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W4/5485

AGREEMENT OF SETTLEMENT AND MUTUAL RELEASE

I. DEFINITIONS

As used in this Agreement of Settlement and Mutual Release (hereinafter "Agreement"), the following terms shall have the meanings set forth below:

"Meagher" refers to Gary Meagher, an individual and the owner of the property known as 161 Woodland Avenue, Mullica Hill, New Jersey (Plaintiff in this Dispute).

"Harrison" refers to the Township of Harrison, a municipality in the State of New Jersey, with an address of 114 Bridgeton Pike, Mullica Hill, New Jersey. (Defendant in this Dispute).

"Procacci" refers to Procacci Development Co., Procacci Development Co., MiPro Homes, LLC, Michael Procacci, Jr. and any other entities in which Michael Procacci, Jr. has any interest. (Defendant/Third-Party Plaintiff in this Dispute) doing business at 239 Taunton Boulevard #A, Medford, New Jersey.

"CES" refers to Consulting Engineer Services, doing business at 150 Delsea Drive, Suite 1, Sewell, New Jersey (Third-Party Defendant in this Dispute).

"Blenheim" refers Blenheim Construction Company, doing business as 302 Independence Boulevard, Sicklerville, New Jersey (Third-Party Defendant in this Dispute).

"Project" means the planning, design, construction, inspection, and any and all phases and aspects related to the residential development Woodland Creek Estates, located in Harrison Township, New Jersey.

"Dispute" refers to the lawsuit filed by Meagher captioned Meagher v. Township of Harrison, et al., filed in the Superior Court of New Jersey, Chancery Division, Gloucester County, docket C-11-11, including all third-party complaints and counterclaims.

"Parties" or "Party" refers to Meagher, Harrison, Procacci, CES and Blenheim as defined above.

II. SETTLEMENT AGREEMENT AND MUTUAL RELEASE

WHEREAS, this Settlement Agreement and Mutual Release (the "Agreement") is made and executed as of this day of November, 2011 by and between the Parties; and

WHEREAS, the Parties intend finally, completely and totally to resolve all known and unknown matters between and among themselves relative to the Project, that have arisen or occurred up to and including the date of this Agreement, and which may arise afterwards; and

WHEREAS, the Parties agree that this Agreement and Mutual Release and the consideration given therefore constitute the compromise of disputed claims, a compromise that is not to be construed, deemed or used either as an admission that any claim or defense has or lacks merits or as an admission of liability on the part of any Party, each Party specifically denying and disclaiming wrongdoing of any kind whatsoever; and

WHEREAS, the Parties enter this Agreement and Mutual Release in order to avoid the expense, inconvenience and distraction of protracted litigation of the Dispute and finally put to rest claims between and among themselves alleged or that might have been alleged in the Dispute, or which may arise in the future;

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, and intending to be legally bound, the Parties agree as follows:

1. Payment and Consideration.

a. Within thirty (30) days of the date of the execution of this Agreement and Mutual Release, Harrison and Blenheim shall each pay to Meagher the total sum of \$17,500.00. These payments shall be made by check payable to "Gary Meagher" and shall be delivered to counsel for plaintiff, John W. Trimble, Jr., Esquire.

b. Within thirty (30) days of the date of the execution of this Agreement and Mutual Release, Procacci shall pay to Meagher the total sum of \$25,000.00. This payment shall be made by check payable to "Gary Meagher" and shall be delivered to counsel for plaintiff, John W. Trimble, Jr., Esquire.

c. Within thirty (30) days of the date of the execution of this Agreement and Mutual Release, CES shall pay to Meagher the total sum of \$10,000.00. This payment shall be made by check payable to "Gary Meagher" and shall be delivered to counsel for plaintiff, John W. Trimble, Jr., Esquire.

2. Release of Claims.

Meagher, including his heirs, successors, assigns and any entity in which he maintains an interest, Harrison, Procacci, CES and Blenheim hereby release, remises and forever discharges each other, jointly and severally, of and from any and all manner of actions, causes of action, suits, petitions, motions, debts, dues, sums of money, accounts, costs, expenses, covenants, contracts, controversies, promises, trespasses, damages, agreements, rights, judgments, claims and demands of whatsoever kind or nature in law or in equity, direct or indirect, known or unknown, matured or not matured, which Meagher, Harrison, Procacci, CES and Blenheim alone or in combination with others, has, had, shall or may have against each other, jointly and severally arising out of or relating to the Project and Dispute.

This Agreement specifically release all claims of the Parties against each other resulting from anything which has happened up to now, including those of which they are not aware and those not mentioned in this Agreement.

3. Stipulations of Dismissal With Prejudice. As part of the consideration exchanged among the Parties for this Settlement Agreement and Mutual Release, the Parties agree to execute stipulations of dismissal with prejudice of all claims between the Parties as set forth in the Dispute.

4. No Admission of Liability. This Agreement is made as a compromise of disputed claims and is not an admission of liability or liability producing conduct by any of the Parties. Rather the Agreement is made for the purpose of ending claims and disputes between and among the Parties.

5. Future Actions. The patties agree to take such further action as may be reasonably necessary in the future to implement and give effect to the terms of this Settlement Agreement and Release.

6. Choice of Law. The laws of the State of New Jersey shall govern the validity, construction and interpretation of the Agreement.

7. Jurisdiction. The Parties agree to the jurisdiction of the Superior Court of New Jersey, Gloucester County, to enforce the terms of this Agreement.

8. Authority to Bind. By the signature of its duly authorized representative below, each of the Parties hereto warrants and represents that it has full power and authority to enter into and execute this Agreement; that its respective representative has entered into and executed this Agreement of his/her own free will and volition, and without any coercion or duress exerted by any person or entity, particularly any of the Parties hereto; that each party has had full and unrestricted access to legal counsel prior to executing this Agreement and Mutual Release for the purpose of obtaining advice concerning the ramifications and effects thereof; that there are no promises, representations, warranties or assurances, either written or oral, on which any of the Parties hereto is relying upon in entering this Agreement and Mutual Release other than those set forth in this Agreement and Mutual Release.

9. Signing of the Agreement and Mutual Release. This Settlement Agreement and Mutual Release may be signed in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute and be one and the same instrument. Photocopy and facsimile signatures shall have the same force and effect as the original.

ATTEST:

On Behalf of The Township of
Harrison

STATE OF NEW JERSEY:
: SS
COUNTY OF GLOUCESTER:

I certify that on November , 2011,
personally came before me and acknowledged under oath to my
satisfaction that this person personally signed this document,
and signed, sealed and delivered this document as his or her act
and deed or on behalf of his/her respective Party.

(Print name and title below signature)

ATTEST:

On Behalf of Procacci
Development Co.

STATE OF NEW JERSEY :
: SS
COUNTY OF GLOUCESTER:

I certify that on November, 2011,
personally came before me and acknowledged under oath to my
satisfaction that this person personally signed this document,
and signed, sealed and delivered this document as his or her act
and deed or on behalf of his/her respective Party.

(Print name and title below signature)

ATTEST:

On Behalf of Consulting
Engineer Services

STATE OF NEW JERSEY:
: SS
COUNTY OF GLOUCESTER:

I certify that on November , 2011,
personally came before me and acknowledged under oath to my
satisfaction that this person personally signed this document,
and signed, sealed and delivered this document as his or her act
and deed or on behalf of his/her respective Party.

(Print name and title below signature)

ATTEST:

On Behalf of Blenheim
Construction Company

STATE OF NEW JERSEY :
: SS
COUNTY OF GLOUCESTER:

I certify that on November, 2011,
personally came before me and acknowledged under oath to my
satisfaction that this person personally signed this document,
and signed, sealed and delivered this document as his or her act
and deed or on behalf of his/her respective Party.

(Print name and title below signature)

Robert A. Baxter, Esquire
WARDELL, CRAIG, ANNIN & BAXTER, LLP
41 Grove Street
Haddonfield, NJ 08033
(856) 795-2220
*Attorneys for Defendant
Township of Harrison*

RECEIVED & FILED

APR 16 1992

SUPERIOR COURT OF NJ
GLOUCESTER COUNTY CIVIL PART

GARY MEAGHER,

Plaintiff,

v.

TOWNSHIP OF HARRISON AND
PROCACCI DEVELOPMENT CO.
JOHN DOE 1-10, ABC CORPORATION 1-
10 and XYZ PARTNERSHIPS,

Defendants.

and

PROCACCI DEVELOPMENT CO.,

Third-Party Plaintiff,

v.

CONSULTING ENGINEER SERVICES and
BLENHEIM CONSTRUCTION, INC.,

Third-Party Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION/GLOUCESTER
COUNTY

Civil Action

Docket No.: GLO-CH-11-11

STIPULATION OF DISMISSAL WITH
PREJUDICE

The matter in difference in the above-captioned action having been amicably
adjusted by and between the parties, it is hereby stipulated and agreed that the same be
and is hereby dismissed with prejudice and without costs against either party.

TRIMBLE & ARMANO



John Trimble, Esquire
*Attorney for Plaintiff
Gary Mcagher*

Date: 1/27/12

WARDELL, CRAIG, ANNIN & BAXTER, LLP



Robert A. Baxter, Esquire
*Attorney for Defendant
Township of Harrison*

Date: 2/1/12

BARON & BRENNAN

Jeffrey Brennan, Esquire
*Attorneys for Defendant/Third-Party
Plaintiff Procacci Development Co*

Date:

LEARY, BRIDE, TINKER & MORAN

Mark Bongiovanni, Esquire
*Attorneys for Defendant/Third-Party
Plaintiff
Procacci Development Co*

Date:

THOMPSON BECKER & BOTHWELL, LLC

Joseph T. Ciampoli, Esq
*Attorneys for Third-Party Defendant
Consulting Engineering Services*

Date:

LAW OFFICES OF MICHAEL J. DUNN, LLC

Michael P. Dorsey, Esquire
Attorneys for Blenheim Construction, Inc

Date:

TRIMBLE & ARMANO

John Trimble, Esquire
Attorney for Plaintiff
Gary Meagher

Date:

BARON & BRENNAN

Jeffrey Brennan, Esquire
Attorneys for Defendant/Third-Party
Plaintiff Procacci Development Co

Date: 1-26-12

THOMPSON BECKER & BOTHWELL, LLC

Joseph T. Ciampoli, Esq.
Attorneys for Third-Party Defendant
Consulting Engineering Services

Date:

WARDELL, CRAIG, ANNNIN & BAXTER, LLP

Robert A. Baxter, Esquire
Attorney for Defendant
Township of Harrison

Date:

LEARY, BRIDE, TINKER & MORAN

Mark Bongiovanni, Esquire
Attorneys for Defendant/Third-Party
Plaintiff
Procacci Development Co

Date:

LAW OFFICES OF MICHAEL J. DUNN, LLC

Michael P. Dorsey, Esquire
Attorneys for Blenheim Construction, Inc.

Date: 1/26/12

TRIMBLE & ARMANO

John Trimble, Esquire
Attorney for Plaintiff
Gary Mcagher

Date:

WARDELL, CRAIG, ANNIN & BAXTER, LLP

Robert A. Baxter, Esquire
Attorney for Defendant
Township of Harrison

Date:

BARON & BRENNAN

Jeffrey Brennan, Esquire
Attorneys for Defendant/Third-Party
Plaintiff Procacci Development Co

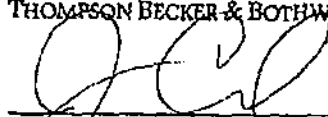
Date:

LEARY, BRIDE, TINKER & MORAN

Mark Bongiovanni, Esquire
Attorneys for Defendant/Third-Party
Plaintiff
Procacci Development Co

Date:

THOMPSON BECKER & BOTHWELL, LLC



Joseph T. Ciampoli, Esq.
Attorneys for Third-Party Defendant
Consulting Engineering Services

Date: 1/26/12

LAW OFFICES OF MICHAEL J. DUNN, LLC

Michael P. Dorsey, Esquire
Attorneys for Blenheim Construction, Inc.

Date:

BARON & BRENNAN

Jeffrey Brennan, Esquire
*Attorneys for Defendant/Third-Party
Plaintiff Procacci Development Co*

Date:

THOMPSON BECKER & BOTHWELL, LLC

Joseph T. Ciampoli, Esq.
*Attorneys for Third-Party Defendant
Consulting Engineering Services*

Date:

LEARY, BRIDE, TINKER & MORAN



Mark Bongiovanni, Esquire
*Attorneys for Defendant/Third-Party
Plaintiff
Procacci Development Co*

Date: 1/26/2012

Todd J. Gelfand, Esquire
BARKER, GELFAND & JAMES
A Professional Corporation
The Laurelwood Corporate Center
1101 Laurel Oak Road ~ Suite 110
Voorhees, New Jersey 08043
(856) 874-0555

TGelfand@BarkerLawFirm.net

Our File Number: 48600-04

Attorney for Defendants, the Township of Harrison, Mayor Louis Manzo; Business Administrator Carole Rieck; Deputy Mayor Dennis Clowney; Committeeman Donald Heim; David Undercuffler; and, Chief of Police Frank Rodgers, Jointly, Severally, and in the Alternative

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY - CAMDEN**

SERGEANT GEORGE E. MARRA,
Plaintiff,
v.

TOWNSHIP OF HARRISON;
MAYOR LOUIS MANZO;
BUSINESS ADMINISTRATOR CAROLE RIECK;
DEPUTY MAYOR DENNIS CLOWNEY;
COMMITTEEMAN DONALD HEIM;
DAVID UNDERCUFFLER; and,
POLICE CHIEF FRANK RODGERS

Defendants.

Civil Action Number:
12-cv-02863

NEGOTIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE

1. The parties to this Negotiated Settlement Agreement and General Release (the "Agreement") are **GEORGE MARRA**, ("Plaintiff"), and **TOWNSHIP OF HARRISON** ("Defendant"). This

Agreement is the product of negotiation and compromise between Plaintiff and Defendants.

2. Plaintiff and Defendants have chosen to enter into the Agreement in order to avoid further proceedings with respect to certain claims that Plaintiff has made against Defendants, and respective representative(s), insurer(s), agent(s), officer(s), director(s) commissioner(s), servant(s), attorney(s) and employee(s) of the municipality from any and all causes of action, claims and/or demands of every type, whether known or unknown, sustained or allegedly sustained, presented or which may have been presented by anyone and/or all of them arising from or in any way connected with any of the matters alleged by anyone or more of them in the civil action filed in United States District Court for the District of New Jersey known as Sergeant George E. Marra v. Township of Harrison, Mayor Louis Manzo; Carole Rieck; Deputy Mayor Dennis Clowney; Committeeman Donald Heim and David Undercuffler having docket number 1:12-cv-02863-JBS-AMD (the "Litigation"). References herein to "the Complaint" shall refer to the Second Amended Complaint in the matter.

3. Plaintiff understands and agrees that Defendants deny each and every allegation of wrongdoing made by Plaintiff in the above-captioned matter currently pending the litigation, including but not limited to, Plaintiff's claims of violation(s)

of the Conscientious Employee Protection Act, N.J.S.A. 34:19-1 to -8.

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

5. In exchange for the promises made by Defendants herein, Plaintiff:

A. Agrees that all claims in the litigation shall first be dismissed without prejudice as to Defendants Mayor Louis Manzo; Carole Rieck; Deputy Mayor Dennis Clowney; Committeeman Donald Heim, Chief of Police Frank Rodgers (retired) and David Undercuffler. Upon payment of the amount specified hereinafter within this release, said dismissal may at any party's option become and shall be considered as between the parties as dismissal with prejudice. Should an application with the court be necessary to convert the dismissal to a dismissal with prejudice at any time after Plaintiff Marra's receipt of the settlement funds specified herein, then in that case Plaintiff Marra waives any right to contest any such motion.

B. Plaintiff agrees to also first dismiss, without prejudice, the claims in the Complaint insofar as those claims allege specifically that the promotion process for the position

of Chief of Police to replace retiring Chief of Police Frank Rodgers was conducted in such a way as to be an act of retaliation or reprisal as alleged in the Complaint. As with the dismissal of the individual defendants in the matter, upon payment of the amount specified hereinafter within this release, said dismissal may at any party's option become and shall be considered as between the parties as dismissal with prejudice. Should an application with the court be necessary to convert the dismissal to a dismissal with prejudice at any time after Plaintiff Marra's receipt of the settlement funds specified herein, then in that case Plaintiff Marra waives any right to contest any such motion.

C. In the event that Defendants do not follow through and comply with the terms of this release as set forth herein, then in that event, as to any claim specified herein which is being dismissed without prejudice, such claim may be reinstated by application by Plaintiff and Defendants waive any right to oppose reinstatement of the claims in the event of non-compliance with the terms of this agreement. Defendants in that instance do not waive defenses to or in the ongoing action thereafter, but rather waive the right to contest the application to vacate the dismissal without prejudice.

D. Plaintiff agrees to the dismissal, with prejudice, of the Complaint filed in the Litigation, upon

satisfaction of the terms of this agreement including payment of the sum set forth herein.

E. Plaintiff unconditionally and irrevocably discharges and releases Defendant, and its representative(s), insurer(s), agent(s), officer(s), director(s) commissioner(s), servant(s), attorney(s) and employee(s) of and from any and all claims, known or unknown, that Plaintiff, has or may have against Defendant as of the date of execution of this Agreement, including, but not limited to those claims set forth in the Litigation, or otherwise arising out of his/her employment or termination of employment or any alleged violation of:

- Worker's Compensation;
- Statutes, N.J.S.A. 34:15-1 et seq.;
- Claims under Pierce v. Ortho.;
- The National Labor Relations Act;
- Title VII of the Civil Rights Act;
- Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act;
- The Fair Credit Reporting Act;
- The Immigration Reform Control Act;
- The Americans with Disabilities Act;
- The Rehabilitation Act;
- The Age Discrimination in Employment Act;
- Executive Order 11246;
- The Fair Labor Standards Act;
- The Occupational Safety and Health Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Uniformed Services Employment and Reemployment Rights Act;
- Worker Adjustment and Retraining Notification Act;

- Employee Polygraph Protection Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The New Jersey Conscientious Employee Protection Act;
- The New Jersey Equal Pay Law;
- The New Jersey Occupational Safety and Health Laws;
- The New Jersey Smokers' Rights Law;
- The New Jersey Genetic Privacy Act;
- New Jersey laws regarding Political Activities of Employees, Lie Detector Tests, Jury Duty, Employment Protection, and Consumer Reports, Discrimination; any other federal, state or local civil rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract (express, written or implied), tort, or common law;
- Any claims for vacation, sick or personal leave pay or payment pursuant to any practice, policy, handbook or manual of Defendants; or
- Any allegation for costs, fees, or other expenses including attorneys' fees.

6. Plaintiff fully understands that this release includes any and all claims related in any manner to Plaintiff, George Marra's employment based upon anything which has occurred up until the date this release is signed, and any claims Plaintiff has/may have up until the date this Release is signed.

7. In exchange for the promises made by Plaintiff and his execution of this Agreement, Defendants agree to the following:

A check made payable to the Zeff Law Firm and George Marra in the amount of Thirty ~~Seven Thousand Five Hundred~~ Dollars 
~~\$37,500~~ \$39,000 *Nilu*

These terms are in full satisfaction of all claims for personal injury, compensatory damages or attorneys' fees and

disbursements, known or unknown, asserted or unasserted including, but not limited to, claims for emotional distress, pain and suffering, legal or equitable relief, reinstatement, back or front pay, lost benefits, for all other statutory claims, all common law claims, tort claims, contract claims (express, written or implied), and costs of this action.

8. The sums referred to in paragraph 7(a) shall be paid as follows:

Within thirty (45) days of the date counsel for Defendant receives the Agreement signed by Plaintiff. Defendants will pay to Plaintiff and her counsel the sum noted in Paragraph 7 above. The payment shall be paid in the form of a check made payable as noted in Paragraph 7 above. An IRS Form 1099 in the amount of ^{39,000.00} ~~\$37,500~~ will be issued to Plaintiff's attorney under the attorney tax identification number.

9. Plaintiff agrees that he is responsible for all applicable taxes, if any, as a result of the receipt of these monies. Plaintiff agrees to indemnify Defendants and hold Defendants harmless for all taxes, penalties and interest, withholding or otherwise, for which Defendant may be found liable as a consequence of having paid monies to Plaintiff pursuant to this Agreement. Defendant shall notify Plaintiff within thirty (30) days, in writing and via certified mail, return receipt requested, of any IRS notification, assessments

or concerns. It is expressly agreed that if Defendant are required to provide payments for taxes or interest or penalties to any taxing authority, Plaintiff shall reimburse Defendants for such payments to such taxing authority within ten (10) days after Defendant notifies Plaintiff, in writing, via certified mail, return receipt requested, that it has incurred such liability.

10. Upon any breach of this Agreement by Plaintiff, Defendants or any one of them may institute an action to specifically enforce the terms of this Agreement and seek damages resulting from such breach including return of the consideration paid hereunder. Should Defendant prevail in such action, it will be entitled to an award of attorneys' fees and costs in addition to any other legal or equitable relief. Defendant shall be subject to same terms as set forth herein upon a breach of this Agreement.

