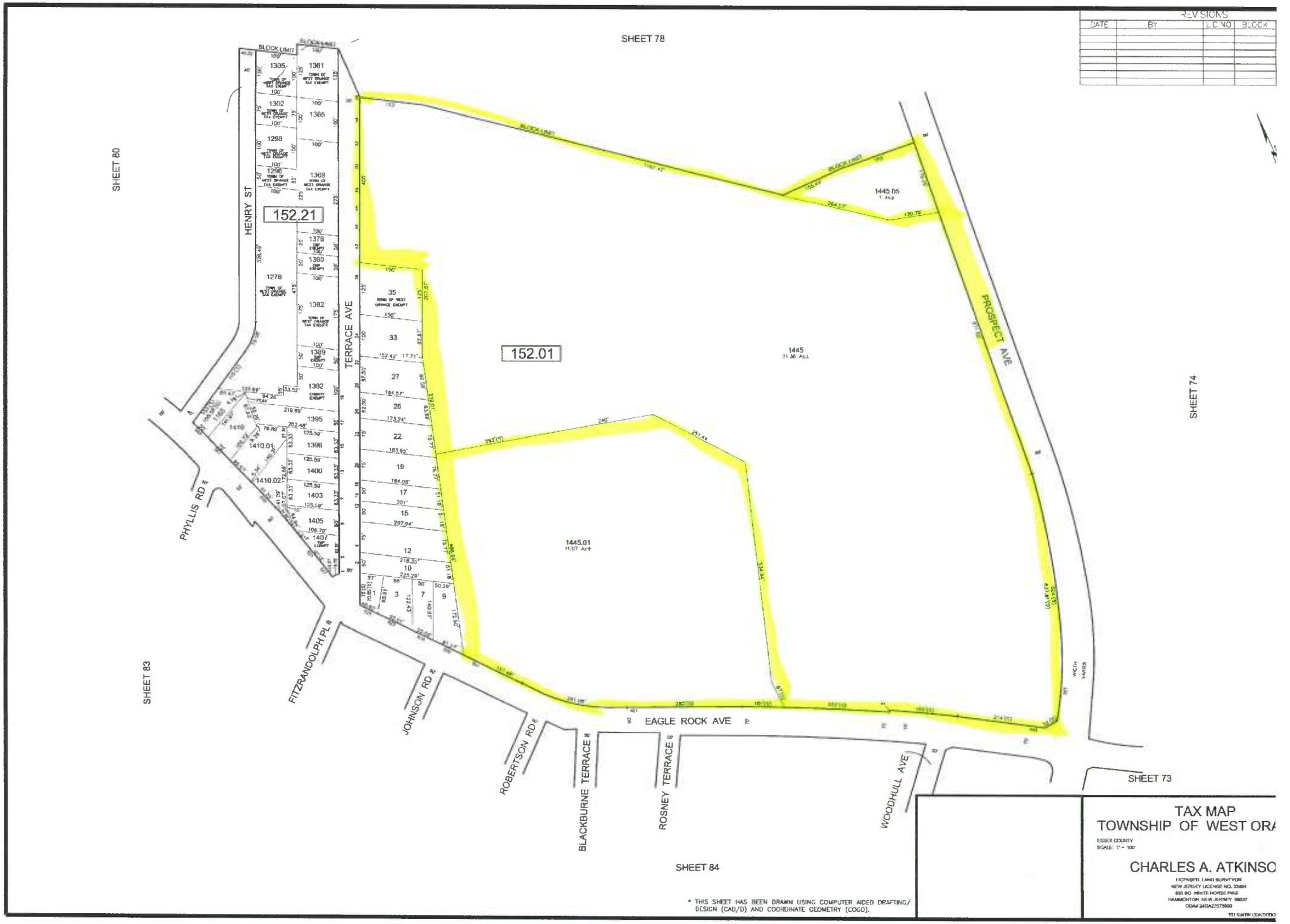
TAX MAP
TOWNSHIP OF WEST ORA

ESSEX COUNTY
SCALE: 1" = 100'

CHARLES A. ATKINSO

LICENSED LAND SURVEYOR
NEW JERSEY LICENSE NO. 33694
650 (R) WHITE HORSE PIKE
HAMMONTON, NEW JERSEY 08037

* THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/ DESIGN (CAD/D) AND COORDINATE GEOMETRY (COGO).



REVISIONS

DATE	BY	LOT NO	BLOCK

TAX MAP
TOWNSHIP OF WEST ORA

ESSEX COUNTY
SCALE: 1" = 100'

CHARLES A. ATKINSO

LICENSED LAND SURVEYOR
NEW JERSEY LICENSE NO. 35694
860 BO WHITE HORSE PIKE
HAMMONTON, NEW JERSEY 08037
COA# 24GA27073600

* THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/ DESIGN (CAD/D) AND COORDINATE GEOMETRY (COGO).

218-15
August 11, 2015

R E S O L U T I O N

WHEREAS, the Township of West Orange will need to relocate its Public Works Facility and Animal Control Facility at 25 Lakeside Avenue from the Downtown Redevelopment Area; and

WHEREAS, one potential location for these facilities is property along Prospect, Mt. Pleasant and Marcella Avenues; and

WHERAS, to evaluate this area has a future location of both facilities, the Municipal Engineer prepared a Request for Proposals dated May 29, 2015 requesting Architectural and Engineering firms to perform a feasibility study, develop conceptual plans and to advance at least one conceptual plan to a preliminary design phase; and

WHEREAS, the Township Engineer solicited proposals from five professional Architectural/Engineering Firms; Parette Somjen Architects, LLC of Rockaway, N.J., CTS Group Architecture Planning, P.A., of Chatham, N.J. Herbst Musciano, LLC of Boonton, N.J., Petry Engineering, LLC of Fairfield, N.J. and PS&S of Warren, N.J. ; and

WHEREAS, all five firms responded to the Request for Proposals; and

WHEREAS, the Township Engineer upon review of the proposals determined all five firms were responsive; and

WHEREAS, to limit costs, the Township Engineer recommends the professional services at this time only include the feasibility study and concept design plans; and

WHEREAS, by letter dated August 5, 2015 the Township Engineer recommended a professional services contract be awarded to Parette Sonjen Architect, LLC of Rockaway, N.J. to perform only a feasibility study and develop conceptual design plans for a new Public Works Facility and new Animal Control Facility within properties bound by Prospect Avenue, Mt. Pleasant Avenue and Marcella Avenue which includes the former Mt. Fuji Restaurant site in accordance with their proposal dated June 1, 2015

and the Township's Request for Proposals dated May 29, 2015 in an amount not to exceed $25,500 which includes $1,000.00 for expenses; and

WHEREAS, sufficient funds exist for the services outline in the proposal fo Parette Somjen Architect, LLC; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a Professional Services Contract be awarded to Parette Somjen, LLC, 439 Route 46 East, Rockaway, New Jersey 07866 to provide professional architecture and engineering services for a feasibility study and concept design plans only for a new Public Works Facility and new Animal Control Facility to be located on properties bound by Prospect Avenue, Mt. Pleasant Avenue and Marcella Avenues in accordance with their proposal dated July 1, 2015 for a fee not to exceed $25,500.00 including $1,000.00 for expenses.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

KAREN CARNEVALE, MUNICIPAL CLERK **JERRY GUARINO, COUNCIL PRESIDENT**

Adopted: August 11, 2015

I hereby certify funds are available from: ACCOUNT NO.

JOHN GROSS, CHIEF FINANCIAL OFFICER

219-15
August 11, 2015

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") requires the services of a Tax Collector to perform certain duties including but not limited to those set forth in N.J.S.A. 40:69A-149.15; and

WHEREAS, by adoption of Resolution 195-11 on August 30, 2011, the Township Council appointed Joanne Gagliardo to serve as the Township's Tax Collector, in accordance with all applicable ordinances and statutes, for the four (4) year term beginning on July 1, 2011 and ending on July 1, 2015; and

WHEREAS, Joanne Gagliardo has performed in an exceptional manner in her capacity as Tax Collector; and

WHEREAS, on October 3, 2007, Joanne Gagliardo was issued a Tax Collector Certificate by the New Jersey Department of Community Affairs, Division of Local Government Services, in accordance with the requirements set forth in N.J.S.A. 40A:9-145.8; and

WHEREAS, the Township Council has determined to reappoint Joanne Gagliardo as the Township's Tax Collector, in accordance with all applicable ordinances and statutes; and

WHEREAS, pursuant to N.J.S.A. 40A:9-145.8, any person who is reappointed as Tax Collector subsequent to receiving a Tax Collector Certificate shall have acquired tenure, and shall hold his or her office during good behavior, efficiency, and compliance with continuing education requirements;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that Joanne Gagliardo be and is hereby reappointed as Tax Collector effective July 1, 2015; and it is further

RESOLVED, that notice of this Resolution shall be published and made available in the Clerk's office for reasonable inspection in accordance with applicable law.

_____	_____
Karen J. Carnevale **Township Clerk**	**Jerry Guarino** **Council President**

Adopted: August 11, 2015

4852-4449-4630, v. 1

220-15
August 11, 2015

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 **August 11, 2015** 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):

Matter(s) of Litigation

a. 220-15 Resolution Authorizing an Executive Session for the Purpose of Discussing Litigation – West Essex Highlands

(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 **August 11, 2015.**

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale	**Jerry Guarino**
Municipal Clerk	**Council President**

Adopted: August 11, 2015

221-15
August 11, 2015

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") maintains a collective bargaining agreement ("CBA") with the Teamster Local 560 Public Works, Non-Uniform, Supervisory Employees ("PWNUSE") regarding the employment of PWNUSE members by the Township; and

WHEREAS, a memorandum of agreement is needed to govern the wages for PWNUSE members employed by the Township; and

WHEREAS, the Township and PWNUSE have agreed to modify the CBA in accordance with the terms and conditions set forth in the Memorandum of Agreement annexed hereto as Exhibit **"A"** for the period between January 1, 2014 through December 31, 2017 (the "MOA"), with the effect that all other provisions in the CBA not modified by the MOA remain in full force and effect; and

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Mayor be and hereby is authorized to execute the MOA, and the Municipal Clerk is authorized to attest to the Mayor's signature; and it is further

RESOLVED that the Township's Labor Counsel is directed to incorporate the terms of the MOA into the CBA for subsequent execution by all parties; 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 **Municipal Clerk**	**Jerry Guarino** **Council President**

Adopted: August 11, 2015

4817-9987-5622, v. 1

EXHIBIT A

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Township of West Orange ("Employer") and Teamster Local 560 ("Public Works, Non-Uniform, Supervisory Employees"). The following terms shall be incorporated into a new collective bargaining agreement between the Employer and the Union, the term of said agreement being January 1, 2014 through December 31, 2017. Except as set forth below, the terms of the 2010-2013 collective bargaining agreement between the parties shall remain in full force and effect.

DURATION OF THE CONTRACT: January 1, 2014 to December 31, 2017

WAGES:

a) Effective 1-1-2014 0%

b) Effective 1-1-2015 1.5%

c) Effective 1-1-2016 2 %

d) Effective 1-1-2017 2 %

It is understood that the individual(s) signing below on behalf of the Union has full authority to execute this Memorandum of Agreement, and that the same has been ratified by the membership. It is further understood that the individual signing this agreement on behalf of the Township is signing subject to the approval of the Township Council.

For the Union:

Louis Piserchio

Garage Supervisor

Dated: August 11, 2015

For the Employer:

_____

_____

_____

Dated: August _____, 2015

2456-15

AN ORDINANCE AMENDING CHAPTER 4, SECTION 34.3 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED "EXTRA DUTY EMPLOYMENT FOR POLICE OFFICERS"

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that Chapter 4, Section 34.3 of the Revised General Ordinances is hereby amended as follows:

I. PURPOSE

The purpose of this Ordinance is to increase the rates of payment for extra-duty services provided by Township Police Officers from the rates previously fixed in 2004.

II. CHAPTER 4, SECTION 34.3 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

Because of the myriad types of assignments that Police Officers may be called upon to perform, it is reasonable that different rates apply.

a. Unless there are contractual agreements with a vendor/contractor to the contrary, the following rates of compensation apply:

1. Steady Security/Crowd Control Assignments. Steady security and crowd control assignments shall be paid at a rate of thirty-two ($32.00) dollars per hour, per officer. This rate includes a four ($4.00) dollar per hour, per officer administrative fee.

2. Special Event Security/Crowd Control Assignments. Special event security and crowd control assignments shall be paid at a rate of forty-five ($45.00) dollars per hour, per officer. This rate includes a four ($4.00) dollar per hour, per officer administrative fee. Special event security/crowd control assignments are defined as assignments not worked on a regular/steady basis.

3. Special Event–New Year's Eve. Special event–New Year's Eve assignments shall be paid at a rate of seventy eight ($78.00) dollars per hour per officer. This rate shall include a three dollar and fifty ($3.50) cents per hour per officer administrative fee.

4. Traffic/Road Construction. Assignments for all traffic control at construction site assignments shall be as follows:

(a) Assignments between 12:00 a.m. on Monday and 11:59 p.m. on Friday shall be paid at a rate of eighty-two ($82.00) dollars per hour, per officer. This rate includes a seven ($7.00) dollar per hour, per officer administrative fee.

(b) Assignments between 12:00 a.m. on Saturday and 11:59 p.m. on Sunday shall be paid at a rate of ninety-seven ($97.00) dollars per hour, per officer. This rate includes a seven ($7.00) dollar per hour, per officer administrative fee.

(c) All road construction assignments that require the use of a marked patrol unit shall be charged an additional five ($5.00) dollars per hour, per vehicle fee. This is in addition to the administrative fees already billed. The assignment of the vehicle will be determined by the Police Administration and availability of the vehicles at the time of the request.

b. All assignments shall have a four (4) hour minimum per officer contracted.

c. Officers are entitled to the minimum hours of compensation stipulated in subsection 4-34.3b. if their assignment is cancelled upon their arrival at the job site without advance notice stipulated in subsection 4-34.4c.

d. Officers who begin an assignment, but who are cancelled prior to the completion of the assignment shall be entitled to the minimum compensation stipulated in subsection 4-34.3b. or the number of hours worked, whichever is longer.

BE IT FURTHER ORDAINED, that the remainder of Chapter 4 shall remain unchanged.

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with law.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Honorable Robert D. Parisi, Mayor

Introduction: July 21, 2015

Adopted: August 11, 2015

2456-15

LEGISLATIVE HISTORY

This Ordinance is intended to increase the rates of payment for extra-duty services provided by Township Police Officers for assignments including, among others, crowd control, special events, and construction activities. The rates of payment have not been increased since the most recent amendment to Chapter 4, Section 34 in 2004. The increases set forth in this Ordinance range from $4.00 to $16.00 per hour, depending upon the type of assignment. In addition, Section 4-34.3 is amended to require that all assignments have a four (4) hour minimum, as opposed to the three (3) hour minimum presently provided for.

4812-4446-7237, v. 1

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC SECTION 7-11, PARKING TIME LIMITED ON CERTAIN STREETS, DURING CERTAIN HOURS, SECTION 7-14.1, NIGHT PARKING RESTRICTED, AND SECTION 7-14.2, PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-11, Parking Time Limited on Certain Streets During Certain Hours of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	Sides	Time Limit	Hours & Day	Location
South Valley Road	*East*	*1 hour*	*8:00 a.m.to 9:00 p.m.*	*Beginning 35 feet south of southerly curbline of Tremont Avenue and extending 80 feet southerly.*
South Valley Road	**East**	**3 Hours**	**8:00 a.m. to 9:00 p.m.**	**Beginning 35 feet south of southerly curbline of Tremont Avenue and extending 80 feet southerly.**

(Please note that the 1 hour restriction beginning 220 feet north of the northerly curbline of Meeker Street and extending 35 feet northerly remains unchanged by this ordinance.)

Section 2. Subsection 7-14.1, Night Parking Restricted of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	Sides	Location
South Valley Road	*West*	*Tremont Avenue to Meeker Street*
South Valley Road	**East**	**Tremont Avenue to Meeker Street**

Section 3. Subsection 7-14.2, Parking Prohibited During Certain Hours on Certain Streets of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion*, **bold type denotes addition):**

Name of Street	Hours	Location
South Valley Road	*2:00 a.m to 5:00 a.m.*	*Tremont Avenue to Meeker Street*

(Please note that the parking prohibition from 2:00 a.m. to 5:00 a.m., on the east side from Meeker Street to the South Orange line remains unchanged by this ordinance.)

Section 4. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. This Ordinance shall take effect upon final passage and publication in accordance with law.

_____ _____

ROBERT D. PARISI, MAYOR JERRY GUARINO, COUNCIL PRESIDENT

_____

KAREN J. CARNEVALE, MUNICIPAL CLERK

Introduced: July 21, 2015

Adopted: August 11, 2015

LEGISLATIVE HISTORY

This Ordinance will change the one hour parking limit on the east side of South Valley Road, in the vicinity of Tremont Avenue, to a three hour parking limit, and rescind the overnight parking prohibition on South Valley Road between Tremont Avenue and Meeker Street to accommodate local residents and businesses.

2458-15

ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY AUTHORIZING THE AMENDMENT, ASSIGNMENT AND ASSUMPTION OF A FINANCIAL AGREEMENT WITH RESPECT TO CERTAIN PROPERTY COMMONLY KNOWN AS THE EDISON BATTERY FACTORY

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A.* 40A:12A-1 *et seq.*), the Township Council (the "**Township Council**") of the Township of West Orange (the "**Township**"), acting by resolution, determined that the Downtown Redevelopment Area was an "area in need of redevelopment" in accordance with *N.J.S.A.* 40A:12A-6(b); and

WHEREAS, on February 9, 2003 the Township Council approved an Ordinance adopting a redevelopment plan for the Downtown Redevelopment Area (as amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, the Downtown Redevelopment Area as set forth in the Redevelopment Plan is an eligible area for the utilization of the provisions of the Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 *et seq.* (the "**Exemption Law**"); and

WHEREAS, the Township and GP 177 Main Urban Renewal, L.L.C. ("**GP 177**"), entered into that certain financial agreement pursuant to the Exemption Law, dated August 8, 2014 (the **"Financial Agreement**"), pursuant to which the Township granted an exemption from taxation of certain improvements to be constructed upon and in connection with the redevelopment of Block 66, Lots 1, 5 and 7 (the **"Phase 1 Project Site**") located in the Township (the **"Phase 1 Project**") in consideration of GP 177 paying to the Township an annual service charge for municipal services provided to the Phase 1 Project; and

WHEREAS, concurrently with the final adoption of this Ordinance, the Township will have taken the following actions: (a) authorized the termination of that certain Modification Agreement with Prism Green Associates IV, LLC ("**Prism**") dated August 8, 2014 granting Prism and GP 177 certain redevelopment rights with respect to the Phase 1 Project Site; and (b) authorized the execution of a redevelopment agreement with DGP Urban Renewal, LLC, an urban renewal entity formed and qualified to operate under the Exemption Law ("**DGP"**), granting DGP redevelopment rights with respect to the Phase 1 Project Site; and

WHEREAS, GP 177 desires and intends to transfer its fee simple interest in the Phase 1 Project to DGP; and

WHEREAS, DGP filed an application in accordance with the Exemption Law dated July 15, 2015 (the "**DGP Application**") with the Mayor of the Township, relying upon the earlier applications filed by GP 177, as modified in the DGP Application, requesting the Township's consent to an assignment of the Financial Agreement to DGP and an amendment to the Financial Agreement to clarify and confirm certain aspects of the Financial Agreement; and

WHEREAS, the Mayor has recommended to the Township Council that the DGP Application be approved, provided that all legal prerequisites are met; and

WHEREAS, GP 177 desires and intends to transfer to DGP all of its right, title and interest in and to the Phase 1 Project, and all of its right, title and interest in and to the Financial Agreement, and DGP desires and intends to assume the same,

NOW THEREFORE BE IT ORDAINED by the Mayor and Township Council of the Township of West Orange, New Jersey as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. PREVIOUS ORDINANCES SUPERSEDED

In the event of any conflict between this ordinance and any previously adopted ordinance concerning approval of a financial agreement with respect to the Phase 1 Property, such ordinances are superseded and this ordinance shall control.

III. TRANSFER APPROVED

(a) The DGP Application is hereby approved.

(b) The Mayor of the Township of West Orange is hereby authorized to execute that certain Amendment, Assignment and Assumption of Financial Agreement, a form of which is attached hereto as Exhibit A (the "**Agreement**"), together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.

(c) The Clerk of the Township is hereby authorized and directed, upon the execution of the Agreement in accordance with the terms of Section III(b) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

(d) The Township Clerk shall file certified copies of this ordinance and the Agreement with the Tax Assessor of the Township and the Director of the Division of Local Government Services within the Department of Community Affairs in accordance with Section 12 of the Exemption Law.

(e) The Township hereby determines that GP 177 and DGP have complied with the requirements for transfer set forth in the Financial Agreement, and hereby consents to the transfer of GP 177's interest in the Agreement with respect to the Phase 1 Project, and all rights, duties and obligations of GP 177 with respect to the Phase 1 Project thereunder, to DGP. The Township hereby further agrees and acknowledges that upon execution of such transfer to DGP, GP 177 shall

be and is hereby released from all duties and obligations existing under the Agreement with respect to the Phase 1 Project.

(f) The Township hereby consents to the fee simple conveyance of the Phase 1 Project Site to DGP in connection herewith.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

V. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the Township.

VI. EFFECTIVE DATE

This Ordinance shall take effect according to law.

_____ _____

ROBERT D. PARISI, MAYOR JERRY GUARINO, COUNCIL PRESIDENT

_____

KAREN J. CARNEVALE, MUNICIPAL CLERK

Introduced: July 21, 2015

Adopted: August 11, 2015

I HEREBY CERTIFY the foregoing to be a true copy of an Ordinance finally adopted by the West Orange Township Council, in the County of Essex, at its meeting held on _____, 2015.

_____

Karen Carnevale, RMC, Township Clerk

Exhibit A

Amendment, Assignment and Assumption of Financial Agreement

2458-15

EXHIBIT TO ORDINANCE

AMENDMENT, ASSIGNMENT AND ASSUMPTION

OF FINANCIAL AGREEMENT

THIS AMENDMENT, ASSIGNMENT AND ASSUMPTION OF FINANCIAL AGREEMENT (this "**Agreement**"), dated _____, 2015 (the "**Effective Date**") is by and among **GP177 MAIN URBAN RENEWAL, L.L.C.** (the "**Assignor**"), an urban renewal entity, 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 at 200 Broadacres Drive, Bloomfield, New Jersey 07003, **DGP URBAN RENEWAL LLC** (the **"Assignee"**), an urban renewal entity, qualified to do business under the Long Term Tax Exemption Law with offices c/o of Dune Real Estate Partners LP, 623 Fifth Avenue, 30th Floor, New York, NY, 10022, and the **TOWNSHIP OF WEST ORANGE**, a municipal corporation in the County of Essex, and the State of New Jersey (the "**Township**").

RECITALS

A. The Township and the Assignor entered into that certain financial agreement pursuant to the Long Term Tax Exemption Law dated August 8, 2014 (the **"Financial Agreement**"), pursuant to which the Township granted an exemption from taxation of certain improvements to be constructed upon Block 66, Lot 1, 5, and 7 located in the Township (the **"Phase 1 Project**") in accordance with the provisions of the Long Term Tax Exemption Law in consideration of the Assignor paying to the Township an annual service charge for municipal services provided to the Project.

B. The Assignee filed an application in accordance with the Long Term Tax Exemption Law dated July 15, 2015 (the "**Assignee Application**") with the Mayor of the Township, assuming the earlier Applications filed by the Assignor, as modified in the Assignee Application, requesting the Township's consent to an assignment of the Financial Agreement to Assignee and an amendment to the Financial Agreement to clarify and confirm the Township's agreement to certain aspects of the Financial Agreement including, but not limited to the project construction schedule and the estimated total project cost for the Phase 1 Project as those terms are defined under the Long Term Tax Exemption Law as well as confirmation that there are no defaults under the Financial Agreement.

C. The parties to this Agreement have entered into this Agreement, among other things, in order to provide the clarification and confirmation requested by the Assignee.

D. Assignor is on this day transferring to Assignee all of its right, title and interest in and to the Phase 1 Project and the Assignor is transferring all of the Assignor's right, title and interest in and to the Financial Agreement to the Assignee, subject to the terms hereof.

E. The Township, Assignor and Assignee wish to amend the Financial Agreement, subject to and according with the terms hereof.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree the Financial Agreement is amended as follows:

1. In Section 1.02, the definition of Termination is hereby deleted and replaced with the following new definition:

Termination - shall mean the expiration of the term of this Agreement in accordance with Section 3.01 hereof, or termination thereof by the Urban Renewal Entity or an Owner as permitted under N.J.S.A. 40A:20-13, which by operation of the terms of this Financial Agreement and the Long Term Tax Exemption Law shall cause the relinquishment of the Tax Exemption applicable to any improvement, including any Unit.

2. In Section 1.02 the definition of Satisfactory Resolution of Pending Litigation is hereby deleted.

3. Section 1.02 is supplemented with the following new definitions:

Urban Renewal Entity - shall mean DGP Urban Renewal LLC, which entity is formed and qualified pursuant to Long Term Tax Exemption Law and shall also include any permitted assigns or successors in interest of the Project, Residential Project, Retail Project or any Unit of the Project, provided they are formed and operate under the Long Term Tax Exemption Law.

Redevelopment Agreement - shall mean that certain Redevelopment Agreement by and between the Township of West Orange as Redevelopment Entity and DGP Urban Renewal LLC, as Redeveloper dated as of _____, 2015.

Other than the recitals in the Whereas clauses of the Financial Agreement, any and all references in the Financial Agreement to the "Modification Agreement" and "Original Redevelopment Agreement" are hereby deemed deleted and replaced with "Redevelopment Agreement" as that term is defined in this Agreement.

4. In Section 2.03, the reference to the term "Modification Agreement" is deleted and replaced with the term "Redevelopment Agreement."

5. Section 2.04 is deleted and replaced in its entirety with the following new section:

Construction Schedule - the Urban Renewal Entity agrees to diligently undertake to commence construction and complete the Phase 1 Project in accordance with Schedule 1.1 attached hereto and incorporated herein. Notwithstanding the aforementioned, in the event of an occurrence of a Force Majeure Event as that term is defined in the Redevelopment Agreement the time periods in Schedule 1.1 shall be tolled in accordance with Article X, Section 10.3 of the Redevelopment Agreement. Notwithstanding anything in the Financial Agreement and/or the Redevelopment Agreement to the contrary, the

parties hereto agree and acknowledge that the Pending Litigation does not constitute a Force Majeure Event.

6. Section 2.05 is hereby deleted in its entirety and replaced with the following new Section 2.05:

Ownership, Management and Control – (a) The ownership of the Urban Renewal Entity is as set forth in the Assignee Application, including Exhibit G.1. The Urban Renewal Entity is controlled by DGP Edison LLC, which is co-managed by DREF III Edison LLC and GF Edison, LLC. The administrative member of DGP Edison LLC is Prism Venture VI LLC.

(b) As of the date of execution of this Agreement, the Urban Renewal Entity is the fee title owner of the Phase 1 Property.

7. Section 4.03 is supplemented with the following new sub-paragraph (c):

(c) Notwithstanding Section 13.04 hereof, commencing in year seven (7) of this Agreement, either the Township, the Urban Renewal Entity, or an Owner may elect to file a tax appeal with the Essex County Board of Taxation or the Tax Court of the Superior Court of New Jersey in the event a dispute arises over the value of the Land and Improvements on the Property.

8. Section 6.07 is hereby deleted and replaced with the following new Section 6.07:

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 Urban Renewal Entity on the sale of the Project, Residential Project, Retail Project or any Unit of the Project, whether or not taxable under federal or State law.

9. Section 7.06 is supplemented with the following:

Within thirty (30) days following written request by the Urban Renewal Entity, the Township shall issue a signed estoppel certificate to the Urban Renewal Entity or the prospective lender or mortgagee either stating that the Financial Agreement: (i) is in full force and effect; and (ii) whether to the best knowledge of the Township the Urban Renewal Entity is in default under the Financial Agreement, and if so, specifying each default as to which the Township shall have knowledge.

10. Section 9.01 is supplemented to provide that in addition to the names listed in the Financial Agreement, any formal notices, demands and communications sent by the Township to the Urban Renewal Entity shall also be delivered to:

DGP Urban Renewal, LLC
c/o Dune Real Estate Partners LP

623 Fifth Avenue, 30th Floor
New York, NY 10022, Attn.: Gregory Rush

with copies to: Duval & Stachenfeld LLP
555 Madison Ave, 6th Floor, New York NY 10022
Attn.: Terri L. Adler, Esq.
Main: 212.883.1700
Fax: 212.883.8883

11. Section 9.01 is supplemented with the following:

Provided the Township is sent a formal written notice in accordance with this Section, of the name and address of the Urban Renewal Entity's mortgagee, the Township agrees to provide such mortgagee with a copy of any notice sent to the Urban Renewal Entity.

12. Intentionally Omitted.

Exhibits and Schedules:

13. Exhibit 3 of the Financial Agreement is supplemented with the Assignee Application attached hereto as Exhibit 3.1 and incorporated herein by reference. Any references in the Financial Agreement to the Application shall be deemed to include Exhibit 3 and Exhibit 3.1. Further, Exhibit B of the Application (Estimate of Total Project Cost) is hereby deleted and replaced with Exhibit B.1 of the Assignee Application. Notwithstanding anything in the Financial Agreement to the contrary, the Estimated Total Project Cost for the Phase 1 Project shall be deemed to be $126,696,025 in accordance with Exhibit B.1 of the Assignee Application. Further, Exhibit G of the Application (Disclosure Certificate) is hereby deleted and replaced with Exhibit G.1 of the Assignee Application.

14. Exhibit 4 of the Financial Agreement is hereby deleted and replaced with Exhibit 4.1 attached hereto and incorporated herein by reference. Any reference in the Financial Agreement to GP 177 Main Urban Renewal, L.L.C. shall hereinafter mean DGP Urban Renewal LLC.

15. Exhibit 5 of the Financial Agreement is hereby deleted and replaced with Exhibit 5.1 attached hereto and incorporated herein by reference. Any reference in the Financial Agreement to the Financial Plan shall mean Exhibit 5.1.

16. Exhibit 6 of the Financial Agreement shall be deleted and replaced with Exhibit 6.1 attached hereto and incorporated herein by reference. Any reference in the Financial Agreement to the Initial Rent Schedules shall be deemed to mean Exhibit 6.1.

17. Schedule 1 of the Financial Agreement is hereby deleted and replaced with Schedule 1.1 attached hereto and incorporated herein by reference.

18. Township Ratification. The Township has determined the accuracy of items (a) through (c) set forth below; and therefore, hereby ratifies, affirms and agrees to the following:

1. There has been no default under the Financial Agreement by Assignor, or if there are any defaults same are waived as of the Effective Date of this Agreement;

2. There are no payments of any kind due to the Township under the Financial Agreement through the Effective Date;

(c) The Assignee and Assignor have satisfied the requirements of Section 7.01 of the Financial Agreement.

19. Assignment.

(a) Assignor hereby assigns and transfers to the Assignee all of the Assignor's right, title, interest and benefit in and to the Financial Agreement as amended by this Agreement.

3. The Assignee hereby accepts the transfer of the Financial Agreement as amended by this Agreement and assumes all of the obligations of the Assignor thereunder.

4. The Township hereby approves the assignment of the Financial Agreement as amended by this Agreement by the Assignor to the Assignee.

20. Authorizing Ordinance. The terms of Ordinance No. _____ authorizing the assignment of this Agreement under Section 7.01 of the Financial Agreement adopted by the Township Council of the Township on _____, 2015 a copy of which is attached hereto as Exhibit 2.1, are made a part of this Agreement.

21. Miscellaneous.

(a) Except as specifically modified and amended as set forth in this Agreement, the Financial Agreement shall remain unmodified and in full force and effect.

5. This Agreement embodies the entire agreement and understanding among the parties relating to the subject matter hereof.

6. The execution and delivery of this Agreement has been duly authorized by all necessary action of each of the parties hereto and represents the valid and binding act and obligation of each of them, enforceable against each of them in accordance with its terms. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the terms or provisions hereof may be waived, modified or amended, except by an instrument in writing executed by the party to be charged therewith.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and it shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GP 177 MAIN URBAN RENEWAL, L.L.C., as Assignor

_____

WITNESS:

DGP URBAN RENEWAL, LLC, as Assignee

_____ By:_____

WITNESS: **TOWNSHIP OF WEST ORANGE**

_____ By: _____

SCHEDULE 1.1

UPDATED CONSTRUCTION SCHEDULE

Certain demolition, remediation and site work originally commenced in 2009. Construction of the Phase 1 Project is scheduled to commence no later than September 30, 2015 with an anticipated substantial completion date of on or about September 30, 2017.

EXHIBIT 2.1

ORDINANCE #_____ AUTHORIZING AMENDMENT, ASSIGNMENT AND ASSUMPTION OF FINANCIAL AGREEMENT

EXHIBIT 3.1

ASSIGNEE APPLICATION OF DGP URBAN RENWAL, LLC FOR AMENDMENT, ASSIGNMENT AND ASSUMPTION OF FINANCIAL AGREEMENT

WITH

APPLICATION EXHIBIT B.1
UPDATED ESTIMATE OF TOTAL PROJECT COSTS

AND

APPLICATION EXHIBIT G.1
URBAN RENEWAL ENTITY DISCLOSURE CERTIFCATE

EXHIBIT 4.1

CERTIFCATE OF FORMATION OF DGP URBAN RENEWAL LLC

EXHIBIT 5.1

UPDATED FINANCIAL PLAN

EXHIBIT 6.1

UPDATED RENTAL SCHEDULE

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. This ordinance and the titles and salary ranges herein provided shall become effective January 1, 2015 and as indicated above in SECTION 1.

SECTION 4. 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 5. 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: Audust 11, 2015

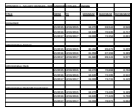
Adopted:

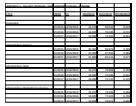
Approved as to form and legality on the
basis of the facts set forth.

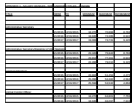
_____
Karen J. Carnevale, Municipal, Clerk

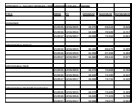
LEGISLATIVE HISTORY

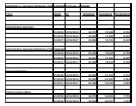
To combine all previous Salary Ordinances and to implement collective bargaining agreements, employment contracts and corrections.

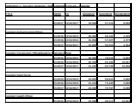


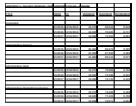


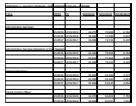


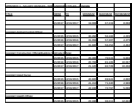


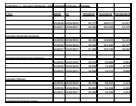


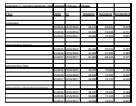


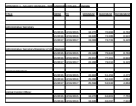


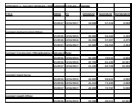


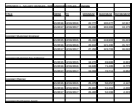


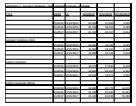


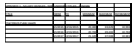


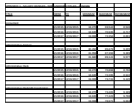


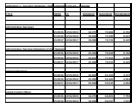


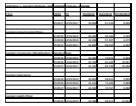


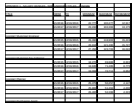


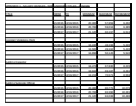


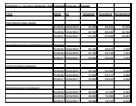


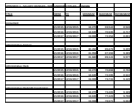


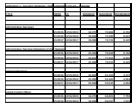


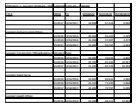


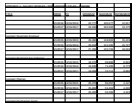


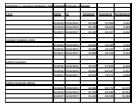


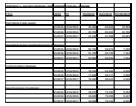


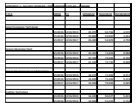


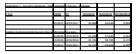


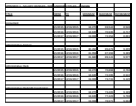


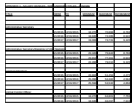


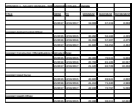


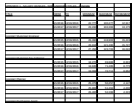


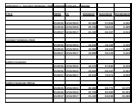


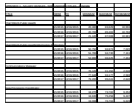


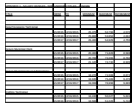


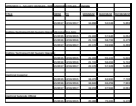


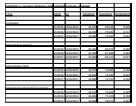


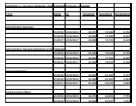


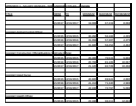


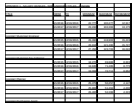


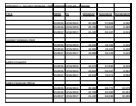


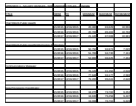


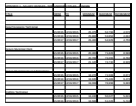


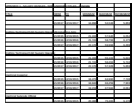


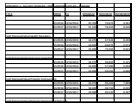


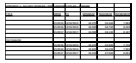


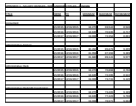


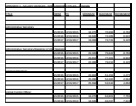


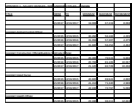


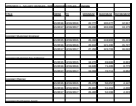


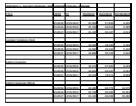


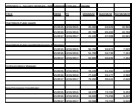


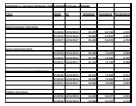


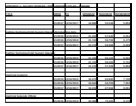


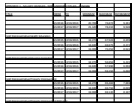


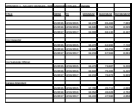


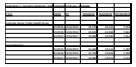


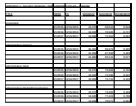


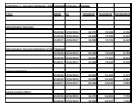


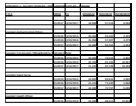


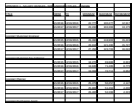


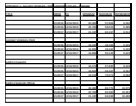


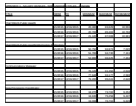


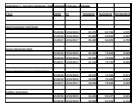


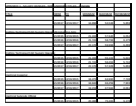


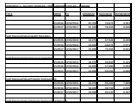


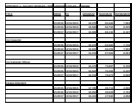


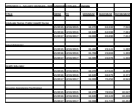


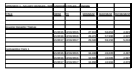


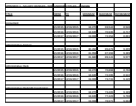


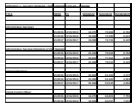


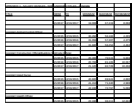


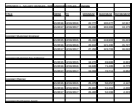


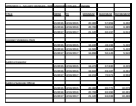


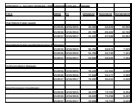


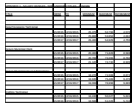


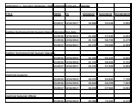


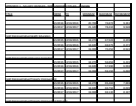


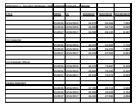


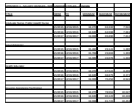


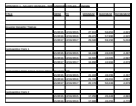


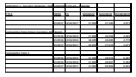


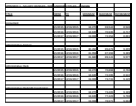


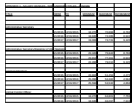


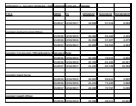


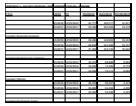


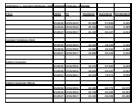


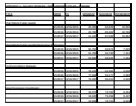


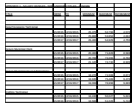


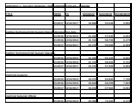


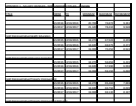


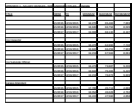


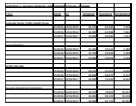


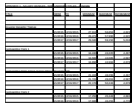


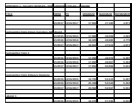


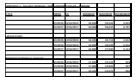


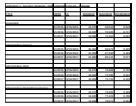


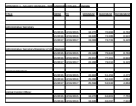


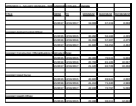


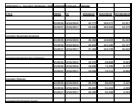


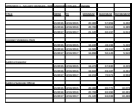


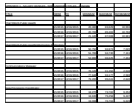


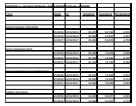


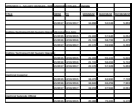


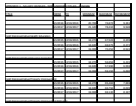


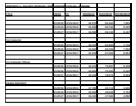


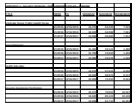


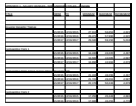


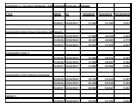


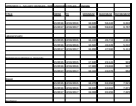


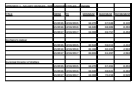


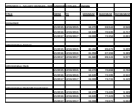


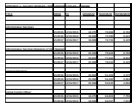


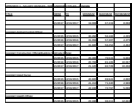


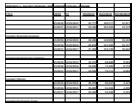


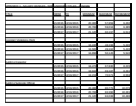


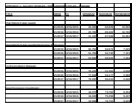


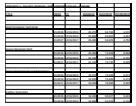


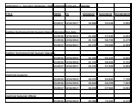


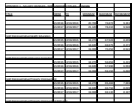


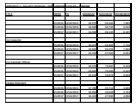


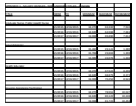


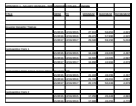


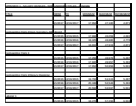


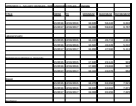


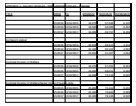


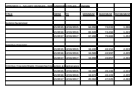


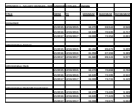


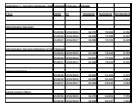


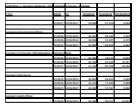


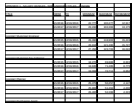


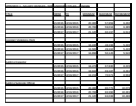


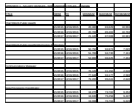


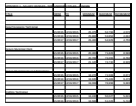


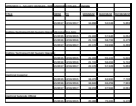


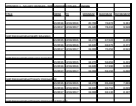


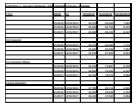


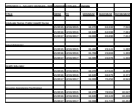


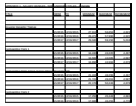


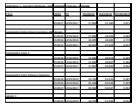


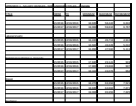


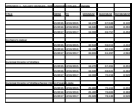


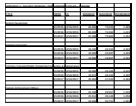


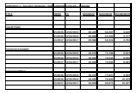


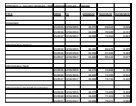


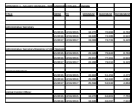


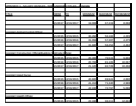


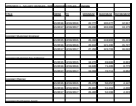


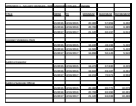


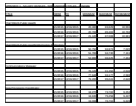


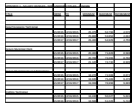


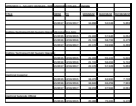


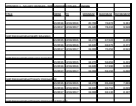


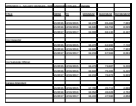


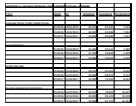


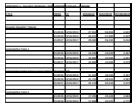


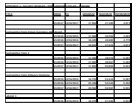


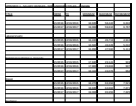


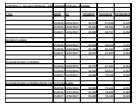


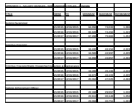


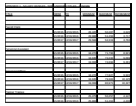


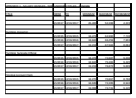


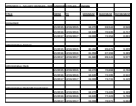


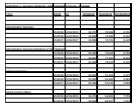


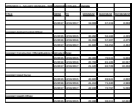


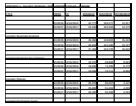


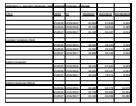


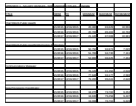


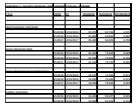


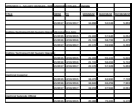


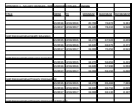


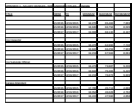


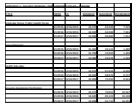


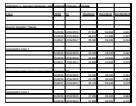


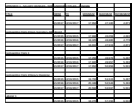


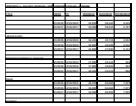


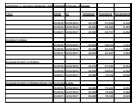


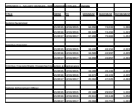


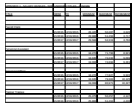


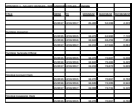


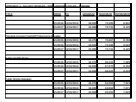


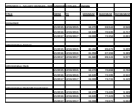


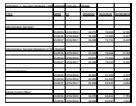


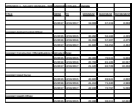


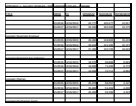


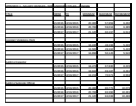


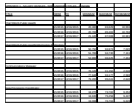


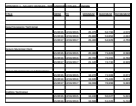


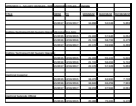


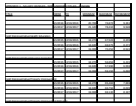


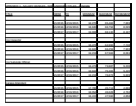


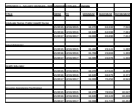


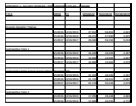


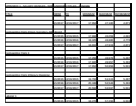


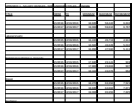


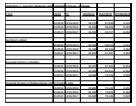


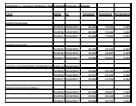


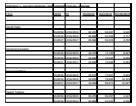


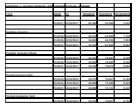


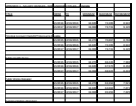


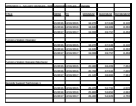


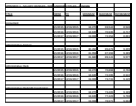


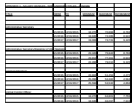


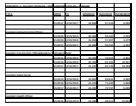


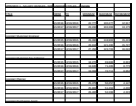


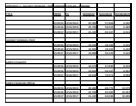


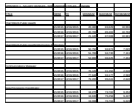


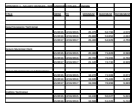


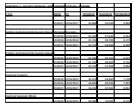


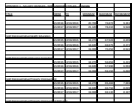


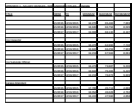


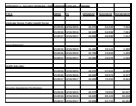


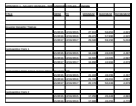


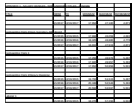


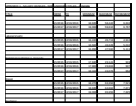


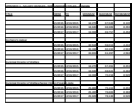


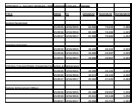


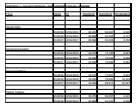


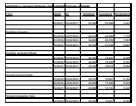


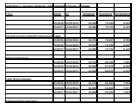


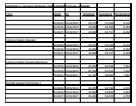


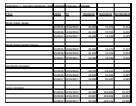


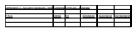


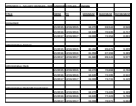


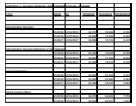


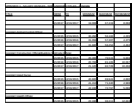


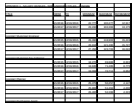


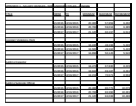


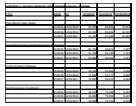


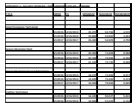


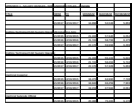


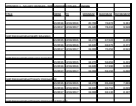


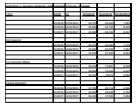


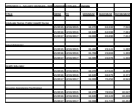


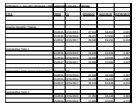


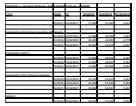


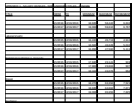


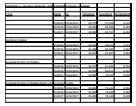


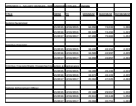


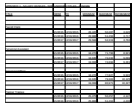


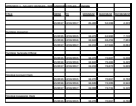


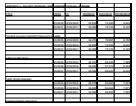


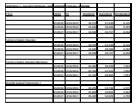


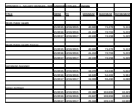


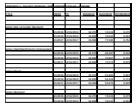


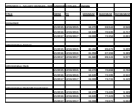


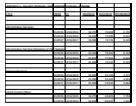


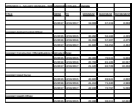


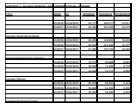


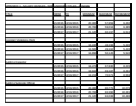


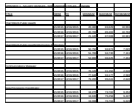


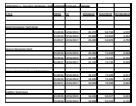


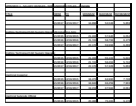


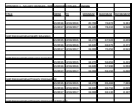


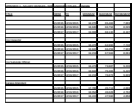


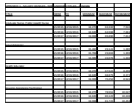


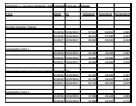


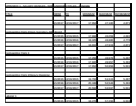


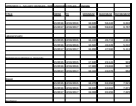


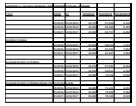


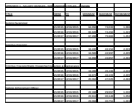


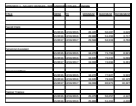


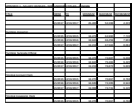


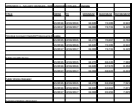


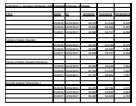


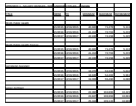


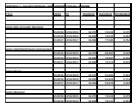


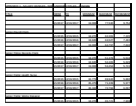


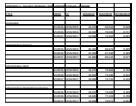


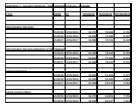


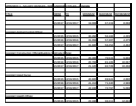


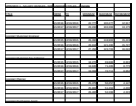


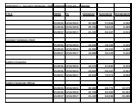


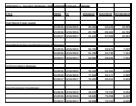


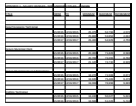


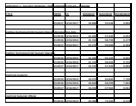


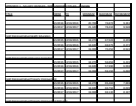


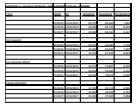


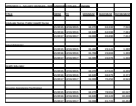


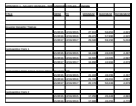


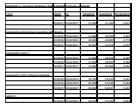


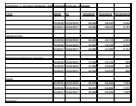


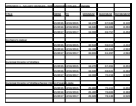


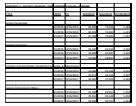


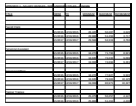


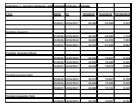


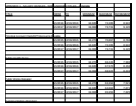


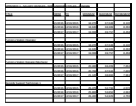


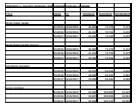


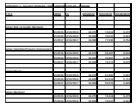


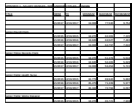


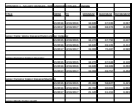


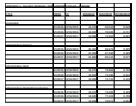


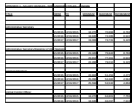


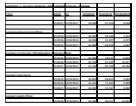


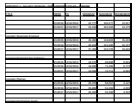


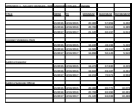


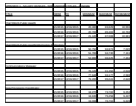


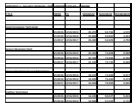


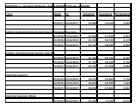


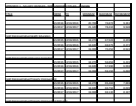


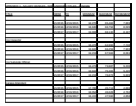


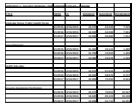


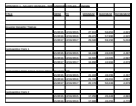


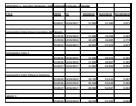


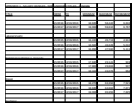


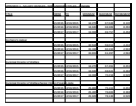


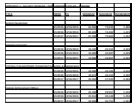


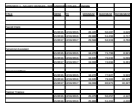


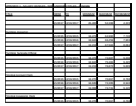


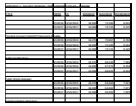


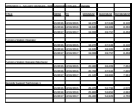


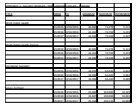


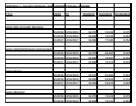


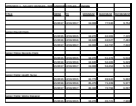


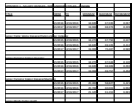


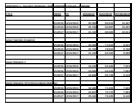


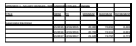


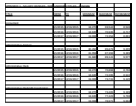


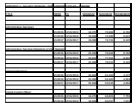


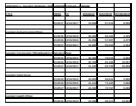


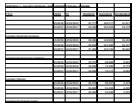


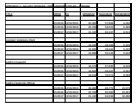


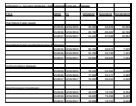


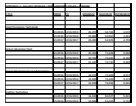


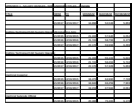


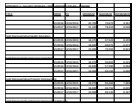


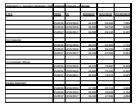


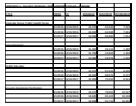


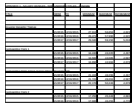


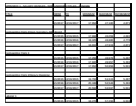


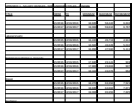


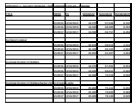


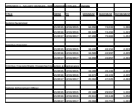


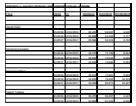


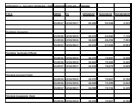


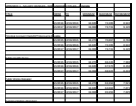


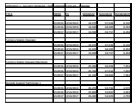


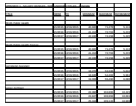


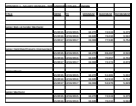


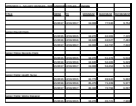


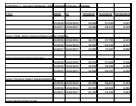


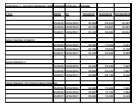


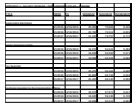


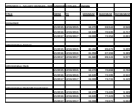


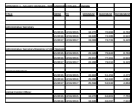


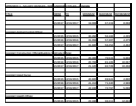


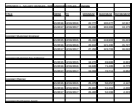


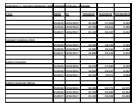


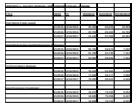


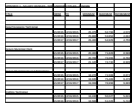


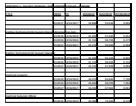


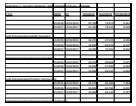


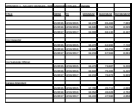


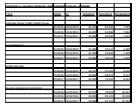


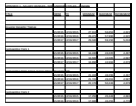


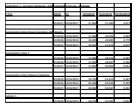


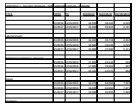


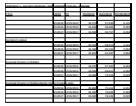


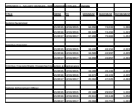


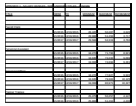


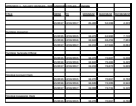


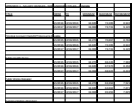


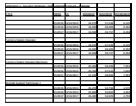


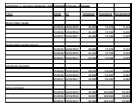


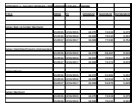


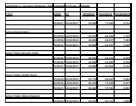


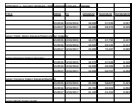


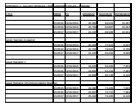


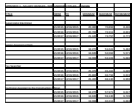


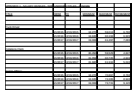












APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Assistant Comptroller						
	1.50%	1/1/2015	12/31/2015	20,300	87,619	11,219.85
	2.00%	1/1/2016	12/31/2016	20,706	90,136	11,571.74
	2.00%	1/1/2017	12/31/2017	21,120	91,939	11,803.18
Assistant Township Attorney						
	0.00%	1/1/2015	12/31/2015	31,500	31,500	-
	0.00%	1/1/2016	12/31/2016	31,500	31,500	-
	0.00%	1/1/2017	12/31/2017	31,500	31,500	-
Assistant Director of Public Works						
	1.50%	1/1/2015	12/31/2015	20,300	98,574	13,046
	2.00%	1/1/2016	12/31/2016	20,706	100,545	13,307
	2.00%	1/1/2017	12/31/2017	21,120	102,556	13,573
Assistant Director of Public Works/Recycling Center Manager/Clean Communities Coordinator						
	1.50%	1/1/2015	12/31/2015	25,375	105,679	13,384
	2.00%	1/1/2016	12/31/2016	25,883	107,792	13,652
	2.00%	1/1/2017	12/31/2017	26,400	109,948	13,925

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TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Assistant Comptroller						
	1.50%	1/1/2015	12/31/2015	20,300	87,619	11,219.85
	2.00%	1/1/2016	12/31/2016	20,706	90,136	11,571.74
	2.00%	1/1/2017	12/31/2017	21,120	91,939	11,803.18
Assistant Township Attorney						
	0.00%	1/1/2015	12/31/2015	31,500	31,500	-
	0.00%	1/1/2016	12/31/2016	31,500	31,500	-
	0.00%	1/1/2017	12/31/2017	31,500	31,500	-
Assistant Director of Public Works						
	1.50%	1/1/2015	12/31/2015	20,300	98,574	13,046
	2.00%	1/1/2016	12/31/2016	20,706	100,545	13,307
	2.00%	1/1/2017	12/31/2017	21,120	102,556	13,573
Assistant Director of Public Works/Recycling Center Manager/Clean Communities Coordinator						
	1.50%	1/1/2015	12/31/2015	25,375	105,679	13,384
	2.00%	1/1/2016	12/31/2016	25,883	107,792	13,652
	2.00%	1/1/2017	12/31/2017	26,400	109,948	13,925

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Business Administrator						
	1.50%	1/1/2015	12/31/2015	30,450	158,293	21,307
	2.00%	1/1/2016	12/31/2016	31,059	161,459	21,733
	2.00%	1/1/2017	12/31/2017	31,680	164,688	22,168
Chief Financial Officer						
	1.50%	1/1/2015	12/31/2015	60,900	150,070	14,862
	2.00%	1/1/2016	12/31/2016	62,118	160,721	16,434
	2.00%	1/1/2017	12/31/2017	63,360	163,936	16,763
Chief Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	38,500	3,083
	0.00%	1/1/2016	12/31/2016	20,000	38,500	3,083
	0.00%	1/1/2017	12/31/2017	20,000	38,500	3,083
Communications Manager						
	1.50%	1/1/2015	12/31/2015	76,125	91,350	2,538
	2.00%	1/1/2016	12/31/2016	77,648	93,177	2,588

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2017	12/31/2017	79,200	95,041	2,640

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Assistant Comptroller						
	1.50%	1/1/2015	12/31/2015	20,300	87,619	11,219.85
	2.00%	1/1/2016	12/31/2016	20,706	90,136	11,571.74
	2.00%	1/1/2017	12/31/2017	21,120	91,939	11,803.18
Assistant Township Attorney						
	0.00%	1/1/2015	12/31/2015	31,500	31,500	-
	0.00%	1/1/2016	12/31/2016	31,500	31,500	-
	0.00%	1/1/2017	12/31/2017	31,500	31,500	-
Assistant Director of Public Works						
	1.50%	1/1/2015	12/31/2015	20,300	98,574	13,046
	2.00%	1/1/2016	12/31/2016	20,706	100,545	13,307
	2.00%	1/1/2017	12/31/2017	21,120	102,556	13,573
Assistant Director of Public Works/Recycling Center Manager/Clean Communities Coordinator						
	1.50%	1/1/2015	12/31/2015	25,375	105,679	13,384
	2.00%	1/1/2016	12/31/2016	25,883	107,792	13,652
	2.00%	1/1/2017	12/31/2017	26,400	109,948	13,925

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Business Administrator						
	1.50%	1/1/2015	12/31/2015	30,450	158,293	21,307
	2.00%	1/1/2016	12/31/2016	31,059	161,459	21,733
	2.00%	1/1/2017	12/31/2017	31,680	164,688	22,168
Chief Financial Officer						
	1.50%	1/1/2015	12/31/2015	60,900	150,070	14,862
	2.00%	1/1/2016	12/31/2016	62,118	160,721	16,434
	2.00%	1/1/2017	12/31/2017	63,360	163,936	16,763
Chief Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	38,500	3,083
	0.00%	1/1/2016	12/31/2016	20,000	38,500	3,083
	0.00%	1/1/2017	12/31/2017	20,000	38,500	3,083
Communications Manager						
	1.50%	1/1/2015	12/31/2015	76,125	91,350	2,538
	2.00%	1/1/2016	12/31/2016	77,648	93,177	2,588

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2017	12/31/2017	79,200	95,041	2,640
Construction Official						
	1.50%	1/1/2015	12/31/2015	22,330	103,853	13,587
	2.00%	1/1/2016	12/31/2016	22,777	105,930	13,859
	2.00%	1/1/2017	12/31/2017	23,232	108,049	14,136
Deputy Municipal Department Head/Information Technology						
	1.50%	1/1/2015	12/31/2015	55,825	98,455	7,105
	2.00%	1/1/2016	12/31/2016	56,942	100,424	7,247
	2.00%	1/1/2017	12/31/2017	58,080	102,433	7,392
Director of Planning and Development						
	1.50%	1/1/2015	12/31/2015	36,540	118,714	13,696
	2.00%	1/1/2016	12/31/2016	37,271	121,088	13,970
	2.00%	1/1/2017	12/31/2017	38,016	123,510	14,249
Director of Public Works						
	1.50%	1/1/2015	12/31/2015	40,600	151,552	18,492

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2016	12/31/2016	41,412	154,583	18,862
	2.00%	1/1/2017	12/31/2017	42,240	157,674	19,239

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Assistant Comptroller						
	1.50%	1/1/2015	12/31/2015	20,300	87,619	11,219.85
	2.00%	1/1/2016	12/31/2016	20,706	90,136	11,571.74
	2.00%	1/1/2017	12/31/2017	21,120	91,939	11,803.18
Assistant Township Attorney						
	0.00%	1/1/2015	12/31/2015	31,500	31,500	-
	0.00%	1/1/2016	12/31/2016	31,500	31,500	-
	0.00%	1/1/2017	12/31/2017	31,500	31,500	-
Assistant Director of Public Works						
	1.50%	1/1/2015	12/31/2015	20,300	98,574	13,046
	2.00%	1/1/2016	12/31/2016	20,706	100,545	13,307
	2.00%	1/1/2017	12/31/2017	21,120	102,556	13,573
Assistant Director of Public Works/Recycling Center Manager/Clean Communities Coordinator						
	1.50%	1/1/2015	12/31/2015	25,375	105,679	13,384
	2.00%	1/1/2016	12/31/2016	25,883	107,792	13,652
	2.00%	1/1/2017	12/31/2017	26,400	109,948	13,925

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Business Administrator						
	1.50%	1/1/2015	12/31/2015	30,450	158,293	21,307
	2.00%	1/1/2016	12/31/2016	31,059	161,459	21,733
	2.00%	1/1/2017	12/31/2017	31,680	164,688	22,168
Chief Financial Officer						
	1.50%	1/1/2015	12/31/2015	60,900	150,070	14,862
	2.00%	1/1/2016	12/31/2016	62,118	160,721	16,434
	2.00%	1/1/2017	12/31/2017	63,360	163,936	16,763
Chief Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	38,500	3,083
	0.00%	1/1/2016	12/31/2016	20,000	38,500	3,083
	0.00%	1/1/2017	12/31/2017	20,000	38,500	3,083
Communications Manager						
	1.50%	1/1/2015	12/31/2015	76,125	91,350	2,538
	2.00%	1/1/2016	12/31/2016	77,648	93,177	2,588

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2017	12/31/2017	79,200	95,041	2,640
Construction Official						
	1.50%	1/1/2015	12/31/2015	22,330	103,853	13,587
	2.00%	1/1/2016	12/31/2016	22,777	105,930	13,859
	2.00%	1/1/2017	12/31/2017	23,232	108,049	14,136
Deputy Municipal Department Head/Information Technology						
	1.50%	1/1/2015	12/31/2015	55,825	98,455	7,105
	2.00%	1/1/2016	12/31/2016	56,942	100,424	7,247
	2.00%	1/1/2017	12/31/2017	58,080	102,433	7,392
Director of Planning and Development						
	1.50%	1/1/2015	12/31/2015	36,540	118,714	13,696
	2.00%	1/1/2016	12/31/2016	37,271	121,088	13,970
	2.00%	1/1/2017	12/31/2017	38,016	123,510	14,249
Director of Public Works						
	1.50%	1/1/2015	12/31/2015	40,600	151,552	18,492

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2016	12/31/2016	41,412	154,583	18,862
	2.00%	1/1/2017	12/31/2017	42,240	157,674	19,239
Director of Recreation						
	1.50%	1/1/2015	12/31/2015	34,510	121,822	14,552
	2.00%	1/1/2016	12/31/2016	35,200	124,258	14,843
	2.00%	1/1/2017	12/31/2017	35,904	126,744	15,140
Fire Chief						
	0.00%	1/1/2015	12/31/2015	66,923	148,371	40,724
	2.00%	1/1/2016	12/31/2016	68,261	151,339	41,539
	2.00%	1/1/2017	12/31/2017	69,627	154,366	42,369
Fire Director						
	1.50%	1/1/2015	12/31/2015	40,600	153,088	18,748
	2.00%	1/1/2016	12/31/2016	41,412	156,150	19,123
	2.00%	1/1/2017	12/31/2017	42,240	159,273	19,505
Health Officer						

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	1.50%	1/1/2015	12/31/2015	38,570	116,161	12,932
	2.00%	1/1/2016	12/31/2016	39,341	118,484	13,190
	2.00%	1/1/2017	12/31/2017	40,128	120,854	13,454

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Assistant Comptroller						
	1.50%	1/1/2015	12/31/2015	20,300	87,619	11,219.85
	2.00%	1/1/2016	12/31/2016	20,706	90,136	11,571.74
	2.00%	1/1/2017	12/31/2017	21,120	91,939	11,803.18
Assistant Township Attorney						
	0.00%	1/1/2015	12/31/2015	31,500	31,500	-
	0.00%	1/1/2016	12/31/2016	31,500	31,500	-
	0.00%	1/1/2017	12/31/2017	31,500	31,500	-
Assistant Director of Public Works						
	1.50%	1/1/2015	12/31/2015	20,300	98,574	13,046
	2.00%	1/1/2016	12/31/2016	20,706	100,545	13,307
	2.00%	1/1/2017	12/31/2017	21,120	102,556	13,573
Assistant Director of Public Works/Recycling Center Manager/Clean Communities Coordinator						
	1.50%	1/1/2015	12/31/2015	25,375	105,679	13,384
	2.00%	1/1/2016	12/31/2016	25,883	107,792	13,652
	2.00%	1/1/2017	12/31/2017	26,400	109,948	13,925

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Business Administrator						
	1.50%	1/1/2015	12/31/2015	30,450	158,293	21,307
	2.00%	1/1/2016	12/31/2016	31,059	161,459	21,733
	2.00%	1/1/2017	12/31/2017	31,680	164,688	22,168
Chief Financial Officer						
	1.50%	1/1/2015	12/31/2015	60,900	150,070	14,862
	2.00%	1/1/2016	12/31/2016	62,118	160,721	16,434
	2.00%	1/1/2017	12/31/2017	63,360	163,936	16,763
Chief Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	38,500	3,083
	0.00%	1/1/2016	12/31/2016	20,000	38,500	3,083
	0.00%	1/1/2017	12/31/2017	20,000	38,500	3,083
Communications Manager						
	1.50%	1/1/2015	12/31/2015	76,125	91,350	2,538
	2.00%	1/1/2016	12/31/2016	77,648	93,177	2,588

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2017	12/31/2017	79,200	95,041	2,640
Construction Official						
	1.50%	1/1/2015	12/31/2015	22,330	103,853	13,587
	2.00%	1/1/2016	12/31/2016	22,777	105,930	13,859
	2.00%	1/1/2017	12/31/2017	23,232	108,049	14,136
Deputy Municipal Department Head/Information Technology						
	1.50%	1/1/2015	12/31/2015	55,825	98,455	7,105
	2.00%	1/1/2016	12/31/2016	56,942	100,424	7,247
	2.00%	1/1/2017	12/31/2017	58,080	102,433	7,392
Director of Planning and Development						
	1.50%	1/1/2015	12/31/2015	36,540	118,714	13,696
	2.00%	1/1/2016	12/31/2016	37,271	121,088	13,970
	2.00%	1/1/2017	12/31/2017	38,016	123,510	14,249
Director of Public Works						
	1.50%	1/1/2015	12/31/2015	40,600	151,552	18,492

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2016	12/31/2016	41,412	154,583	18,862
	2.00%	1/1/2017	12/31/2017	42,240	157,674	19,239
Director of Recreation						
	1.50%	1/1/2015	12/31/2015	34,510	121,822	14,552
	2.00%	1/1/2016	12/31/2016	35,200	124,258	14,843
	2.00%	1/1/2017	12/31/2017	35,904	126,744	15,140
Fire Chief						
	0.00%	1/1/2015	12/31/2015	66,923	148,371	40,724
	2.00%	1/1/2016	12/31/2016	68,261	151,339	41,539
	2.00%	1/1/2017	12/31/2017	69,627	154,366	42,369
Fire Director						
	1.50%	1/1/2015	12/31/2015	40,600	153,088	18,748
	2.00%	1/1/2016	12/31/2016	41,412	156,150	19,123
	2.00%	1/1/2017	12/31/2017	42,240	159,273	19,505
Health Officer						

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	1.50%	1/1/2015	12/31/2015	38,570	116,161	12,932
	2.00%	1/1/2016	12/31/2016	39,341	118,484	13,190
	2.00%	1/1/2017	12/31/2017	40,128	120,854	13,454
Health Officer/Right to Know Coordinator						
	1.50%	1/1/2015	12/31/2015	43,493	121,083	12,932
	2.00%	1/1/2016	12/31/2016	44,363	123,505	13,190
	2.00%	1/1/2017	12/31/2017	45,250	125,975	13,454
Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	34,000	2,333
	0.00%	1/1/2016	12/31/2016	20,000	34,000	2,333
	0.00%	1/1/2017	12/31/2017	20,000	34,000	2,333
Municipal Clerk						
	1.50%	1/1/2015	12/31/2015	68,513	123,243	9,122
	2.00%	1/1/2016	12/31/2016	69,883	125,708	9,304
	2.00%	1/1/2017	12/31/2017	71,280	128,222	9,490

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Municipal Court Administrator						
	1.50%	1/1/2015	12/31/2015	40,600	104,619	10,670
	2.00%	1/1/2016	12/31/2016	41,412	106,711	10,883
	2.00%	1/1/2017	12/31/2017	42,240	108,845	11,101

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Assistant Comptroller						
	1.50%	1/1/2015	12/31/2015	20,300	87,619	11,219.85
	2.00%	1/1/2016	12/31/2016	20,706	90,136	11,571.74
	2.00%	1/1/2017	12/31/2017	21,120	91,939	11,803.18
Assistant Township Attorney						
	0.00%	1/1/2015	12/31/2015	31,500	31,500	-
	0.00%	1/1/2016	12/31/2016	31,500	31,500	-
	0.00%	1/1/2017	12/31/2017	31,500	31,500	-
Assistant Director of Public Works						
	1.50%	1/1/2015	12/31/2015	20,300	98,574	13,046
	2.00%	1/1/2016	12/31/2016	20,706	100,545	13,307
	2.00%	1/1/2017	12/31/2017	21,120	102,556	13,573
Assistant Director of Public Works/Recycling Center Manager/Clean Communities Coordinator						
	1.50%	1/1/2015	12/31/2015	25,375	105,679	13,384
	2.00%	1/1/2016	12/31/2016	25,883	107,792	13,652
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APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Business Administrator						
	1.50%	1/1/2015	12/31/2015	30,450	158,293	21,307
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	2.00%	1/1/2017	12/31/2017	31,680	164,688	22,168
Chief Financial Officer						
	1.50%	1/1/2015	12/31/2015	60,900	150,070	14,862
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	2.00%	1/1/2017	12/31/2017	63,360	163,936	16,763
Chief Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	38,500	3,083
	0.00%	1/1/2016	12/31/2016	20,000	38,500	3,083
	0.00%	1/1/2017	12/31/2017	20,000	38,500	3,083
Communications Manager						
	1.50%	1/1/2015	12/31/2015	76,125	91,350	2,538
	2.00%	1/1/2016	12/31/2016	77,648	93,177	2,588

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2017	12/31/2017	79,200	95,041	2,640
Construction Official						
	1.50%	1/1/2015	12/31/2015	22,330	103,853	13,587
	2.00%	1/1/2016	12/31/2016	22,777	105,930	13,859
	2.00%	1/1/2017	12/31/2017	23,232	108,049	14,136
Deputy Municipal Department Head/Information Technology						
	1.50%	1/1/2015	12/31/2015	55,825	98,455	7,105
	2.00%	1/1/2016	12/31/2016	56,942	100,424	7,247
	2.00%	1/1/2017	12/31/2017	58,080	102,433	7,392
Director of Planning and Development						
	1.50%	1/1/2015	12/31/2015	36,540	118,714	13,696
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Director of Public Works						
	1.50%	1/1/2015	12/31/2015	40,600	151,552	18,492

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2016	12/31/2016	41,412	154,583	18,862
	2.00%	1/1/2017	12/31/2017	42,240	157,674	19,239
Director of Recreation						
	1.50%	1/1/2015	12/31/2015	34,510	121,822	14,552
	2.00%	1/1/2016	12/31/2016	35,200	124,258	14,843
	2.00%	1/1/2017	12/31/2017	35,904	126,744	15,140
Fire Chief						
	0.00%	1/1/2015	12/31/2015	66,923	148,371	40,724
	2.00%	1/1/2016	12/31/2016	68,261	151,339	41,539
	2.00%	1/1/2017	12/31/2017	69,627	154,366	42,369
Fire Director						
	1.50%	1/1/2015	12/31/2015	40,600	153,088	18,748
	2.00%	1/1/2016	12/31/2016	41,412	156,150	19,123
	2.00%	1/1/2017	12/31/2017	42,240	159,273	19,505
Health Officer						

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	1.50%	1/1/2015	12/31/2015	38,570	116,161	12,932
	2.00%	1/1/2016	12/31/2016	39,341	118,484	13,190
	2.00%	1/1/2017	12/31/2017	40,128	120,854	13,454
Health Officer/Right to Know Coordinator						
	1.50%	1/1/2015	12/31/2015	43,493	121,083	12,932
	2.00%	1/1/2016	12/31/2016	44,363	123,505	13,190
	2.00%	1/1/2017	12/31/2017	45,250	125,975	13,454
Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	34,000	2,333
	0.00%	1/1/2016	12/31/2016	20,000	34,000	2,333
	0.00%	1/1/2017	12/31/2017	20,000	34,000	2,333
Municipal Clerk						
	1.50%	1/1/2015	12/31/2015	68,513	123,243	9,122
	2.00%	1/1/2016	12/31/2016	69,883	125,708	9,304
	2.00%	1/1/2017	12/31/2017	71,280	128,222	9,490

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Municipal Court Administrator						
	1.50%	1/1/2015	12/31/2015	40,600	104,619	10,670
	2.00%	1/1/2016	12/31/2016	41,412	106,711	10,883
	2.00%	1/1/2017	12/31/2017	42,240	108,845	11,101
Municipal Engineer/Director of Public Works						
	1.50%	1/1/2015	12/31/2015	40,600	151,552	18,492
	2.00%	1/1/2016	12/31/2016	41,412	154,583	18,862
	2.00%	1/1/2017	12/31/2017	42,240	157,674	19,239
Municipal Engineer/Director of Public Works/Assessment Search Officer						
	1.50%	1/1/2015	12/31/2015	43,138	154,089	18,492
	2.00%	1/1/2016	12/31/2016	44,000	157,171	18,862
	2.00%	1/1/2017	12/31/2017	44,880	160,314	19,239
Municipal Department Head						
	1.50%	1/1/2015	12/31/2015	36,540	118,714	13,696
	2.00%	1/1/2016	12/31/2016	37,271	121,088	13,970
	2.00%	1/1/2017	12/31/2017	38,016	123,510	14,249

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Optometrist						
	1.50%	1/1/2015	12/31/2015	41,564	81,086	6,587
	2.00%	1/1/2016	12/31/2016	42,396	82,708	6,719
	2.00%	1/1/2017	12/31/2017	43,243	84,362	6,853

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Assistant Comptroller						
	1.50%	1/1/2015	12/31/2015	20,300	87,619	11,219.85
	2.00%	1/1/2016	12/31/2016	20,706	90,136	11,571.74
	2.00%	1/1/2017	12/31/2017	21,120	91,939	11,803.18
Assistant Township Attorney						
	0.00%	1/1/2015	12/31/2015	31,500	31,500	-
	0.00%	1/1/2016	12/31/2016	31,500	31,500	-
	0.00%	1/1/2017	12/31/2017	31,500	31,500	-
Assistant Director of Public Works						
	1.50%	1/1/2015	12/31/2015	20,300	98,574	13,046
	2.00%	1/1/2016	12/31/2016	20,706	100,545	13,307
	2.00%	1/1/2017	12/31/2017	21,120	102,556	13,573
Assistant Director of Public Works/Recycling Center Manager/Clean Communities Coordinator						
	1.50%	1/1/2015	12/31/2015	25,375	105,679	13,384
	2.00%	1/1/2016	12/31/2016	25,883	107,792	13,652
	2.00%	1/1/2017	12/31/2017	26,400	109,948	13,925

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Business Administrator						
	1.50%	1/1/2015	12/31/2015	30,450	158,293	21,307
	2.00%	1/1/2016	12/31/2016	31,059	161,459	21,733
	2.00%	1/1/2017	12/31/2017	31,680	164,688	22,168
Chief Financial Officer						
	1.50%	1/1/2015	12/31/2015	60,900	150,070	14,862
	2.00%	1/1/2016	12/31/2016	62,118	160,721	16,434
	2.00%	1/1/2017	12/31/2017	63,360	163,936	16,763
Chief Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	38,500	3,083
	0.00%	1/1/2016	12/31/2016	20,000	38,500	3,083
	0.00%	1/1/2017	12/31/2017	20,000	38,500	3,083
Communications Manager						
	1.50%	1/1/2015	12/31/2015	76,125	91,350	2,538
	2.00%	1/1/2016	12/31/2016	77,648	93,177	2,588

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2017	12/31/2017	79,200	95,041	2,640
Construction Official						
	1.50%	1/1/2015	12/31/2015	22,330	103,853	13,587
	2.00%	1/1/2016	12/31/2016	22,777	105,930	13,859
	2.00%	1/1/2017	12/31/2017	23,232	108,049	14,136
Deputy Municipal Department Head/Information Technology						
	1.50%	1/1/2015	12/31/2015	55,825	98,455	7,105
	2.00%	1/1/2016	12/31/2016	56,942	100,424	7,247
	2.00%	1/1/2017	12/31/2017	58,080	102,433	7,392
Director of Planning and Development						
	1.50%	1/1/2015	12/31/2015	36,540	118,714	13,696
	2.00%	1/1/2016	12/31/2016	37,271	121,088	13,970
	2.00%	1/1/2017	12/31/2017	38,016	123,510	14,249
Director of Public Works						
	1.50%	1/1/2015	12/31/2015	40,600	151,552	18,492

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2016	12/31/2016	41,412	154,583	18,862
	2.00%	1/1/2017	12/31/2017	42,240	157,674	19,239
Director of Recreation						
	1.50%	1/1/2015	12/31/2015	34,510	121,822	14,552
	2.00%	1/1/2016	12/31/2016	35,200	124,258	14,843
	2.00%	1/1/2017	12/31/2017	35,904	126,744	15,140
Fire Chief						
	0.00%	1/1/2015	12/31/2015	66,923	148,371	40,724
	2.00%	1/1/2016	12/31/2016	68,261	151,339	41,539
	2.00%	1/1/2017	12/31/2017	69,627	154,366	42,369
Fire Director						
	1.50%	1/1/2015	12/31/2015	40,600	153,088	18,748
	2.00%	1/1/2016	12/31/2016	41,412	156,150	19,123
	2.00%	1/1/2017	12/31/2017	42,240	159,273	19,505
Health Officer						

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	1.50%	1/1/2015	12/31/2015	38,570	116,161	12,932
	2.00%	1/1/2016	12/31/2016	39,341	118,484	13,190
	2.00%	1/1/2017	12/31/2017	40,128	120,854	13,454
Health Officer/Right to Know Coordinator						
	1.50%	1/1/2015	12/31/2015	43,493	121,083	12,932
	2.00%	1/1/2016	12/31/2016	44,363	123,505	13,190
	2.00%	1/1/2017	12/31/2017	45,250	125,975	13,454
Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	34,000	2,333
	0.00%	1/1/2016	12/31/2016	20,000	34,000	2,333
	0.00%	1/1/2017	12/31/2017	20,000	34,000	2,333
Municipal Clerk						
	1.50%	1/1/2015	12/31/2015	68,513	123,243	9,122
	2.00%	1/1/2016	12/31/2016	69,883	125,708	9,304
	2.00%	1/1/2017	12/31/2017	71,280	128,222	9,490

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Municipal Court Administrator						
	1.50%	1/1/2015	12/31/2015	40,600	104,619	10,670
	2.00%	1/1/2016	12/31/2016	41,412	106,711	10,883
	2.00%	1/1/2017	12/31/2017	42,240	108,845	11,101
Municipal Engineer/Director of Public Works						
	1.50%	1/1/2015	12/31/2015	40,600	151,552	18,492
	2.00%	1/1/2016	12/31/2016	41,412	154,583	18,862
	2.00%	1/1/2017	12/31/2017	42,240	157,674	19,239
Municipal Engineer/Director of Public Works/Assessment Search Officer						
	1.50%	1/1/2015	12/31/2015	43,138	154,089	18,492
	2.00%	1/1/2016	12/31/2016	44,000	157,171	18,862
	2.00%	1/1/2017	12/31/2017	44,880	160,314	19,239
Municipal Department Head						
	1.50%	1/1/2015	12/31/2015	36,540	118,714	13,696
	2.00%	1/1/2016	12/31/2016	37,271	121,088	13,970
	2.00%	1/1/2017	12/31/2017	38,016	123,510	14,249

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Optometrist						
	1.50%	1/1/2015	12/31/2015	41,564	81,086	6,587
	2.00%	1/1/2016	12/31/2016	42,396	82,708	6,719
	2.00%	1/1/2017	12/31/2017	43,243	84,362	6,853
Police Chief						
	0.00%	1/1/2015	12/31/2015	84,651	160,571	37,960
	2.00%	1/1/2016	12/31/2016	86,344	163,783	38,719
	2.00%	1/1/2017	12/31/2017	88,071	167,058	39,494
Police Director						
	1.50%	1/1/2015	12/31/2015	56,014	137,890	13,646
	2.00%	1/1/2016	12/31/2016	57,134	140,648	13,919
	2.00%	1/1/2017	12/31/2017	58,277	143,461	14,197
Public Health Physician						
	1.50%	1/1/2015	12/31/2015	41,564	81,086	6,587
	2.00%	1/1/2016	12/31/2016	42,396	82,708	6,719

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2017	12/31/2017	43,243	84,362	6,853
Purchasing Agent						
	1.50%	1/1/2015	12/31/2015	22,330	95,663	12,222
	2.00%	1/1/2016	12/31/2016	22,777	97,576	12,467
	2.00%	1/1/2017	12/31/2017	23,232	99,527	12,716

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Assistant Comptroller						
	1.50%	1/1/2015	12/31/2015	20,300	87,619	11,219.85
	2.00%	1/1/2016	12/31/2016	20,706	90,136	11,571.74
	2.00%	1/1/2017	12/31/2017	21,120	91,939	11,803.18
Assistant Township Attorney						
	0.00%	1/1/2015	12/31/2015	31,500	31,500	-
	0.00%	1/1/2016	12/31/2016	31,500	31,500	-
	0.00%	1/1/2017	12/31/2017	31,500	31,500	-
Assistant Director of Public Works						
	1.50%	1/1/2015	12/31/2015	20,300	98,574	13,046
	2.00%	1/1/2016	12/31/2016	20,706	100,545	13,307
	2.00%	1/1/2017	12/31/2017	21,120	102,556	13,573
Assistant Director of Public Works/Recycling Center Manager/Clean Communities Coordinator						
	1.50%	1/1/2015	12/31/2015	25,375	105,679	13,384
	2.00%	1/1/2016	12/31/2016	25,883	107,792	13,652
	2.00%	1/1/2017	12/31/2017	26,400	109,948	13,925

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Business Administrator						
	1.50%	1/1/2015	12/31/2015	30,450	158,293	21,307
	2.00%	1/1/2016	12/31/2016	31,059	161,459	21,733
	2.00%	1/1/2017	12/31/2017	31,680	164,688	22,168
Chief Financial Officer						
	1.50%	1/1/2015	12/31/2015	60,900	150,070	14,862
	2.00%	1/1/2016	12/31/2016	62,118	160,721	16,434
	2.00%	1/1/2017	12/31/2017	63,360	163,936	16,763
Chief Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	38,500	3,083
	0.00%	1/1/2016	12/31/2016	20,000	38,500	3,083
	0.00%	1/1/2017	12/31/2017	20,000	38,500	3,083
Communications Manager						
	1.50%	1/1/2015	12/31/2015	76,125	91,350	2,538
	2.00%	1/1/2016	12/31/2016	77,648	93,177	2,588

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2017	12/31/2017	79,200	95,041	2,640
Construction Official						
	1.50%	1/1/2015	12/31/2015	22,330	103,853	13,587
	2.00%	1/1/2016	12/31/2016	22,777	105,930	13,859
	2.00%	1/1/2017	12/31/2017	23,232	108,049	14,136
Deputy Municipal Department Head/Information Technology						
	1.50%	1/1/2015	12/31/2015	55,825	98,455	7,105
	2.00%	1/1/2016	12/31/2016	56,942	100,424	7,247
	2.00%	1/1/2017	12/31/2017	58,080	102,433	7,392
Director of Planning and Development						
	1.50%	1/1/2015	12/31/2015	36,540	118,714	13,696
	2.00%	1/1/2016	12/31/2016	37,271	121,088	13,970
	2.00%	1/1/2017	12/31/2017	38,016	123,510	14,249
Director of Public Works						
	1.50%	1/1/2015	12/31/2015	40,600	151,552	18,492

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2016	12/31/2016	41,412	154,583	18,862
	2.00%	1/1/2017	12/31/2017	42,240	157,674	19,239
Director of Recreation						
	1.50%	1/1/2015	12/31/2015	34,510	121,822	14,552
	2.00%	1/1/2016	12/31/2016	35,200	124,258	14,843
	2.00%	1/1/2017	12/31/2017	35,904	126,744	15,140
Fire Chief						
	0.00%	1/1/2015	12/31/2015	66,923	148,371	40,724
	2.00%	1/1/2016	12/31/2016	68,261	151,339	41,539
	2.00%	1/1/2017	12/31/2017	69,627	154,366	42,369
Fire Director						
	1.50%	1/1/2015	12/31/2015	40,600	153,088	18,748
	2.00%	1/1/2016	12/31/2016	41,412	156,150	19,123
	2.00%	1/1/2017	12/31/2017	42,240	159,273	19,505
Health Officer						

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	1.50%	1/1/2015	12/31/2015	38,570	116,161	12,932
	2.00%	1/1/2016	12/31/2016	39,341	118,484	13,190
	2.00%	1/1/2017	12/31/2017	40,128	120,854	13,454
Health Officer/Right to Know Coordinator						
	1.50%	1/1/2015	12/31/2015	43,493	121,083	12,932
	2.00%	1/1/2016	12/31/2016	44,363	123,505	13,190
	2.00%	1/1/2017	12/31/2017	45,250	125,975	13,454
Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	34,000	2,333
	0.00%	1/1/2016	12/31/2016	20,000	34,000	2,333
	0.00%	1/1/2017	12/31/2017	20,000	34,000	2,333
Municipal Clerk						
	1.50%	1/1/2015	12/31/2015	68,513	123,243	9,122
	2.00%	1/1/2016	12/31/2016	69,883	125,708	9,304
	2.00%	1/1/2017	12/31/2017	71,280	128,222	9,490

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Municipal Court Administrator						
	1.50%	1/1/2015	12/31/2015	40,600	104,619	10,670
	2.00%	1/1/2016	12/31/2016	41,412	106,711	10,883
	2.00%	1/1/2017	12/31/2017	42,240	108,845	11,101
Municipal Engineer/Director of Public Works						
	1.50%	1/1/2015	12/31/2015	40,600	151,552	18,492
	2.00%	1/1/2016	12/31/2016	41,412	154,583	18,862
	2.00%	1/1/2017	12/31/2017	42,240	157,674	19,239
Municipal Engineer/Director of Public Works/Assessment Search Officer						
	1.50%	1/1/2015	12/31/2015	43,138	154,089	18,492
	2.00%	1/1/2016	12/31/2016	44,000	157,171	18,862
	2.00%	1/1/2017	12/31/2017	44,880	160,314	19,239
Municipal Department Head						
	1.50%	1/1/2015	12/31/2015	36,540	118,714	13,696
	2.00%	1/1/2016	12/31/2016	37,271	121,088	13,970
	2.00%	1/1/2017	12/31/2017	38,016	123,510	14,249

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Optometrist						
	1.50%	1/1/2015	12/31/2015	41,564	81,086	6,587
	2.00%	1/1/2016	12/31/2016	42,396	82,708	6,719
	2.00%	1/1/2017	12/31/2017	43,243	84,362	6,853
Police Chief						
	0.00%	1/1/2015	12/31/2015	84,651	160,571	37,960
	2.00%	1/1/2016	12/31/2016	86,344	163,783	38,719
	2.00%	1/1/2017	12/31/2017	88,071	167,058	39,494
Police Director						
	1.50%	1/1/2015	12/31/2015	56,014	137,890	13,646
	2.00%	1/1/2016	12/31/2016	57,134	140,648	13,919
	2.00%	1/1/2017	12/31/2017	58,277	143,461	14,197
Public Health Physician						
	1.50%	1/1/2015	12/31/2015	41,564	81,086	6,587
	2.00%	1/1/2016	12/31/2016	42,396	82,708	6,719

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2017	12/31/2017	43,243	84,362	6,853
Purchasing Agent						
	1.50%	1/1/2015	12/31/2015	22,330	95,663	12,222
	2.00%	1/1/2016	12/31/2016	22,777	97,576	12,467
	2.00%	1/1/2017	12/31/2017	23,232	99,527	12,716
Superintendent of Municipal Parks						
	1.50%	1/1/2015	12/31/2015	26,390	93,166	11,129
	2.00%	1/1/2016	12/30/2016	26,918	95,029	11,352
	2.00%	1/1/2017	1/1/2018	27,456	96,930	11,579
Superintendent of Public Works						
	1.50%	1/1/2015	12/31/2015	26,390	93,166	11,129
	2.00%	1/1/2016	12/30/2016	26,918	95,029	11,352
	2.00%	1/1/2017	1/1/2018	27,456	96,930	11,579
Tax Assessor						
	1.50%	1/1/2015	12/31/2015	22,330	107,945	14,269

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2016	12/31/2016	22,777	115,204	15,405
	2.00%	1/1/2017	12/31/2017	23,232	117,508	15,713
Tax Collector						
	1.50%	1/1/2015	12/31/2015	24,360	102,197	12,973
	2.00%	1/1/2016	12/31/2016	24,847	111,891	14,507
	2.00%	1/1/2017	12/31/2017	25,344	114,129	14,797

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Assistant Comptroller						
	1.50%	1/1/2015	12/31/2015	20,300	87,619	11,219.85
	2.00%	1/1/2016	12/31/2016	20,706	90,136	11,571.74
	2.00%	1/1/2017	12/31/2017	21,120	91,939	11,803.18
Assistant Township Attorney						
	0.00%	1/1/2015	12/31/2015	31,500	31,500	-
	0.00%	1/1/2016	12/31/2016	31,500	31,500	-
	0.00%	1/1/2017	12/31/2017	31,500	31,500	-
Assistant Director of Public Works						
	1.50%	1/1/2015	12/31/2015	20,300	98,574	13,046
	2.00%	1/1/2016	12/31/2016	20,706	100,545	13,307
	2.00%	1/1/2017	12/31/2017	21,120	102,556	13,573
Assistant Director of Public Works/Recycling Center Manager/Clean Communities Coordinator						
	1.50%	1/1/2015	12/31/2015	25,375	105,679	13,384
	2.00%	1/1/2016	12/31/2016	25,883	107,792	13,652
	2.00%	1/1/2017	12/31/2017	26,400	109,948	13,925

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Business Administrator						
	1.50%	1/1/2015	12/31/2015	30,450	158,293	21,307
	2.00%	1/1/2016	12/31/2016	31,059	161,459	21,733
	2.00%	1/1/2017	12/31/2017	31,680	164,688	22,168
Chief Financial Officer						
	1.50%	1/1/2015	12/31/2015	60,900	150,070	14,862
	2.00%	1/1/2016	12/31/2016	62,118	160,721	16,434
	2.00%	1/1/2017	12/31/2017	63,360	163,936	16,763
Chief Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	38,500	3,083
	0.00%	1/1/2016	12/31/2016	20,000	38,500	3,083
	0.00%	1/1/2017	12/31/2017	20,000	38,500	3,083
Communications Manager						
	1.50%	1/1/2015	12/31/2015	76,125	91,350	2,538
	2.00%	1/1/2016	12/31/2016	77,648	93,177	2,588

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2017	12/31/2017	79,200	95,041	2,640
Construction Official						
	1.50%	1/1/2015	12/31/2015	22,330	103,853	13,587
	2.00%	1/1/2016	12/31/2016	22,777	105,930	13,859
	2.00%	1/1/2017	12/31/2017	23,232	108,049	14,136
Deputy Municipal Department Head/Information Technology						
	1.50%	1/1/2015	12/31/2015	55,825	98,455	7,105
	2.00%	1/1/2016	12/31/2016	56,942	100,424	7,247
	2.00%	1/1/2017	12/31/2017	58,080	102,433	7,392
Director of Planning and Development						
	1.50%	1/1/2015	12/31/2015	36,540	118,714	13,696
	2.00%	1/1/2016	12/31/2016	37,271	121,088	13,970
	2.00%	1/1/2017	12/31/2017	38,016	123,510	14,249
Director of Public Works						
	1.50%	1/1/2015	12/31/2015	40,600	151,552	18,492

APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2016	12/31/2016	41,412	154,583	18,862
	2.00%	1/1/2017	12/31/2017	42,240	157,674	19,239
Director of Recreation						
	1.50%	1/1/2015	12/31/2015	34,510	121,822	14,552
	2.00%	1/1/2016	12/31/2016	35,200	124,258	14,843
	2.00%	1/1/2017	12/31/2017	35,904	126,744	15,140
Fire Chief						
	0.00%	1/1/2015	12/31/2015	66,923	148,371	40,724
	2.00%	1/1/2016	12/31/2016	68,261	151,339	41,539
	2.00%	1/1/2017	12/31/2017	69,627	154,366	42,369
Fire Director						
	1.50%	1/1/2015	12/31/2015	40,600	153,088	18,748
	2.00%	1/1/2016	12/31/2016	41,412	156,150	19,123
	2.00%	1/1/2017	12/31/2017	42,240	159,273	19,505
Health Officer						

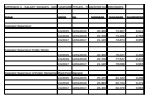
APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	1.50%	1/1/2015	12/31/2015	38,570	116,161	12,932
	2.00%	1/1/2016	12/31/2016	39,341	118,484	13,190
	2.00%	1/1/2017	12/31/2017	40,128	120,854	13,454
Health Officer/Right to Know Coordinator						
	1.50%	1/1/2015	12/31/2015	43,493	121,083	12,932
	2.00%	1/1/2016	12/31/2016	44,363	123,505	13,190
	2.00%	1/1/2017	12/31/2017	45,250	125,975	13,454
Judge of the Municipal Court						
	0.00%	1/1/2015	12/31/2015	20,000	34,000	2,333
	0.00%	1/1/2016	12/31/2016	20,000	34,000	2,333
	0.00%	1/1/2017	12/31/2017	20,000	34,000	2,333
Municipal Clerk						
	1.50%	1/1/2015	12/31/2015	68,513	123,243	9,122
	2.00%	1/1/2016	12/31/2016	69,883	125,708	9,304
	2.00%	1/1/2017	12/31/2017	71,280	128,222	9,490

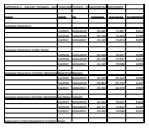
APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Municipal Court Administrator						
	1.50%	1/1/2015	12/31/2015	40,600	104,619	10,670
	2.00%	1/1/2016	12/31/2016	41,412	106,711	10,883
	2.00%	1/1/2017	12/31/2017	42,240	108,845	11,101
Municipal Engineer/Director of Public Works						
	1.50%	1/1/2015	12/31/2015	40,600	151,552	18,492
	2.00%	1/1/2016	12/31/2016	41,412	154,583	18,862
	2.00%	1/1/2017	12/31/2017	42,240	157,674	19,239
Municipal Engineer/Director of Public Works/Assessment Search Officer						
	1.50%	1/1/2015	12/31/2015	43,138	154,089	18,492
	2.00%	1/1/2016	12/31/2016	44,000	157,171	18,862
	2.00%	1/1/2017	12/31/2017	44,880	160,314	19,239
Municipal Department Head						
	1.50%	1/1/2015	12/31/2015	36,540	118,714	13,696
	2.00%	1/1/2016	12/31/2016	37,271	121,088	13,970
	2.00%	1/1/2017	12/31/2017	38,016	123,510	14,249

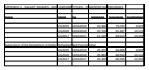
APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Optometrist						
	1.50%	1/1/2015	12/31/2015	41,564	81,086	6,587
	2.00%	1/1/2016	12/31/2016	42,396	82,708	6,719
	2.00%	1/1/2017	12/31/2017	43,243	84,362	6,853
Police Chief						
	0.00%	1/1/2015	12/31/2015	84,651	160,571	37,960
	2.00%	1/1/2016	12/31/2016	86,344	163,783	38,719
	2.00%	1/1/2017	12/31/2017	88,071	167,058	39,494
Police Director						
	1.50%	1/1/2015	12/31/2015	56,014	137,890	13,646
	2.00%	1/1/2016	12/31/2016	57,134	140,648	13,919
	2.00%	1/1/2017	12/31/2017	58,277	143,461	14,197
Public Health Physician						
	1.50%	1/1/2015	12/31/2015	41,564	81,086	6,587
	2.00%	1/1/2016	12/31/2016	42,396	82,708	6,719

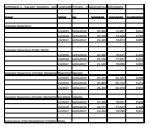
APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2017	12/31/2017	43,243	84,362	6,853
Purchasing Agent						
	1.50%	1/1/2015	12/31/2015	22,330	95,663	12,222
	2.00%	1/1/2016	12/31/2016	22,777	97,576	12,467
	2.00%	1/1/2017	12/31/2017	23,232	99,527	12,716
Superintendent of Municipal Parks						
	1.50%	1/1/2015	12/31/2015	26,390	93,166	11,129
	2.00%	1/1/2016	12/30/2016	26,918	95,029	11,352
	2.00%	1/1/2017	1/1/2018	27,456	96,930	11,579
Superintendent of Public Works						
	1.50%	1/1/2015	12/31/2015	26,390	93,166	11,129
	2.00%	1/1/2016	12/30/2016	26,918	95,029	11,352
	2.00%	1/1/2017	1/1/2018	27,456	96,930	11,579
Tax Assessor						
	1.50%	1/1/2015	12/31/2015	22,330	107,945	14,269

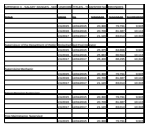
APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES						
TITLE	%	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
	2.00%	1/1/2016	12/31/2016	22,777	115,204	15,405
	2.00%	1/1/2017	12/31/2017	23,232	117,508	15,713
Tax Collector						
	1.50%	1/1/2015	12/31/2015	24,360	102,197	12,973
	2.00%	1/1/2016	12/31/2016	24,847	111,891	14,507
	2.00%	1/1/2017	12/31/2017	25,344	114,129	14,797
Township Attorney						
	0.00%	1/1/2015	12/31/2015	42,500	42,500	-
	0.00%	1/1/2016	12/31/2016	42,500	42,500	-
	0.00%	1/1/2017	12/31/2017	42,500	42,500	-
Zoning Officer/Planning Supervisor						
	1.50%	1/1/2015	12/31/2015	18,270	75,942	9,612
	2.00%	1/1/2016	12/31/2016	18,635	82,561	10,654
	2.00%	1/1/2017	12/31/2017	19,008	84,212	10,867

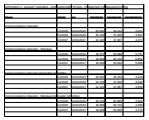


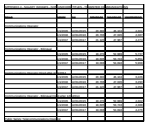


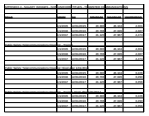


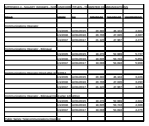


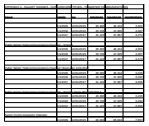




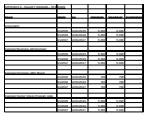


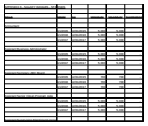


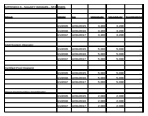


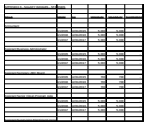


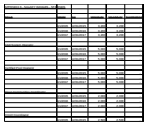
APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY				
TITLE	FROM	TO	MINIMUM	MAXIMUM
Engineering Aide Hourly				
	1/1/2015	12/31/2015	4.00	10.00
	1/1/2016	12/31/2016	4.00	10.00
	1/1/2017	12/31/2017	4.00	10.00
Life Guard Hourly				
	1/1/2015	12/31/2015	7.50	13.00
	1/1/2016	12/31/2016	7.50	13.00
	1/1/2017	12/31/2017	7.50	13.00
Park Caretaker Hourly				
	1/1/2015	12/31/2015	-	10.55
	1/1/2016	12/31/2016	-	10.55
	1/1/2017	12/31/2017	-	10.55
Recreation Leader Hourly				
	1/1/2015	12/31/2015	4.25	11.00
	1/1/2016	12/31/2016	4.25	11.00
	1/1/2017	12/31/2017	4.25	11.00
Recreation Program Coordinator Hourly				
	1/1/2015	12/31/2015	12.00	21.00
	1/1/2016	12/31/2016	12.00	21.00
	1/1/2017	12/31/2017	12.00	21.00
Recreation Supervisor Hourly				
	1/1/2015	12/31/2015	12.00	21.00
	1/1/2016	12/31/2016	12.00	21.00
	1/1/2017	12/31/2017	12.00	21.00
School Traffic Guard (No Benefits Guard) Hourly				
	1/1/2015	12/31/2015	12.74	20.87
	1/1/2016	12/31/2016	12.74	20.87
	1/1/2017	12/31/2017	12.74	20.87
School Traffic Guard (Benefit Guard) Hourly				
	1/1/2015	12/31/2015	16.05	16.05
	1/1/2016	12/31/2016	16.05	16.05
	1/1/2017	12/31/2017	16.05	16.05

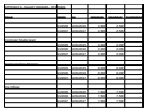


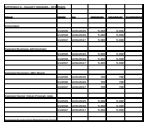


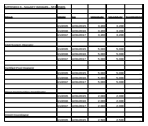


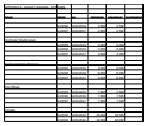


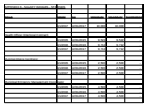


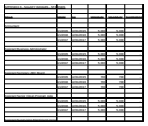


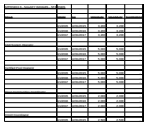


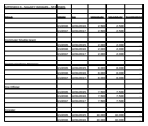


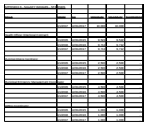


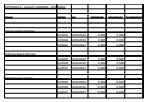


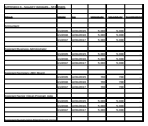


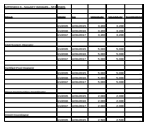


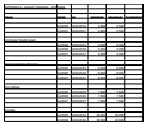


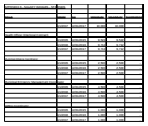


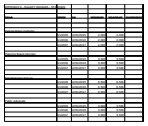


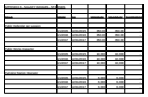


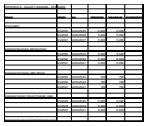


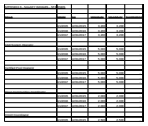


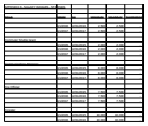


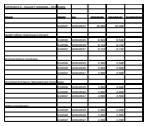


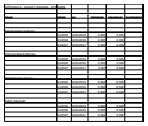


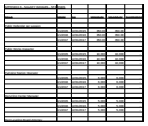


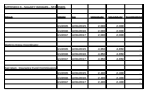


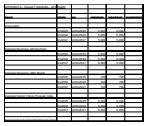


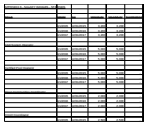


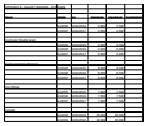


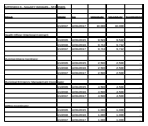


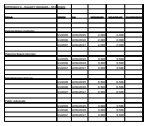


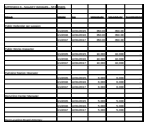


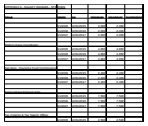


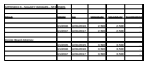


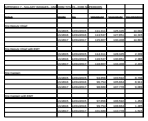


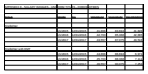


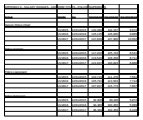












APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE					
TITLE	FROM	TO	MINIMUM	MAXIMUM	INCREMENT
Police Officer					
	1/1/2015	12/31/2015	52,938	87,870	5,822
	1/1/2016	12/31/2016	53,996	89,628	5,939
	1/1/2017	12/31/2017	55,076	91,420	6,057
Police Officer Hired after 2/28/2014					
	1/1/2015	12/31/2015	52,938	87,870	4,367
	1/1/2016	12/31/2016	53,996	89,628	4,454
	1/1/2017	12/31/2017	55,076	91,420	4,543
Police Officer Training Step					
	1/1/2015	12/31/2015	43,065	43,065	0
	1/1/2016	12/31/2016	43,927	43,927	0
	1/1/2017	12/31/2017	44,805	44,805	0

2460-15

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2, RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion,* **bold type denotes addition):**

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
18 Dean Street **Joyce extending northerly.**	**1**	**Beginning 193 feet north of the northerly curbline of Street extended and 20 feet**
46 Riggs Place	**1**	**Beginning 96 feet west of the westerly curbline of Kingsley Street extended and extending 18 feet westerly.**

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not effect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

_____
ROBERT D. PARISI, MAYOR

_____
JERRY GUARINO, COUNCIL PRESIDENT

Introduced: August 11, 2015

Adopted: September 8, 2015

Approved as to form on the basis of the facts provided.

_____
Karen J. Carnevale
Municipal Clerk

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 18 Dean Street and 46 Riggs Place. By adopting this Ordinance, the Township will establish handicapped parking stalls adjacent to these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as a Restricted Parking Zone.

2461-15

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.1, HANDICAPPED PARKING ON STREETS, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-32.1, Handicapped Parking on Streets, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	Side	No. of Spaces	Location
Harrison Avenue and	**Northwest**	**1**	**Beginning 40 feet southwest of the southwesterly curbline of Maple Street extended extending 18 feet southwesterly.**
High Street	**East**	**1**	**Beginning 35 feet south of the southerly curbline of Ridge Avenue extended and extending 25 feet southerly.**

Section 2. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with the law.

_____

ROBERT D. PARISI, MAYOR

_____

JERRY GUARINO, COUNCIL PRESIDENT

Introduced: August 11, 2015

Adopted: September 8, 2015

Approved as to form on the basis of the facts provided.

_____

Karen J. Carnevale
Municipal Clerk

LEGISLATIVE HISTORY

This Ordinance creates two on street handicapped parking spaces, known as Restricted Parking Spaces under N.J.S.A 39:4-197.5. One stall will assist a resident at 49 Harrison Avenue with a Disabled Persons Identification issued by the New Jersey Motor Vehicle Commission. This will be created on the northwesterly side of Harrison Avenue just southwest of its intersection with Maple Street. This resident resides in a mixed use multifamily building, and the application of N.J.S.A. 39:4-197.6, Restricted Parking Zone, would not be appropriate. The second stall will be located on the westerly side of High Street in front of the First Shiloh Baptist Church at street number 135 just south of Ridge Avenue. This stall will be available for members of the Church. These two stalls while assisting a resident of 49 Harrison Avenue and members of the First Shiloh Baptist Church at 135 High Street will be available to anyone with a NJMVC Disabled Persons Identification with a corresponding special vehicle identification card.

2462-15

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-10.1, STOPPING OR STANDING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-10.1, Stopping or Standing Prohibited During Certain Hours on Certain Streets, of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	Sides	Hours	Location
Mountain Drive	**South and West**	**All**	**Entire Length.**
Mountain Drive	**North and East**	**All**	**Beginning at the westerly curbline of Highwood Road extended and extending 450 feet west and north.**
Mountain Drive	**East**	**All**	**Beginning at the northerly terminus of Mountain Drive and extending 120 feet southerly.**

Section 2. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

_____

ROBERT D. PARISI, MAYOR

_____

JERRY GUARINO, COUNCIL PRESIDENT

Introduced: August 11, 2015

Adopted: September 8, 2015

Approved as to form on the basis of the facts provided.

_____

Karen J. Carnevale
Municipal Clerk

LEGISLATIVE HISTORY

Although Mountain Drive was recently improved with new curb and a wider paved cartway, it is only 24 feet wide and it cannot accommodate vehicles parked on both sides. This Ordinance prohibits stopping or standing on the south and west sides of Mountain Drive for its entire length. Also, on the north and east sides stopping or standing will be prohibited near Highwood Road where Mountain Drive has several curves, and at the end of the road where stopping or standing will be prohibited to facilitate "K" turns by vehicles.

August 5, 2015

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **AMENDMENT TO CHAPTER 7, TRAFFIC STOPPING OR STANDING PROHIBITED**

Mayor Parisi, Council President Guarino, Ladies and Gentlemen:

Attached please find an Ordinance to amend Chapter 7, Traffic, Subsection 7-10.1, Stopping or Standing Prohibited. This proposed regulation pertains to Mountain Drive which was improved last year with curb and new pavement. However, the road is only 24 feet wide which is not adequate for parking on both sides. This Ordinance will prohibit stopping or standing on the south and west sides of the roadway for its entire length. On the north and east side, stopping or standing will be prohibited near Highwood Road where several curves in the roadway exist, and at the northerly end of the street. This road is a dead end without a turnaround and this prohibition will facilitate "K" turns by vehicles at the northerly terminus.

If you have any questions, please call me.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.

cc: John K. Sayers
John Gross
Police Chief James Abbott
Police Officer Scott Smarsh