

Exhibit “A”

Via Email (jsayers@westorange.org)

August 10, 2017
Revised August 30, 2017

Mr. John K. Sayers, Business Administrator
Township of West Orange, Director of Public Works
66 Main Street
West Orange, New Jersey 07052

**Re: PROPOSAL FOR PHASE I / PRELIMINARY ASSESSMENT ENVIRONMENTAL SITE ASSESSMENT
AND SITE MEETING
665 EAGLE ROCK AVENUE
BLOCK 176.03, LOT 10
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
MATRIX NO. 17-362**

Dear Mr. Sayers:

Matrix New World Engineering, Inc. (Matrix) is pleased to present this proposal for the preparation of a Preliminary Assessment (PA) / Phase I Environmental Site Assessment (ESA) for the above referenced property located in West Orange, Essex County, New Jersey. The 0.3-acre vacant property was a former Exxon retail gasoline station (Program Interest No. 007904) that is presently owned by 665 Realty Management, LLC. As part of this work, Matrix will accompany the Township of West Orange to an upcoming meeting with the property owner's representatives and complete a file review at the New Jersey Department of Environmental Protection (NJDEP) to obtain NJDEP's files regarding the former Exxon.

PRELIMINARY ASSESSMENT/PHASE I ESA

The purpose of a PA/Phase I ESA is to identify potential recognized environmental conditions (RECs) and areas of concern (AOCs) and to satisfy both the "innocent landowner" defense to Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability and NJDEP's *Technical Requirements for Site Remediation* (TRSR).

Matrix will conduct the PA/Phase I ESA in accordance with the NJDEP's TRSR (N.J.A.C. 7:26E), NJDEP's January 2012 *Preliminary Assessment Technical Guidance*, and the American Society for Testing and Materials (ASTM) Designation E 1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

The PA/Phase I ESA will evaluate past ownership, current and historical site usage, and improvements to the site. This assessment will include appropriate inquiry into previous ownership and uses of the site consistent with good commercial and prudent engineering practices in order to satisfy the provisions set forth in 42 USC 9601(35) and a site inspection and records requests to Federal, State, County and local agencies. The PA/Phase I ESA will also identify and review other environmental investigations which have been performed on the site. Recommendations for investigations, as applicable, will be included. Submission of the PA/Phase I ESA will include two copies of the report and will be completed within two months from the approval of this proposal.

Chain of Title data and any other specific information related to the property is to be provided to Matrix by the client, if available. Access to the site for site inspection activities must also be provided. Our proposal does not include file reviews of adjacent facilities, if needed, ground penetrating radar, or sampling activities (Site Investigation/Phase II). Recommendations for Site Investigation/Phase II activities, if necessary, will be provided upon completion of the PA/Phase I ESA.

Prior to issuing the report, Matrix will provide you with verbal findings of the assessment.

CLIENT RESPONSIBILITIES

To ensure that the PA/Phase I ESA aspect of the report is as complete and accurate as possible, the client has certain responsibilities including the following:

- Provide a site contact to arrange for site inspection;
- Provide chain of title records;
- Confirm current property owner information;
- Provide Matrix with any other previous reports related to environmental matters for the site (e.g., permits, inspection/investigation reports, notices of violations, etc.);
- Reveal any specialized knowledge of the site or a specific REC or AOC;
- Identify the reason for the PA/Phase I ESA (if for a real estate transaction, disclose whether the asking price is below market value and justification as to such);
- Provide any information on potential liens or restrictions on the property;
- Provide property survey; and
- Complete the ASTM's User Questionnaire (Attachment 1) and return to Matrix.

PROJECT COST AND SCHEDULE

Matrix's cost for conducting the PA/Phase I ESA assumes that Matrix will be provided access to the property and Matrix will not be held responsible for delays caused by other parties.

The total cost to conduct the PA/Phase I ESA for the Site shall not exceed **\$7,100**. The work will be completed in accordance with Matrix's Terms and Conditions (Attachment 2). Matrix is prepared to start work on this project immediately after receipt of the notice to proceed. The return of a signed copy of this letter shall constitute authorization to proceed.

We thank you for the opportunity to be of service to you on this project. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,



Rose V. DeLorenzo, CHMM, LSRP
Senior Project Manager



Robert Meisner, P.E., LSRP
Director, LSRP Services

Authorization to Proceed: _____
(Signature)

Date: _____

Copy to: Richard D. Trenk, Esq., Trenk, DiPasquale (via email)
Leonard R. Lepore, P.E., Municipal Engineer

ATTACHMENT 1
ASTM'S USER QUESTIONNAIRE

**Matrix New World Engineering
Prospective Landowner And/Or User Questionnaire**

Subject Property Name:	Vacant Land at (Former Exxon)		
Subject Property Address:	665 Eagle Rock Avenue - West Orange, New Jersey		
QUESTION	YES	NO	UNK?
1. Are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property?			
2. Are you are aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on or from the subject property?			
3. Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?			
4. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?			
5. Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?			
6. As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants?			
7. Are you aware of commonly known or reasonably ascertainable information about the property? For example: Do you know the past uses of the property?			
8. Do you know specific chemicals that are present or once were present at the property?			
9. Do you know of spills or other chemical releases that have taken place at the property?			
10. Do you know of environmental cleanups that have taken place at the property?			
11. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?			
12. Has a title search been performed? If yes, please attach.			
13. Is the property or has the property been used as a gasoline station, motor repair facility, commercial printing, dry cleaners, photo developing, landfill, industrial use, waste treatment or disposal facility?			
14. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals at the subject property?			
15. Are there currently any industrial drums or chemicals at the subject property?			
16. Are you aware of contaminated fill at the subject property? (i.e. Fill dirt from off-site.)			
17. Are there currently any pits, ponds, or lagoons in connection with waste disposal or treatment at the subject property?			
18. Are there any current or previous underground storage tanks or aboveground			

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Prospective Landowner And/Or User Questionnaire**

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QUESTION	YES	NO	UNK?
storage tanks at the subject property?			
19. Are there currently any vent pipes, fill pipes, or access ways protruding from the ground at the subject property?			
20. Is the subject property served by a private well and or a private septic system?			
21. Does the property discharge industrial wastewater (excluding sanitary sewer)?			
22. Are there any monitoring wells at the subject property?			
23. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If there is a difference, it is because of known contamination?			
24. What type of property transaction is being performed? i.e. sales, <u>purchase</u> , exchange, refinance?			
25. What is the fair market value of the property?			
26. What is the purchase price of the property?			
Please attach additional explanation for questions answered "YES".			
Please provide the following documentation to Matrix, if available:			
- Previous Phase I Environmental Site Assessment - Environmental Compliance Audit Reports - Registrations for USTs and/or ASTs - Geotechnical reports - Asbestos or Lead-Based Paint reports - Environmental permits - Registrations for underground injection systems - Hazardous waste generator notices			
Please return questionnaire to Matrix: fax 973-240-1818 or mail to 26 Columbia Turnpike, Florham Park, NJ 07932			
PRINT NAME	TITLE	DATE	
COMPANY	PROSPECTIVE LANDOWNER OR USER?		

ATTACHMENT 2
MATRIX'S TERMS AND CONDITIONS

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

Section 1: SERVICES

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

Section 2: COMPENSATION

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

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

Section 3: CLIENT'S OBLIGATIONS

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

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

Section 4: INVOICE PROCEDURE AND PAYMENT

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

Section 5: OWNERSHIP OF DOCUMENTS

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

Section 6: CONFIDENTIALITY

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

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

Section 7: BURIED UTILITIES

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

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

Section 9: STANDARD OF CARE

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

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

Section 10: INDEPENDENT CONTRACTOR

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

Section 11: JOBSITE HEALTH AND SAFETY

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

Section 12: INSURANCE

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

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

Section 13: INDEMNITY

A. Matrix

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

B. CLIENT

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

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability provided in our insurance limit of \$10,000,000, whichever is higher.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

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

Section 17: THIRD PARTY EXCLUSION

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

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW

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