11. This Agreement fully supersedes any prior agreements or understandings between the parties. Plaintiff also acknowledges that Plaintiff has not relied on any representation, promises, or agreements of any kind made in connection with the decision to sign this Agreement, except for those set forth in this Agreement.

12. This Agreement may not be modified except upon express written consent of both parties wherein specific reference is made to this Agreement.

13. Plaintiff acknowledges and agrees that he has been given a reasonable period of time to consider the terms of this Agreement. Plaintiff further acknowledges that he has reviewed the terms of this Agreement and the effects of his signing this Agreement with legal counsel of his choosing. Plaintiff understands and agrees that this Agreement settles, bars and waives any and all claims that they have or could possibly have against Defendants.

14. This Agreement shall be governed and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provision.

15. In the event that any provision contained in this Agreement is declared invalid, illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Moreover, if any such provision determined to be invalid, illegal or unenforceable can be made valid, legal or enforceable by modification thereof, then the party for whose benefit the

provision exists, may make such modification as necessary to make the provision valid, legal and enforceable.

EXECUTION. Executed by the Releasor on this 6th day of March, 2014.


George Marra, Releasor

STATE OF NEW JERSEY :
: ss:
COUNTY OF GLOUCESTER :

I certify that on this 6th day of March, 2014 personally came before me George Marra, who acknowledged under oath to my satisfaction, that he is the named person in and personally signed this document; and that he signed, sealed, and delivered this document to be his voluntary act and deed.



Notary Public, Notary
State of New Jersey
My Commission Expires:

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is on this _____ day of October, 2017 made and given by EDWARD SELB, GEORGE POLITZA, CHRISTINE KEMP, JOSEPH MARCHI, and GEORGE MARRA (hereinafter, collectively referred to as "Plaintiffs") to the TOWNSHIP OF HARRISON (hereinafter, referred to as "Defendant") in settlement of the claims presented by Plaintiffs in the Complaint filed in the Superior Court of New Jersey captioned EDWARD SELB, GEORGE POLITZA, CHRISTINE KEMP, JOSEPH MARCHI, and GEORGE MARRA v. TOWNSHIP OF HARRISON, under Docket No.: GLO-L-00356-15 (hereinafter, the "Lawsuit").

BACKGROUND TO THIS AGREEMENT

WHEREAS, Plaintiffs, all former employees and retirees of Defendant, commenced the Lawsuit alleging Defendant was obligated to provide to Plaintiffs and their dependents a healthcare coverage equal to or better than coverage offered at the date of Plaintiffs' retirement; and further alleging entitlement to reimbursement for future medical expenses, and for counsel fees and costs associated with the Lawsuit;

WHEREAS, at the time of Plaintiffs' retirement, Defendant was a participant in the State Health Benefits Plan,

WHEREAS, at the time the Lawsuit was commenced, Defendant provided health benefits to its employees and retired employees and their dependents through Oxford Benefit Management, Inc.;

WHEREAS, Defendant has denied the allegations set forth in the Lawsuit;

WHEREAS, Defendant has been providing Plaintiffs credits for the difference in the cost of Plaintiffs between the old health plan and the Oxford Benefit Management, Inc. plan;

WHEREAS, Defendant has since resolved to again participate in the State Health Benefits Program;

WHEREAS, the parties wish to resolve all their disputes in a final manner and establish understandings respecting their future conduct;

WHEREAS, the matter has been voluntarily settled and resolved by the parties;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Dismissal of Lawsuit.** Plaintiffs agree to take any action necessary to effectuate dismissal of the Lawsuit. Plaintiffs agree to execute the attached Notice of Dismissal with Prejudice and file the same with the New Jersey Superior Court Gloucester County.
2. **Releases.** Plaintiffs expressly waive, release and give up any and all claims and rights (including but not limited to attorneys' fees and costs of suit) they may have against Defendant, its past or present officers, officials, agents, representatives, insurers and reinsurers, and employees, and anyone who succeeds to the rights and responsibilities of such persons; collectively, all persons, entities or others mentioned in this numbered paragraph two (2) will be referred to interchangeably as "Defendant" or "Releasee." This release by Plaintiffs includes a waiver and release of all claims Plaintiffs could assert now, or in the future, including those asserted in the Lawsuit, resulting from any action or failure to act occurring through the date they sign this Agreement, under common law, under any contract, collective bargaining agreement, policies, practices or procedures, or under federal and/or state statute or regulation. However, Plaintiffs Edward Selb and George Marra explicitly are not releasing their claims for reimbursement or credits due to each Plaintiff

them during the pendency of the lawsuit the time Self and Marra were on the Oxford plan during the pendency of this action through December 31, 2017. In the event that the parties are unable to resolve the amount of compensation due to each Plaintiff Self and Marra, Plaintiffs Self and Marra shall not waive their respective rights to file a separate lawsuit regarding reimbursement for the credits. In the event Defendant contemplates discontinuing the health plan in the future, Defendant shall notify not only the Police Officers' Association, but also Plaintiffs.

3. **Adoption of Resolution.** In total and complete settlement of this matter and all claims referred to above, including costs of suit and attorneys' fees of any and all attorneys and firms who have represented Plaintiffs in this action, Defendant has adopted Resolution No. 206-2017, attached hereto and incorporated herein by reference, electing and authorizing participation in the health program provided by the New Jersey State Health Benefits Act, and authorizing coverage of all employees and their dependents thereunder in accordance with applicable statutes and regulations.
4. **Consideration.** Plaintiffs specifically acknowledge that the above action taken by Defendant is adequate and satisfactory consideration for their entering into this Settlement Agreement and General Release.
5. **No Other Actions or Proceedings.** Plaintiffs represent that there are no pending lawsuits, charges, administrative proceedings, or other claims of any nature whatsoever by Plaintiffs against any Defendant, in any state or federal court, or before any agency or administrative body.
6. **Non-Admission.** Neither the negotiation, undertaking, agreement to provide, nor the actual provision of the consideration set forth in this Agreement, nor the drafting or execution of

this document shall in any way be construed as an acknowledgment or an admission by any party of any liability to the other or any other individual or entity, or an acknowledgment or admission of any wrongdoing whatsoever under federal, state or local law. Defendant specifically denies any such liability or wrongdoing.

7. **Entire Agreement.** This Settlement Agreement and General Release contains the sole and the entire agreement between Plaintiffs and the Defendants and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof. The parties represent and acknowledge, in executing this Settlement Agreement and General Release, that they have not relied upon any representation or statement by the other, or their counsel or representatives, with regard to the subject matter of this Settlement Agreement and General Release, which is not set forth herein. No other promises or agreements shall be binding unless in writing, signed by all the parties hereto, and expressly stated to be a modification of this Settlement Agreement and General Release.
8. **Who is Bound.** Plaintiffs and Defendants are bound by this Settlement Agreement and General Release and those who legally succeed to their rights and responsibilities are also bound. This Settlement Agreement and General Release is made for the benefit of Plaintiffs and of Defendant and all who succeed to their rights and responsibilities, such as any successors and/or assigns.
9. **Counterparts.** This Agreement may be signed in counterpart.
10. **Signature of the Parties.** BY SIGNING THIS AGREEMENT, EACH PARTY STATES THAT:
 - a. IT HAS READ IT;

George E Marra
GEORGE MARRA

Theresa L Wittwer
THERESA L. WITTWER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 12, 2021
I.D. #50041600
3/29/18

STATE OF New Jersey

)
SS:
)

COUNTY OF Hudson

Be it remembered that on March, 29 ²⁰¹⁸~~2017~~, before me the
subscriber, personally appeared GEORGE MARRA, who, I am satisfied, is the person named in
and who executed the within Settlement Agreement and General Release, and thereupon he
acknowledges that he signed, sealed and delivered the same as act and deed, for the uses and
purposes therein expressed.

Dated: 3/29/18

1

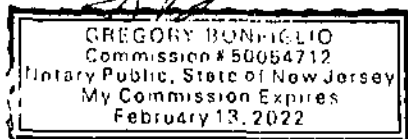
SS:

COUNTY OF

1

Be it remembered that on MARCH 26 ²⁰¹⁸, 2017, before me the subscriber, personally appeared JOSEPH MARCHI, who, I am satisfied, is the person named in and who executed the within Settlement Agreement and General Release, and thereupon he acknowledges that he signed, sealed and delivered the same as act and deed, for the uses and purposes therein expressed.

Dated: MARCH 26, 2018





GEORGE POLITZA,

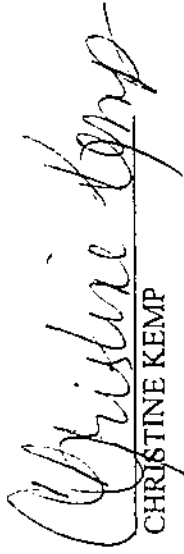
STATE OF *New Jersey*)
 ss:
COUNTY OF *Gloucester*)

Be it remembered that on *March 5, 2018*, ~~2017~~, before me the
subscriber, personally appeared GEORGE POLITZA, who, I am satisfied, is the person named in
and who executed the within Settlement Agreement and General Release, and thereupon he
acknowledges that he signed, sealed and delivered the same as act and deed, for the uses and
purposes therein expressed.

Dated: *3 - 5 - 18*

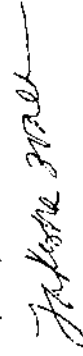
Lisa Virgilio 3/5/18

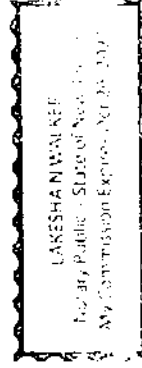
LISA VIRGILIO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/11/2021


CHRISTINE KEMP

STATE OF *New Jersey*)
COUNTY OF *Camden*) SS:

Be it remembered that on *March 8, 2018*, 2017, before me the subscriber, personally appeared CHRISTINE KEMP, who, I am satisfied, is the person named in and who executed the within Settlement Agreement and General Release, and thereupon he acknowledges that he signed, sealed and delivered the same as act and deed, for the uses and purposes therein expressed.

Dated: *3/8/18*




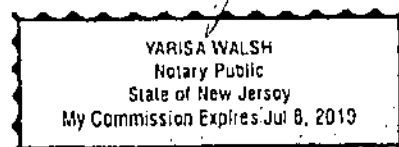
THAT:

- a. IT HAS READ IT;
- b. IT UNDERSTANDS IT AND KNOWS THAT IT IS GIVING UP IMPORTANT RIGHTS;
- c. IT UNDERSTANDS THAT IT IS BOUND BY THIS AGREEMENT AND WILL COMPLY WITH ITS TERMS;
- d. ITS ATTORNEY NEGOTIATED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH ITS KNOWLEDGE AND CONSENT;
- e. IT HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, AND HAS IN FACT DONE SO;
- f. IT HAS SIGNED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY.
- g. THE PERSON SIGNING THE AGREEMENT IS COMPETENT AND AUTHORIZED TO EXECUTE THIS AGREEMENT.

Signatures of Plaintiffs:


EDWARD SELB

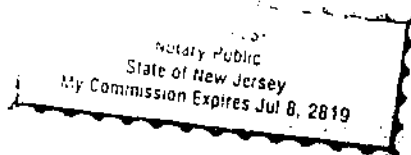
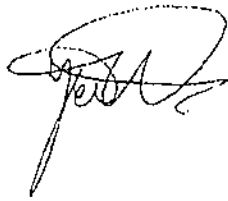
STATE OF NEW JERSEY)



COUNTY OF BURLINGTON)
SS:

Be it remembered that on FEBRUARY 16, 2018 before me the subscriber, personally appeared EDWARD SELB, who, I am satisfied, is the person named in and who executed the within Settlement Agreement and General Release, and thereupon he acknowledges that he signed, sealed and delivered the same as act and deed, for the uses and purposes therein expressed.

Dated: 2/16/18



Signature of Defendant:

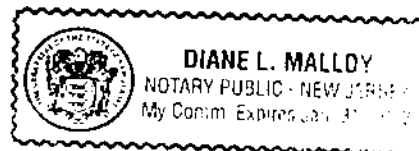
Conditioned on the approval of Township Committee
TOWNSHIP OF HARRISON.

By: [Signature]
Name: LOUIS MANZO
Title: MAYOR

STATE OF NEW JERSEY)
 ss:
COUNTY OF GLOUCESTER)

Be it remembered that on April 20, 2018, before me the subscriber,
personally appeared LOUIS MANZO, who, I am satisfied, is the person
named in and who executed the within Settlement Agreement and General Release, and thereupon
he acknowledges that he signed, sealed and delivered the same as act and deed, for the uses and
purposes therein expressed.

Diane L Malloy
Dated: 4/20/2018



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101 POOR FARM ROAD
PRINCETON, NJ 08540
(609) 921-6543

January 8, 2019

Bill Number 73237

File Number HTJLU-0001

Harrison Township Joint Land Use Board
Donna Schwager
114 Bridgeton Pike
Mullica Hill, NJ 08062

DESCRIPTION OF SERVICES

Re: General

LEGAL SERVICES

Through December 31, 2018

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>
12/03/18	KAV	Review communications from D. Schwager. Review agenda and updated application information. Follow-up telephone conversation with D. Schwager regarding agenda, Master Plan and consistency review. Exchange follow-up communications with B. Duffield and D. Schwager regarding ordinance referral and Township Committee proceedings.	1.70 Hrs
12/03/18	ART	Discussions with representative and counsel regarding pending applications.	0.30 Hrs
12/04/18	KAV	Update information for meeting and agenda.	0.50 Hrs
12/04/18	ART	Discussions with professional regarding matters protected by attorney-client and work-product privilege.	1.10 Hrs
12/05/18	KAV	Exchange communications with D. Schwager regarding final agenda, hearings and procedures. Exchange communications with counsel regarding proposed project inquiry.	0.90 Hrs
12/05/18	ART	Discussions with Board professional(s) regarding agenda and pending hearings.	1.40 Hrs
12/06/18	KAV	Telephone conversation with J. Williams regarding meeting, agenda and hearings. Review resolutions for agenda. Coordinate information for hearings.	1.00 Hrs

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Harrison Township Joint Land Use Board

Re: General

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>
12/06/18	ART	Prepare for and attend Board meeting.	1.40 Hrs
12/07/18	ART	Addressed pending projects for disposition.	1.10 Hrs
12/13/18	KAV	Telephone conversations with D. Schwager regarding resolutions, agenda, pending projects, redevelopment plans and board matters. Telephone conversation with B. Duffield regarding Richwood, sewers and solar ordinance.	1.10 Hrs
12/19/18	ART	Discussions with Board representative regarding matters protected by attorney-client privilege and work-product doctrine.	0.30 Hrs
12/20/18	KAV	Review updated agenda. Telephone conversation with D. Schwager regarding Board appointments, membership changes, agenda and resolutions. Prepare for and attend Board meeting. Follow up meeting with professionals regarding redevelopment plan and pending projects update.	2.50 Hrs
12/20/18	ART	Receipt of telephone message from Township representative.	0.10 Hrs
12/20/18	ART	Telephone call to Township representative regarding resolutions.	0.10 Hrs
12/20/18	ART	Follow up regarding outstanding matters for handling and potential/pending litigation.	0.30 Hrs
TOTAL LEGAL SERVICES			\$2,346.00

LEGAL SERVICES SUMMARY

Kevin Van Hise	7.70 Hrs	170/hr	\$1,309.00
Anthony R. Todaro	6.10 Hrs	170/hr	\$1,037.00

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Harrison Township Joint Land Use Board

13.80 Hrs

\$2,346.00

TOTAL THIS BILL

\$2,346.00

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January 8, 2019

Bill Number 73238

File Number HTJLU-0002

Harrison Township Joint Land Use Board
Donna Schwager
114 Bridgeton Pike
Mullica Hill, NJ 08062

DESCRIPTION OF SERVICES

Re: Master Plan

LEGAL SERVICES

Through December 31, 2018

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>	
12/04/18	KAV	Review ordinances from Township introduction. Prepare resolutions for consistency review. Draft transmittal communication to Board.	1.60 Hrs	
12/06/18	ART	Provide legal counsel to Board during evaluation, and subsequent adoption, of resolution.	0.30 Hrs	
TOTAL LEGAL SERVICES				\$323.00

LEGAL SERVICES SUMMARY

Kevin Van Hise	1.60 Hrs	170/hr	\$272.00
Anthony R. Todaro	0.30 Hrs	170/hr	\$51.00
	<u>1.90 Hrs</u>		<u>\$323.00</u>

TOTAL THIS BILL	<u>\$323.00</u>
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Harrison Township

Re: Special Counsel - Affordable Housing

DISBURSEMENTS

Through December 31, 2018

Telephone charge

12/01/18 thru 12/1/18

7.73

\$7.73

TOTAL DISBURSEMENTS

\$7.73

TOTAL THIS BILL

\$387.73

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File Number HARRT-0001

Page 1

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February 13, 2019

Bill Number 73535

File Number HARRT-0001

Harrison Township
114 Bridgeton Pike
Mullica Hill, NJ 08062-9709

DESCRIPTION OF SERVICES

Re: Special Counsel - Affordable Housing

LEGAL SERVICES

Through January 31, 2019

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>
01/10/19	KAV	Telephone conversation with R. Melvin regarding Richwood project, redevelopment plan and sites information. Follow-up telephone conversation with B. Duffield regarding same.	1.20 Hrs
01/11/19	KAV	Telephone conversation with T. Siebold regarding Richwood project, meeting, and settlement matters.	0.90 Hrs
01/14/19	KAV	Telephone conversation with B. Duffield regarding Richwood project.	0.60 Hrs
01/15/19	KAV	Exchange communications with Township officials and professionals regarding tele-conference scheduling. Work on plan information and scheduling for court update.	0.80 Hrs
01/17/19	KAV	Telephone conversation with B. Duffield regarding Richwood update. Prepare for and attend teleconference with client regarding affordable housing update, Richwood and redevelopment plan.	1.10 Hrs
01/18/19	KAV	Review communications from R. Rukenstein regarding Richwood project. Telephone conversation with B. Duffield regarding same. Draft responsive communication to R. Rukenstein regarding tele-conference scheduling.	0.50 Hrs
01/21/19	KAV	Exchange communications with B. Duffield and R. Rukenstein regarding teleconference scheduling.	0.20 Hrs

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Harrison Township

Re: Special Counsel - Affordable Housing

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>
01/23/19	KAV	Review communication and tax credit projects award from R. Rukenstein. Prepare for and attend teleconference with B. Duffield, R. Rukenstein and J. Bibeau regarding proposed Richwood affordable housing project. Review plan information. Exchange follow up communications regarding same.	1.40 Hrs
01/24/19	KAV	Exchange communications with B. Duffield regarding Richwood tele-conference. Follow up telephone conversation with counsel regarding project. Review HMFA program guidelines. Review and work on municipal compliance plan. Prepare for and attend tele-conference with municipal officials and professionals regarding plan matters and Richwood project. Follow-up conversation with B. Duffield regarding same.	3.70 Hrs
01/28/19	KAV	Review communications from B. Duffield and outreach to professionals for plan information.	0.20 Hrs
01/29/19	KAV	Telephone conversation with planning consultant regarding status update and plan requirements.	0.40 Hrs
01/31/19	KAV	Exchange communications with B. Duffield regarding planning information, GCUA infrastructure meeting, case status and court conference. Follow-up telephone conversation with B. Duffield regarding same. Exchange communications with T. Siebold regarding GCUA meeting. Exchange communications with SPecial Master regarding court conference and redevelopment status. Prepare for and attend court case management teleconference. Draft follow up conference communication to parties. Update client on conference. Telephone conversation with planner regarding assignment.	2.00 Hrs

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Harrison Township

TOTAL LEGAL SERVICES \$2,470.00

LEGAL SERVICES SUMMARY

Kevin Van Hise	13.00 Hrs	190/hr	\$2,470.00
	<u>13.00 Hrs</u>		<u>\$2,470.00</u>

DISBURSEMENTS

Through January 31, 2019

Telephone charge

01/01/19 Through 1/1/19	3.93	\$3.93
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TOTAL DISBURSEMENTS \$3.93

TOTAL THIS BILL \$2,473.93

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March 12, 2019

Bill Number 73766

File Number HARRT-0001

Harrison Township
114 Bridgeton Pike
Mullica Hill, NJ 08062-9709

DESCRIPTION OF SERVICES

Re: Special Counsel - Affordable Housing

LEGAL SERVICES

Through February 28, 2019

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>
02/01/19	KAV	Exchange communications with Mayor and B. Duffield regarding GCUA sewer meeting. Telephone conversation with B. Duffield regarding same. Telephone conversation with R. Melvin regarding redevelopment plan language for affordable housing provisions.	1.50 Hrs
02/04/19	KAV	Exchange communications with Mayor and B. Duffield regarding Richwood project. Exchange communications with T. Siebold regarding sewer meeting. Exchange follow up status communications with client regarding same.	0.80 Hrs
02/05/19	KAV	Telephone conversation with R. Melvin regarding Richwood redevelopment plan, inclusionary components and project status. Consideration of Master Plan and development requirements.	0.70 Hrs
02/07/19	KAV	Telephone conversation with B. Duffield regarding Mullica West project status and update. Review records per counsel inquiry. Prepare information for response to same.	1.00 Hrs
02/11/19	KAV	Review documents and compliance plan information. Exchange communications with A. Gordon and C. Cofone regarding same. Exchange communications with client regarding utilities meeting scheduling and plan status. Follow-up telephone conversation with B. Duffield regarding same. Exchange status communications with T. Siebold.	2.70 Hrs

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Harrison Township

Re: Special Counsel - Affordable Housing

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>	
02/12/19	KAV	Exchange communications with Mayor and B. Duffield regarding tele-conference. Review inquiry communication from A. Gordon. Consideration of settlement matters. Prepare response. Attend tele-conference with client. Coordinate handling of further action items. Review follow up communications from counsel regarding meeting with GCUA.	2.00 Hrs	
02/13/19	KAV	Exchange communications with Special Master regarding status. Exchange communications with A. Gordon regarding settlement matters. Prepare for and attend court case management tele-conference. Follow-up tele-conference with Special Master and Counsel. Provide status update to B. Duffield.	2.00 Hrs	
02/21/19	KAV	Update information from B. Duffield regarding Mullica West project.	0.10 Hrs	
02/22/19	KAV	Status update regarding GCUA meeting and Richwood project. Review court notice.	0.40 Hrs	
			TOTAL LEGAL SERVICES	\$2,128.00

LEGAL SERVICES SUMMARY

Kevin Van Hise	11.20 Hrs	190/hr	\$2,128.00
	11.20 Hrs		\$2,128.00

DISBURSEMENTS

Through February 28, 2019

Telephone charge

02/08/19	Conference call 1/3/19	14.02
02/08/19	Conference call 1/31/19	11.29
02/08/19	Conference call 1/24/19	24.74

\$50.05

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Harrison Township

TOTAL DISBURSEMENTS	\$50.05
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TOTAL THIS BILL	<u>\$2,178.05</u>
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April 12, 2019

Bill Number 74013

File Number HARRS-0001

Harrison Township Sewer Treatment Plan
Attn: Mark Gravinese, Administrator
114 Bridgeton Pike
Mullica Hill, NJ 08062-9709

DESCRIPTION OF SERVICES

Re: General

LEGAL SERVICES

Through March 31, 2019

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>	
03/14/19	KAV	Prepare sewer connection fee template. Draft transmittal communication to Director. Review infrastructure information for Richwood sewers.	0.60 Hrs	
TOTAL LEGAL SERVICES				\$114.00

LEGAL SERVICES SUMMARY

Kevin Van Hise	0.60 Hrs	190/hr	\$114.00	
	0.60 Hrs		\$114.00	
TOTAL THIS BILL				\$114.00

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April 12, 2019

Bill Number 74014

File Number HARRT-0001

Harrison Township
114 Bridgeton Pike
Mullica Hill, NJ 08062-9709

DESCRIPTION OF SERVICES

Re: Special Counsel - Affordable Housing

LEGAL SERVICES

Through March 31, 2019

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>
03/01/19	KAV	Review communication from Clerk regarding OPRA request. Telephone conversation with D. Schwager regarding affordable housing documents. Prepare response to OPRA request.	0.40 Hrs
03/07/19	KAV	Telephone conversation with M. Gravinese regarding Mullica West project and information inquiry. Review information request from C. Quast regarding same.	0.60 Hrs
03/08/19	KAV	Telephone conversation with C. Quast regarding information request. Review file and records. Compile agreements and financial summary. Prepare responsive communication regarding same.	1.00 Hrs
03/11/19	KAV	Review inquiry communication from M. Gravinese regarding Mullica West agreements. Review files and communications. Draft response to M. Gravinese. Telephone conversation with B. Duffield regarding Richwood Project.	1.50 Hrs
03/12/19	KAV	Prepare for and attend meeting with GCUA and Madison Marquette regarding sewer capacity. Follow up discussions with Township regarding same.	4.80 Hrs
03/14/19	KAV	Tele-conference with parties regarding settlement status. Prepare for and attend court case management tele-conference.	0.60 Hrs

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Harrison Township

Re: Special Counsel - Affordable Housing

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>
03/21/19	KAV	Telephone conversation with D. Schwager regarding affordable housing consultant matters.	0.20 Hrs
03/25/19	KAV	Telephone conversation with R. Melvin regarding redevelopment plan status.	0.20 Hrs
03/27/19	KAV	Status update regarding compliance plan. Prepare information for case management tele-conference. Telephone call to B. Duffield regarding planning consultant.	0.50 Hrs
03/27/19	ART	Confer with counsel regarding outstanding compliance issues and matters for handling during upcoming case management conference with Court.	0.50 Hrs

TOTAL LEGAL SERVICES \$1,957.00

LEGAL SERVICES SUMMARY

Kevin Van Hise	9.80 Hrs	190/hr	\$1,862.00
Anthony R. Todaro	0.50 Hrs	190/hr	\$95.00
	<u>10.30 Hrs</u>		<u>\$1,957.00</u>

DISBURSEMENTS

Through March 31, 2019

Telephone charge

03/01/19	February 2019	15.09	\$15.09
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TOTAL DISBURSEMENTS \$15.09

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Harrison Township

TOTAL THIS BILL

\$1,972.09

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May 13, 2019

Bill Number 74255

File Number HARRT-0001

Harrison Township
114 Bridgeton Pike
Mullica Hill, NJ 08062-9709

DESCRIPTION OF SERVICES

Re: Special Counsel - Affordable Housing

LEGAL SERVICES

Through April 30, 2019

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>
04/02/19	ART	Complete necessary review and analysis of underlying material facts in preparation of upcoming case management conference with Court.	0.60 Hrs
04/02/19	ART	Attend case management conference to discuss status of affordable housing plan with Court and adversaries.	0.40 Hrs
04/02/19	ART	Receipt and review of Order entered by the Court.	0.10 Hrs
04/05/19	KAV	Telephone conversation with D. Schwager regarding inquiries and responses for pending matters.	0.20 Hrs
04/05/19	ART	Prepare correspondence to special master and adversaries, including compilation of necessary documents contained within the Court record and propounding of same.	0.20 Hrs
04/09/19	ART	Receipt, review, analysis and revaluation of proposed redevelopment plan provided by adversarial counsel, and discussions with counsel regarding same.	0.70 Hrs
04/10/19	KAV	Update for information on case conference. Exchange communications with B. Duffield and R. Melvin regarding status. Review plan comments. Work on affordable housing agreement.	2.40 Hrs
04/11/19	KAV	Telephone conversation with R. Melvin regarding plan update. Draft inquiry communication to Township. Follow up telephone conversation with R. Melvin regarding affordable housing phasing information for Richwood. Telephone conversation with Township regarding Richwood status and meeting scheduling. Exchange follow up communications with client regarding status. Telephone conversation with B. Duffield	2.70 Hrs

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Harrison Township

Re: Special Counsel - Affordable Housing

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>
		regarding same. Update information for case management call. Telephone conversation with Special Master regarding case status update and court tele-conference. Telephone conversation with D. Schwager regarding plan and update.	
04/11/19	ART	Complete necessary review and analysis in preparation of case management conference.	0.70 Hrs
04/11/19	ART	Attend case management conference with Court and adversaries.	0.40 Hrs
04/16/19	KAV	Exchange communications with B. Duffield regarding conference and case status.	0.20 Hrs
04/17/19	KAV	Review court notice and Order. Draft transmittal communication to Special Master.	0.10 Hrs
04/17/19	ART	Prepare necessary revised proposed settlement agreement.	2.50 Hrs
04/18/19	KAV	Status update for case conference. Review communication and GCUA documents from T. Siebold. Exchange status communications with SPecial Master. Issues analysis for further action and court disposition.	0.80 Hrs
04/18/19	ART	Receipt, review and analysis of Order entered by Court.	0.10 Hrs
04/18/19	ART	Discussions with counsel regarding outstanding compliance matters and upcoming case management conference with Court.	0.50 Hrs
04/18/19	ART	Prepare correspondence to counsel for fair share regarding revisions to proposed settlement agreement.	0.10 Hrs
04/18/19	ART	Complete necessary review and analysis of pertinent information in preparation of case management conference with Court.	0.40 Hrs
04/18/19	ART	Attend case management conference with Court, including discussions with counsel.	0.50 Hrs
04/19/19	KAV	Plan update. Review proposed settlement agreement. Coordinate further handling action items.	0.90 Hrs
04/19/19	ART	Complete necessary revisions to proposed settlement agreement, including review and analysis of underlying file in furtherance of making certain edits to preserve interests, as well as discussions with counsel regarding same.	1.40 Hrs

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Harrison Township

04/23/19	KAV	Review GCUA information and assessment for Richwood project. Draft transmittal communication to subcommittee. Telephone conversation with R. Melvin regarding project, update and redevelopment matters. Exchange follow up communications with subcommittee regarding court status, inquiries on court actions and plan requirements.	1.20 Hrs
04/29/19	KAV	Telephone conversation with B. Duffield. Exchange communications with subcommittee regarding Richwood meeting. Update information for compliance and court matters.	0.60 Hrs
04/29/19	ART	Receipt and review of Order entered by Court.	0.10 Hrs
04/29/19	ART	Prepare necessary correspondence to special master regarding upcoming case management conference.	0.10 Hrs

TOTAL LEGAL SERVICES \$3,401.00

LEGAL SERVICES SUMMARY

Kevin Van Hise	9.10 Hrs	190/hr	\$1,729.00
Anthony R. Todaro	8.80 Hrs	190/hr	\$1,672.00
	17.90 Hrs		\$3,401.00

DISBURSEMENTS

Through April 30, 2019

Telephone charge

04/01/19	March 2019	7.17	\$7.17
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Postage

04/05/19		0.50	\$0.50
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101 POOR FARM ROAD
PRINCETON, NJ 08540
(609) 921-6543

Harrison Township

TOTAL DISBURSEMENTS \$7.67

TOTAL THIS BILL \$3,408.67

Payment is Due Upon Receipt. Interest charges of 1 1/2% per month will be applied to unpaid balances after 30 days. Please make checks payable to: Mason, Griffin & Pierson, PC.

To pay by VISA, MasterCard, Discover or American Express, call our bookkeeping department: 609-436-1243.

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June 11, 2019

Bill Number 74479

File Number HARRT-0001

Harrison Township
114 Bridgeton Pike
Mullica Hill, NJ 08062-9709

DESCRIPTION OF SERVICES

Re: Special Counsel - Affordable Housing

LEGAL SERVICES

Through May 31, 2019

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>	
05/10/19	KAV	Attend tele-conference with C. Quast and B. Duffield regarding Mullica West development and status update. Telephone conversation with R. Melvin regarding tele-conference scheduling for plan update.	1.00 Hrs	
TOTAL LEGAL SERVICES				\$190.00

LEGAL SERVICES SUMMARY

Kevin Van Hise	1.00 Hrs	190/hr	\$190.00	
	1.00 Hrs		\$190.00	
TOTAL THIS BILL				<u>\$190.00</u>

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June 11, 2019

Bill Number 74480

File Number HARRT-0010

Harrison Township
114 Bridgeton Pike
Mullica Hill, NJ 08062-9709

DESCRIPTION OF SERVICES

Re: COAH Plan Preparation

LEGAL SERVICES

Through May 31, 2019

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>
05/01/19	KAV	Prepare for and attend meeting with Madison Marquette regarding Richwood. Follow up meeting with subcommittee regarding development matters.	5.80 Hrs
05/03/19	KAV	Prepare financial analysis regarding Richwood affordable housing components.	2.80 Hrs
05/06/19	KAV	File review and update on development status for court hearing. Work on financial analysis and development plan. Research PILOT provisions and legal requirements. Complete analysis and draft transmittal communication to subcommittee. Exchange communications with SPecial Master regarding conference. Draft communication to parties. Prepare for and attend court case management conference.	5.00 Hrs
05/10/19	KAV	Telephone conversation with R. Melvin regarding Richwood redevelopment plan and updates.	0.60 Hrs
05/14/19	KAV	Exchange communications with B. Duffield regarding meeting. Exchange follow up communications with subcommittee regarding tele-conference scheduling. Review plan and open development issues. Attend tele-conference with subcommittee. Work on plan analysis. Draft transmittal communication to subcommittee.	4.90 Hrs

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Harrison Township

Re: COAH Plan Preparation

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>
05/17/19	KAV	Telephone conversation with R. Melvin regarding Richwood plan amendments.	1.30 Hrs
05/20/19	KAV	Prepare for and attend tele-conference with R. Melvin regarding Richwood redevelopment plan. Review communications from T. Siebold and C. Cofone. Review plan information from Walters Group. Draft transmittal communication to R. Melvin.	3.10 Hrs
05/21/19	KAV	Telephone conversation with J. Nee regarding potential affordable housing inclusionary project. Exchange communications with T. Siebold and C. Cofone regarding information status and exchange. Exchange status communications with R. Melvin and B. Duffield. Prepare communication to subcommittee regarding settlement matters and plan analysis.	1.30 Hrs
05/28/19	KAV	Review communication from T. Siebold regarding outstanding items for Richwood. Attend tele-conference with professionals regarding status update, redevelopment plan and litigation matters. Update analysis chart. Exchange communications with Special Master regarding tele-conference. Prepare for and attend court case management tele-conference. Prepare notes to file and status communication to client.	4.80 Hrs
05/30/19	KAV	Attend tele-conference with B. Duffield and R. Melvin regarding Richwood development.	1.60 Hrs
05/31/19	KAV	Review communication from R. Melvin with Richwood plan information. Exchange communications with R. Melvin and B. Duffield regarding alternative sites information and handling. Work on compliance plan.	1.50 Hrs