

EXHIBIT “A”

ENVIRONMENTAL ACCESS, NOTIFICATION and OBLIGATIONS AGREEMENT

THIS AGREEMENT is made this 28th day of April, 2026, by and between **Woodard and Curran.**, Two Executive Campus, Suite 125, Cherry Hill, New Jersey 08002, as environmental consultants to and on behalf of the “**DGP Urban Renewal, LLC**” (the “**Responsible Party**” or “**DGP**”) for NJDEP Case No. 06-11-27-0831-59 (the “**Consultant**” or “**W&C**”), and the **Township of West Orange**, a body public and corporate of the State of New Jersey, with offices located at 66 Main Street, West Orange, New Jersey 07052 as owner (“**Owner**” or “**Township**”), of that certain property identified as Block 64, Lot 34 also known as 12-18 Ashland Ave. West Orange, New Jersey (the “**Property**”)

WITNESSETH

WHEREAS, **W&C** in order to perform continuing investigation, sampling and remedial work in part required of **DGP** pursuant to New Jersey Industrial Site Recovery Act (“**ISRA**”), has requested that **Owner** permit **W&C** and its employees, agents, representatives, contractors and subcontractors to enter upon the **Property** for the purpose of conducting certain activities on behalf of the **DGP**, as herein described.

WHEREAS, the Responsible Party has contracted with Consultant, an independent contractor, to conduct an environmental investigation and remediation at property located at 177 Main Street, Block 66, Lot 1 in West Orange, New Jersey as required by New Jersey law and New Jersey Department of Environmental Protection (“NJDEP”) regulations. As part of the investigation and remediation at 177 Main Street, Consultant requires access to the Property to conduct required work.

WHEREAS, the required work concerns the installation of a monitoring well and related activities as detailed in the Scope of Work annexed hereto as “**Exhibit A**” and incorporated herein by reference. With respect to the Property, the required work includes (collectively, referred to as the “Work”):

- a) the Well will be periodically sampled for groundwater at the Property, with analyses for only the following contaminants of concern: Chloroethane, Benzo(a)anthracene, Lead, and Nickel; and
- b) once the Well is no longer required by the NJDEP, the Well will be properly abandoned and decommissioned in accordance with applicable NJDEP regulations; and
- c) once the Well is no longer required by the NJDEP, **Consultant** and the **Responsible Party** will restore the **Property** to its pre-access condition; and

WHEREAS, Consultant and the **Responsible Party** have requested access to the **Property** from the **Owner** for the purpose of conducting the Work; and

WHEREAS, Owner agrees to grant **Consultant** and the **Responsible Party** access to the **Property** to conduct the Work upon the terms and conditions set forth in this agreement,

NOW THEREFORE, in consideration of the foregoing whereas clauses, which are hereby incorporated by reference as part of this agreement as if set forth at length below, and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. **Owner** does hereby grant the **Responsible Party** and **Consultant**, its employees, agents, representatives, contractors, and/or subcontractors a right of entry onto the **Property** consistent with the terms and conditions of this Agreement to perform the Work.

2. This Agreement shall run from the date of execution of this Agreement for a period of twenty-six (26) months from the date of the complete execution of this agreement unless terminated earlier by either party upon delivery of a written notice of the termination date.

3. Prior to each and every entry upon the **Property**, **Consultant** or its employees, agents, representatives, contractors, and/or subcontractors, as the case may be, shall make all reasonable efforts to provide at least 24 hour notice in writing sent to Peter Smeraldo, and to also provide such 24 hour notice by phone to Peter Smeraldo or the current Business Administrator concerning the intent by **Consultant** or anyone on its behalf (examples noted above) to enter upon the **Property** and to advise **Owner** of the anticipated date and time.

4. All work performed by **Consultant** and its employees, agents, representatives, contractors, and/or subcontractors shall be done in a good and workmanlike manner so as not to cause any damage to the **Property** or unreasonably interfere with **Owner's** use and occupancy of the **Property**. It is **Consultant and the Responsible Party's** responsibility to restore the **Property** to pre-access condition.

5. At all times during the term of this Agreement, **W&C** shall maintain all state mandated insurance and must maintain both an automobile policy and a general liability policy with respect to the services to be performed under this Agreement of at least one million dollars per occurrence and shall name **Owner** as an additional insured, and will deliver to **Owner** a certificate of insurance prior to the commencement of services. Recipient shall further maintain appropriate insurance as to its own actions relative to this Agreement.

6. **Consultant** shall perform the Work in accordance with applicable local, state, and federal laws and in accordance with all NJDEP regulations.

7. Within thirty (30) days following receipt of analytical results, **Consultant** shall furnish to the **Owner** a copy of the results of the groundwater sampling for the Well sampled on the **Property** along with a summary table of analytes found above remediation standards, if

applicable, for the Well, and a map indicating the groundwater contours and flow direction at the time of sampling. Within thirty (30) days of submission to the NJDEP or any other regulatory authority, **Consultant** shall also furnish to **Owner** a copy of any final report required to be submitted to the NJDEP or any other regulatory authority that contains the analytical results of the groundwater sampling.

8. At all times following execution of this Agreement until Termination, **Consultant** and its subcontractors who enter upon the **Property** shall maintain commercial general liability insurance of not less than \$1,000,000.00, owned and hired vehicle automobile insurance, and workers' compensation insurance, and shall deliver to the **Owner** certificates of insurance pursuant to which the **Owner** is named as an additional insured under Consultant's commercial general liability insurance policy.

9. **Consultant** represents that the Work is necessary to comply with New Jersey law and NJDEP regulations.

10. Once the Well is no longer required by the NJDEP, **Consultant** and the **Responsible Party** shall restore the **Property** as follows: the Well installed at the **Property** as part of the Work will be abandoned and decommissioned in accordance with applicable NJDEP regulations. After each sampling event, the Well will be restored to current condition (i.e., manhole covers and gripper plugs will be placed back and sealed).

11. SEVERABILITY. If any provision of this Agreement, or any portion thereof, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had never been contained herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law. The parties expressly acknowledge and agree that they would have entered into this Agreement regardless of the enforceability of any particular provision.

12. ENTIRE AGREEMENT (MERGER). This Agreement, including all exhibits, appendices, and attachments hereto, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, understandings, representations, warranties, and agreements, whether oral or written, between the parties. All previous drafts, proposals, and communications between the parties relating to the subject matter of this Agreement are hereby merged into this Agreement. Neither party has relied upon any representation, warranty, or undertaking that is not expressly set forth in this Agreement. The parties acknowledge that there are no terms, conditions, representations, warranties, promises, covenants, or understandings between the parties other than those expressly set forth herein.

13. MODIFICATIONS and NONWAIVER. No amendment, modification, waiver, or other change to any provision of this Agreement shall be effective unless

specifically set forth in a writing titled "Amendment to Agreement" that expressly identifies the provision(s) being amended and is signed by authorized representatives of the parties. No course of dealing, delay, or failure to enforce any provision of this Agreement shall constitute an amendment, modification, waiver, or continuing waiver of such provision or any other provision of this Agreement. Email exchanges, text messages, or other electronic communications, regardless of content, shall not constitute a signed writing for purposes of modifying this Agreement. The parties acknowledge that this provision is essential to maintain clarity and certainty in their contractual relationship and to protect the interests of the Public Entity as required by New Jersey law.

14. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of the State of New Jersey, County of Essex. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15. **HOLD HARMLESS AGREEMENT. Consultant and Responsible Party** shall defend, indemnify and hold harmless the Township, its agents, servants and administrators from and against any and all claims or actions at law, whether for personal injury, property damage or liability, including any costs of defense incurred by the Township and any payment, recoveries and judgment against the Township, which arise from any actions or omissions as vendor, its agents or employees in execution of the work and/or duties to be performed under the contract. Costs shall be deemed to include, but not limited to attorney's fees, filing expenses, expert witness fees, reproduction costs, and long distance travel and phone expenses in connection with the defense and shall bear the prevailing interest rate, where applicable. **Consultant and Responsible Party** shall be responsible for the damage to person or property caused or alleged to have been caused by or incidents to Work under the aforementioned Contract without expense to the Township, its agent's servants and/or administrators.

16. This Agreement shall be binding upon and insure the benefit of the parties and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties regarding access to the **Property** and may not be modified or amended except in writing and the rights of obligations hereunder may not be transferred or assigned without prior consent of the parties hereto.

17. This Agreement may be executed in multiple parts, in which case it shall become effective when the last party has executed the Agreement and delivered a copy to the other party.

IN WITNESS WHEREOF, the Owner, Consultant, and the Responsible Party have executed this Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, RMC
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

WOODARD AND CURRAN

[Print Name]

BY: _____
[Print Name]
Title:

ATTEST:

DGP URBAN RENEWAL, LLC

[Print Name]

BY: _____
[Print Name]
Title: