

February 9, 2010

AGREEMENT

AGREEMENT made on February _____, 2010

Between: Township of West Orange, 66 Main Street, West Orange, New Jersey 07052
(the "Township")

and

Reliable Wood Products, LLC, 1 Caven Point Avenue, Jersey City, New Jersey 07305
("Reliable").

RECITALS

1. The Township maintains an Environmental Center located at 590 Mt. Pleasant Avenue, West Orange, New Jersey ("Environmental Center").
2. Reliable operates the Environmental Center on behalf of the Township under a Contract dated October 1, 2008.
3. The Township and Reliable (collectively, the "Parties") desire to cooperate to install a mobile trailer (the "Trailer") at the Environmental Center as a permanent structure meeting requirements of any applicable building codes.
4. The Township and Reliable will share the use of the Trailer in such percentage as may be determined between them.
5. Each party is willing to invest money or other thing of value to finance and facilitate the installation of the Trailer.

For the reason recited above, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

**SECTION ONE
SCOPE AND DESCRIPTION**

The Parties agree that the work required to install the Trailer includes but is not limited to:

securing all applicable Permits which process has already begun;
securing architectural drawings and other work specifications which process has already begun;
preparing site to include soil borings and foundation construction;
securing steel foundation beams as per architectural work specifications;
remediating existing stair and ramp access to the Trailer;
completing all interior and exterior carpentry;
completing all interior and exterior electrical work;
installing sanitary facility which may be portable; and,
performing such other work as may be required to complete the installation of the Trailer and to receive a Certificate of Occupancy.

SECTION TWO CONTRIBUTIONS

The Parties hereto agree that they will share equally in the cost of all labor and materials to complete the work required provided that the Township's share of the costs shall not exceed \$29,000. Should the portion of the costs allocated to the Township exceed \$29,000, the Township shall not be responsible for any costs in excess of \$29,000. Solely for the convenience of the Township, Reliable agrees that it shall pay in advance the entire cost of the work required to install the Trailer. The Township through its designated representative shall review and deliver written approval to Reliable's designated representative of the cost of any work performed before the work is undertaken and any payment is made for the work. The Township shall reimburse Reliable for fifty (50%) percent of the approved costs within 30 days of the payment for the approved work by Reliable. The written approval of the Township's designated representative shall be conclusive proof of the Township's obligation to reimburse Reliable as provided in this Agreement. Reliable's designated representative is Pat D'Addona. The Township's designated representative is John K. Sayers, Business Administrator.

SECTION THREE CONDUCT OF THE PARTIES

The Parties agree that they will use their reasonable best efforts to perform as much of the installation of the Trailer as can be done in compliance with local building codes. Additionally, the Parties agree that if any special license or training is required to perform work in connection with the installation of the Trailer that neither party shall be required to undertake that work even if the party possesses the necessary expertise. Neither party shall be required to perform any work if that activity will result in an increase or additional insurance cost.

SECTION FOUR TITLE TO THE TRAILER

The Township acknowledges that Reliable is the owner of the Trailer. Reliable will retain ownership of the Trailer while it or an affiliate is responsible for managing the Environmental Center. When Reliable or its affiliate is no longer responsible for managing the Environmental Center it will transfer ownership of the Trailer to the Township in its then "as is" condition. The Township shall be responsible for any costs to transfer title to the Trailer from Reliable to the Township.

SECTION FIVE OPERATING COSTS

The operating cost of the Trailer shall be shared by the Parties in such proportion as corresponds to the portion of the Trailer that is used by each Party. Shared costs shall include but not be limited to utilities, repairs, security, and other usual and customary operating costs. Operating costs shall not include the salary or compensation of any employee assigned to work in the Trailer. The Parties shall provide a mutually acceptable method of paying the shared costs. The Township shall agree to reduce the fine for any construction code violations assessed to Reliable for the placement and use of the Trailer at the Environmental Center to \$500.00. Said fine shall be paid to the Township prior to the Township reimbursing Reliable for any approved costs.

SECTION SIX INSURANCE AND SURETY BONDS

Each Party shall obtain insurance and other coverage as may reasonably be required to insure against any losses to the Trailer or the liability of the Parties in connection with their services or activity conducted on behalf of and in furtherance of the installation and continued use of the Trailer. Each Party shall name the other Party as an additional insured on any insurance secured in connection with the Trailer. Each Party shall be responsible for the payment of the premium for any such policy it purchases.

SECTION SEVEN ASSIGNMENTS AND TRANSFERS

No Party shall assign or transfer his rights or duties hereunder without the express written consent of all of the other Party. Any transfer or assignment made without such consent shall be void and shall not relieve the transferor or assignor of his duties or obligations under this Agreement.

SECTION EIGHT ARBITRATION

The Parties declare that the terms of this Agreement are controlling as to each of them. Any matter in dispute, and which is not provided for in this Agreement, shall be submitted to arbitration in the County of Hudson, State of New Jersey and determined according to the rules of the American Arbitration Association as may be in effect at the time of submission.

SECTION NINE RELATIONSHIP OF THE PARTIES

The Parties to this Agreement are independent of each other and it is not intended that a joint venture or any such combination is to be created or inferred from this Agreement.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement at West Orange, New Jersey the day and year first above written.

TOWNSHIP OF WEST ORANGE

by:
Title:

RELIABLE WOOD PRODUCTS, LLC

by:
Title: