

1. Conference Meeting Agenda

Documents:

[CA3.7.17.PDF](#)

2. Public Meeting Agenda

Documents:

[PM3.7.17.PDF](#)

3. Resolution(S)

3.I. 67-17

Documents:

[67-17 AUTHORIZING HOLD HARMLESS AGREEMENT-VIETNAM TRAVELING MEMORIAL WALL EVENT.PDF](#)
[67-17 HOLD HARMLESS AGREEMENT-VISITING VIETNAM WALL.PDF](#)

3.II. 68-17

Documents:

[68-17 AUTHORIZING APPROVAL LETTER AND ACCEPTANCE OF FUNDS FROM HDRSF GRANT.PDF](#)
[68-17 EXHIBIT - HDRSF GRANT.PDF](#)

3.III. 69-17

Documents:

[69-17 AUTHORIZING EXECUTION OF AGREEMENT FOR USE OF NATIONAL GUARD ARMORY-WOFD.PDF](#)
[69-17 EXHIBITS-USE OF NATIONAL GUARD ARMORY-WOFD.PDF](#)

3.IV. 70-17

Documents:

[70-17 DISCHARGE OF MORTGAGE-178 MT PLEASANT AVENUE.PDF](#)
[70-17 - ATTACHMENT-178 MT. PLEASANT AVE..PDF](#)

3.V. 71-17

Documents:

[71-17 BLAU AND BLAU - TAX APPEALS.PDF](#)

3.VI. 72-17

Documents:

[72-17 AUTHORIZING SALE AGREEMENT FOR RIDGEWAY PROPERTY.PDF](#)
[72-17 EXHIBITS - SALE FOR RIDGEWAY PROPERTY.PDF](#)

3.VII. 73-17

Documents:

[73-17 RAFFLE LICENSES 3.7.17.PDF](#)

3.VIII. 74-17

Documents:

[74-17 AUTHORIZING EXECUTION OF INTERIM REDEVELOPMENT AGREEMENT.PDF](#)
[74-17 EXHIBIT - INTERIM REDEVELOPMENT AGREEMENT WITH THE ALPERT.PDF](#)

3.IX. 75-17

Documents:

[75-17 AGREEMENT WITH MATRIX FOR PRELIMINARY ASSESSMENT AND SITE IMP..PDF](#)
[75-17 EXHIBIT - MATRIX.PDF](#)

3.X. 76-17

Documents:

[76-17 VETERAN TAX EXEMPTION - 45 GLEN VIEW DRIVE.PDF](#)

4. ABC Matter(S)

Documents:

[572-17 ABC-PERSON TO PERSON FROM URMORAWIN CORP. TO MT. EVEREST CORP. 3.7.17.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

March 7, 2017

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 28, 2016 and published in the West Orange Chronicle on December 8, 2016.

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

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6:30 P.M

- **Proclamation – Registered Dietician Day**
- **Presentation: Joe Alpert & Bill Sullivan
 Harvard Press Redevelopment Project and
 Central Avenue Redevelopment Area**
- **Update-Redevelopment – Jack Sayers**
- **Discussion: Budget Hearing Dates**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
March 7, 2017**

**This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 28, 2016 and published in the
West Orange Chronicle on December 8, 2016.**

Statement of Decorum

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)**

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting –Public Meeting February 21, 2017**
- 5. *Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 67-17 Resolution Authorizing the Township to Execute a Hold Harmless Agreement with Vietnam and All Veterans of Brevard, Inc. (Legal-Moon)
The vendor will provide a 3/5 replica of the Vietnam Veteran's Memorial from June 30, 2017 through July 5, 2017. In order to comply with the insurance requirements for the event, the Township's insurance broker requested that a separate hold harmless agreement be drafted and executed consistent with the hold harmless and indemnification provisions of the original agreement with the vendor.
 - b. 68-17 Resolution Authorizing the Township to Accept Grant Funding from the Hazardous Discharge Site Remediation Fund (Legal-Moon)
This Resolution authorizes the Township to accept grant funding from the Hazardous Discharge Site Remediation Fund to be used for conducting a preliminary assessment and site investigation on the property located at 18 Central Avenue within the Central Valley Redevelopment and it also authorizes the Mayor to execute the Grant Agreement with the New Jersey Economic Development Authority from whom the funds originate.

- c. 69-17 Resolution Authorizing the Execution of an Agreement for the Use of the National Guard Armory for West Orange Fire Department Training (Legal-Moon) **(Memorialized)**
- d. 70-17 Resolution Authorizing a Discharge of Mortgage for Property at 178 Mt. Pleasant Ave., Block 77, Lot 6 (Planning)
- e. 71-17 Resolution Authorizing Special Counsel Blau and Blau to File and Prosecute Affirmative Tax Appeals Specifically Properties at 490 Prospect Avenue and 275 Northfield Avenue (Legal-Moon)
- f. 72-17 Resolution Authorizing the Township to Execute a Sale Agreement for the Sale of the Property Located at 55-57 Ridgeway Avenue. (Legal-Moon)
This sale follows the advertisement for and receipt of bids for the purchase of this property. The Agreement also includes and requires a Deed Restriction to limit the uses of the property consistent with the terms set forth in the Township's advertisement for bid.
- g. 73-17 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- h. 74-17 This Resolution Authorizing the Township to Designate the Alpert Group as Interim Redeveloper for the Central Valley Redevelopment (Legal-Moon)
This resolution also authorizes the Mayor to execute the Interim Redevelopment Agreement with the Alpert Group on behalf of the Township.
- i. 75-17 Resolution Authorizing the Township to Enter into an Agreement with Matrix New World to Perform a Preliminary Assessment and Site Investigation on the Property Located at 18 Central Avenue within the Central Valley Redevelopment Area and Central Valley Brownsfield Area (Legal-Moon)
This agreement is a requirement for the Hazardous Discharge Site Remediation Fund grant totaling \$77,237.90 from the Department of Environmental Protection and the Economic Development Authority.
- j. 76-17 Resolution Authorizing an Exemption from Real Estate Taxes for a Totally Disabled Veteran for Tax Year 2016 Pursuant to N.J.S. 54: 4-3.30 et seq. for Property at 45 Glen View Drive, West Orange, NJ (Block 166.15, Lot 5 C0045) (Tax Assessor)

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading-None

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. 572-17 Person to Person Transfer of Plenary Retail Distribution, License No. 0722-44-056-008, 261 Main Street, West Orange, NJ, 07052

13. Adjournment

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
 (1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

Agenda is subject to change.

RESOLUTION

WHEREAS, on December 24, 2016, the Township adopted Resolution No. 269-16 authorizing the Township to execute an agreement with the Vietnam and All Veterans of Brevard, Inc. (the "VVB") for the use of a 3/5 scale replica of the Vietnam Veteran's Memorial Wall for an event within the Township from June 30, 2017 through July 5, 2017, a copy of Resolution No. 269-16 with exhibits is annexed hereto as Exhibit "A;" and

WHEREAS, the Township's insurance broker has requested that a separate Hold Harmless Agreement be prepared consistent with paragraph 10 of the agreement with VVB in order to provide the required insurance; and

WHEREAS, VVB has reviewed and executed the prepared Hold Harmless Agreement, annexed hereto as Exhibit "B."

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute the Hold Harmless Agreement with VVB, annexed hereto as Exhibit "B;" and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Hold Harmless Agreement with VVB; and be it further

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

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: March 7, 2017

Exhibit “A”

RESOLUTION

WHEREAS, the Township of West Orange desires to host an event from June 30, 2017 through July 5, 2017 featuring a 3/5 scale replica of the Vietnam Veteran's Memorial Wall located in Washington, D.C. (the "Memorial Wall Replica"); and

WHEREAS, a company called the Vietnam and All Veterans of Brevard, Inc. ("VVB") from Melbourne Florida has provided a price quote and proposed agreement for use of the Memorial Wall Replica, a copy of the proposed agreement is annexed hereto as Exhibit "A;" and

WHEREAS, the price quoted is an estimate cost of \$7,248.00 which includes \$5,500.00 for the cost of the Memorial Wall Replica and \$1,748.00 for fuel and travel expenses, in addition to the requirement to provide lodging for VVB's personnel during the event; and

WHEREAS, the Township of West Orange believes that this event will be a positive means to honor the veterans within the community and educate the public.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute the Agreement with VVB, annexed hereto as Exhibit "A;" and be it further

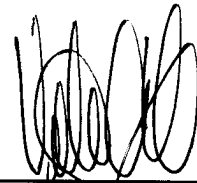
RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Agreement with VVB; and be it further

RESOLVED, that the Township of West Orange authorizes the initial \$1,000 deposit consistent with the applicable provision in the Agreement with VVB; and be it further

RESOLVED, that the Township of West Orange designates Joseph Pelose, Superintendent of Public Works as the point of contact for coordinating with VVB for planning of the event; and be it further

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

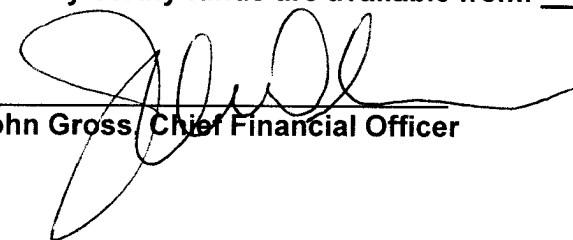

Karen J. Carnevale, R.M.C.
Township Clerk


Victor Cirilo
Council President

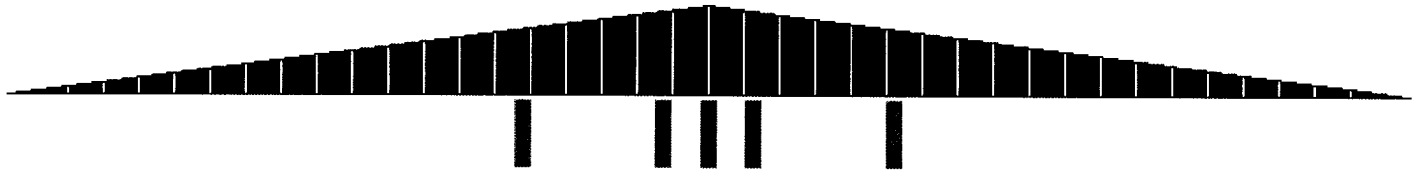
Adopted: December 20, 2016

I hereby certify funds are available from:

01-2010-00-9302-30


John Gross, Chief Financial Officer

Account No.



The Vietnam Traveling Memorial Wall®
Vietnam and All Veterans of Brevard, Inc.
PO Box 237225 Cocoa, FL 32923 - Phone 321-652-4185
www.TravelingWall.us

AGREEMENT 2017

This agreement by and between the Vietnam and All Veteran's of Brevard, Inc. a/k/a Vietnam Veteran's of Brevard, Inc. (hereinafter the "VVB") and **Township of West Orange NJ** (hereafter the "Township") entered into this date of **20 December 2016** as follows

1. This Agreement relates to the VVB providing an approximate 3/5 scale replica of the Vietnam Veteran's Memorial Wall located in Washington, D.C., along with equipment for the name locator and associated equipment.
2. The Township shall pay the sum of \$5,500.00 relative to the use of Memorial Wall during the period of **6/30/2017** through **7/5/2017**. Township shall pay a \$1,000.00 deposit, which is due upon the execution of this Agreement. Township agrees to pay the cost of fuel for every mile in excess of 400 miles, and travel expenses to include two (2) motel rooms and per-diem for two (2) people roundtrip. In other words, the \$5,500.00 sum relative to the Memorial Wall includes mileage up to 400 miles. All mileage in excess of 400 miles shall be paid by the Township. If the Wall is needed longer, a rate of \$200 per day will be added to the cost. (Does not include two weekends). The parties agree the VVB has the right to adjust the fuel charge up to and including the day prior to the event, but any such adjustment shall not include any increase in the fuel charge greater than \$800 and shall only occur upon submission of documentation evidencing the basis for such increase.
3. The balance of \$4,500.00 along with any other associated costs referred to in this agreement is due upon the arrival of the Vietnam Traveling Memorial Wall at the exhibition site. The parties agree that the exhibition site is located at **TBD – West Orange, NJ**.
4. Either party may terminate this agreement without cause within thirty (30) days of signing this Agreement. There must be a timely written notice of intent to cancel this Agreement in order for the deposit of \$1,000.00 to be returned to the Township. In the event the Township elects to cancel the Agreement, then the written notice to cancel must be received by the VVB within thirty (30) days of the date of the signing of this agreement; otherwise, the deposit is forfeited. The Township waives any claim to the deposit in that event.
5. Acceptance of this agreement by the VVB is subject to the Township's compliance with the terms, conditions and guidelines as set forth in Information Kit 2015/16 Rev: August 6, 2014 attached hereto as Exhibit "A," and made a part of this Agreement.
6. The Township must provide a sufficient number of volunteers defined by the VVB for the purpose of setting up the Memorial Wall, providing the name locator assistance, providing 24 hour security and disassembly of the Memorial Wall. The Township shall provide a minimum crew of twenty (20) people (18 years or older) to set up and disassemble the Wall. In the event the Township does not provide the adequate number of people to set up and disassemble the Wall, then the VVB in its sole discretion may hire an outside contractor to provide these services and bill the Township accordingly. The Township specifically agrees to pay the cost of these services.

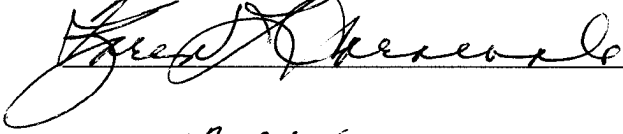
7. Alternatively, the VVB may cancel this agreement upon arrival at the exhibition site if at least twenty (20) people are not present to set up and committed to disassemble the memorial wall.

In the event the VVB elects to cancel this agreement due to the inadequate number of people to disassemble the Wall, then the VVB is relieved of any and all obligations relating to this agreement and shall retain the \$1,000 deposit which shall be forfeited by the Township.

8. The Township shall provide and prepay for two (2) smoking motel rooms (if possible) at a major motel acceptable for the duration of the event. Contact manger about extended stay motels. The duration of the event is defined to include 24 hours before the scheduled date and time to assemble the Memorial Wall and 24 hours after the scheduled date and time to disassemble the Memorial Wall.
9. Township shall be responsible for obtaining all licenses and permits required for the uses authorized.
10. Township shall indemnify and hold harmless the VVB and its agents, directors, officers, employees and representatives from and against all claims, damages, losses and expenses, that result from any negligence or recklessness by the Township and/or its employees, agents or volunteers, including but not limited to personal injury and/or property damage arising out of or resulting from the performance of this agreement.
11. The Township shall secure a liability insurance policy naming the VVB as an additional insured in the minimum amount of \$1,000,000.00. The Township shall provide the VVB evidence of the policy at least ten (10) days before the effective date of the arrival of the Memorial Wall.
12. In the event that the exhibit shall be prevented or delayed due to acts of nature or acts of God or any other contingencies beyond the scope and control of the VVB, exhibit dates will be appropriately adjusted and rescheduled.
13. This Agreement shall be interpreted and controlled by New Jersey law.
14. The Township shall provide the VVB evidence of compliance of all obligations obtained in this agreement upon demand by the VVB. Any noncompliance by the Township entitles the VVB to cancel the Agreement and retain the deposit(s).
15. This contract between the Vietnam Traveling Memorial Wall Committee and Township shall be binding upon the parties and represents the entire agreement between the parties.
16. Each party represents that the person signing this document has been authorized to bind the respective parties.

Vietnam and All Veteran's of Brevard, Inc.

Township of West Orange



Sign: _____

Name Robert D. Parisi

Title Mayor

Date: _____

Date: 12.21.16

Please mail completed forms and other information to:

The Vietnam and All Veteran's of Brevard, Inc.
C/O Richard Russo
2636 Locksley Rd.
Melbourne, FL. 32935

Wall Cost \$5,500.00
Fuel / Travel Charge: \$ 1,748.00
Total: \$7,248.00
Less Deposit: \$1,000.00
Total Due on Arrival: \$6,248.00

The Vietnam Traveling Memorial Wall Information Kit 2015 / 2016

REV: August 6, 2014

Sponsoring the Vietnam Traveling Memorial Wall

Once you have confirmed the dates for your event, you are on the way to bringing **The Vietnam Traveling Memorial Wall** to your community. The logistics involved may be a lot for one person to handle, so we recommend that you organize a committee and share the workload. If “**The Wall**” is being brought to your community in conjunction with another event, it is imperative that two committees are formed. One for “**The Wall**” the other for the event. This will insure that the Wall committee will be dedicated only to the Wall. We also recommend a Point of Contact (POC) to work with the Wall Manager, this way one person can report to the committee and the Wall manager. Provide copies of this packet for your members and contact us with any questions you or your committee might have, as we are here to help make **The Vietnam Traveling Memorial Wall** a great community event.

Fundraising

As the sponsor, you have several options to help with the funding. Several options might be joining with another veteran's organization and co-sponsor the event, contact local businesses in your community to help with the funding. City and county governments, the local tourism board are other options.

Publicity

Publicity is crucial in getting the word out to your community that **The Vietnam Traveling Memorial Wall** is coming to your town. Distribute media packets to the local TV and radio stations for Public Service Ads (PSA's). Contact the newspapers, daily and weekly, with a story. Feel free to have the local papers contact the Wall Manager for information, and pictures. Our logo may be used on posters and flyers *only*. Use of our logo on any other items is prohibited. We can provide pictures taken by Welsh Photography with proper credit given in all publications. In addition, if you have a web site we can add your link on our site and ask that you put our link on yours; this will also help get the word out. We are **The Vietnam Traveling Memorial Wall and require that our proper name be used in all your advertisements and programs.** By using all assets available, you will ensure that the community will not only know about your event, but will want to come out and show support.

The Site Location

Due to the size of **The Vietnam Traveling Memorial Wall**, the best place to set up is in a park or an area with grass and trees. We can adjust the angle of the wings up to 180 degrees however: **The Vietnam Traveling Memorial Wall** looks best set between 120- 135 degrees at the apex. (See lay out drawing) Begin by deciding where you want the apex (center), measure 144 feet for each wing and adjust the angle for 125°. You will need an area about 310' x 60' and the ground should be level and flat (shoot with a transit) to make set up easier. You also need 5 feet of grass behind the Wall so the stakes that support the Wall will be set up properly. The site prep can be prepared in advance with a box blade and packing fill for level flat ground. If there are problems with the level of the land, building a wooden frame is suggested. Attachment #1 shows the guidelines for the frame.

Landscaping

The landscaping options are the choice of the Sponsor. Our recommendations are placing mulch (7 cubic yards of mulch is ample) in front of the Wall; this covers the rails and gives a place for people to leave items. Shrubs, small trees or even flowers at each end of the Wall add a nice touch in these areas. Contact your local florists and lawn & garden business and Home Depot regarding the loan of shrubs. You can also purchase them and then sell them to your membership after the event. Accommodations for wheelchairs should also be addressed. Providing flowers or small flags for people to place at the Wall is always appreciated by the visitors to the Wall.

Set up of and take down of The Vietnam Traveling Memorial Wall

The crew size needed for setting up and taking down **The Vietnam Traveling Memorial Wall** a minimum of twenty (20) people (18 years or older) is required. Prior to set up, the Wall Manager will brief everyone on how to set it up. Tools and hardware used for set up are provided by the Wall manager. It will take about five hours for set up. We also ask that you have three (3) 2x4's and a saw to cut them if needed, plus twenty (20) cinder blocks for leveling and frame support. Accommodations for wheelchairs should also be addressed.

Due to the length of time required for set up (3 to 6 hours) and take down (3 to 5 hours), please have bottled water available for the workers.

The Vietnam Traveling Memorial Wall Escort

Many of the sponsors want to escort **The Vietnam Traveling Memorial Wall** into their community. Local veteran motorcycle groups and clubs (i.e. Legion Riders, PGR, HOG, or local riders) are always ready to provide an escort. A large place to meet such as a parking lots is needed for the formation. Contact the local law enforcement to work out the route and let the public know. The time and place for meeting the escort can be worked out with the Wall Manager.

Inclement Weather

During lightning storms, **The Vietnam Traveling Memorial Wall** will close to protect the visitors.

If the drainage is poor at the Wall, wood chips or straw should be available to place in front of The WALL to prevent mud from forming and create a walkway for the visitors.

Volunteers

Out of respect for the names on The Vietnam Traveling Memorial Wall, we will require a minimum of two (2) people to staff the Wall 24 hours a day. This will ensure that people visiting the Wall do not smoke, bring in food, drinks or pets. The volunteers will also be responsible for prohibiting horseplay, limiting cell phone use and assisting visitors in finding names and obtaining rubbings.

During the hours of 9 a.m. – 9 p.m., a minimum of two (2) volunteers are required to work in the locator tent to find the names in the directories. Due to the sensitivity involved in finding the names, volunteers working the locator booth must be adults. Attachment #2 is a letter written by a Clinical Psychologist who works with Veterans, to give volunteers insight to the emotions some veterans experience while visiting the Wall. Please make copies and distribute to all volunteers.

During the peak times, additional volunteers will be required. These peak times are usually Friday evening, Saturday and Sunday. We will brief the volunteers at every shift change on the workings of the directories and the Wall. The Wall will provide rubbing paper and pencils.

The volunteers should have a list of emergency phone numbers at the Command Post. The Wall Manager will also give the sponsor contact information. These numbers should also be available to the volunteers at night.

Shelters/Command Post

A tent or shelter will be needed for the volunteers working the directories to help people find names. In addition, we suggest that you have an area with a few tents or canopies for the workers to take a break. You could use a tent or an RV for a command post to run your work and volunteer crews. In areas prone to afternoon thunderstorms, an RV or a truck should be available for the security crews to use during times of lightning.

Food & Water for Volunteers

We recommend that coffee and water is available for the workers throughout the day and night. By talking to fraternal organizations and businesses, you should be able to get food or snacks and water donated.

Fire & Police

Due to the large number of people that will turn out for your event, be sure to coordinate with your police departments to help with traffic control. The fire department should be contacted in case they have to respond with a rescue unit.

Power and Lighting

Portable halogen lights (approximately two units should cover it) can be rented from or construction equipment companies in your community to provide illumination at the Wall during the night. This also can be the power source for the coffee pots if no other source is available.

Flag Poles, Signs and Grounds Keeping

The Vietnam Traveling Memorial Wall will supply three American Flags behind the Wall at the apex and one POW-MIA flag at each end of the Wall. The five-service flags will be placed around the front of The Vietnam Traveling Memorial Wall. **Everything inside the flag line is Hallowed Ground and will be treated as such.** The sponsor may fly their state flag if they choose.

“No Smoking, No Drinking, No Food, No Cell Phones and No Pets” signs (supplied by the Wall crew) shall be placed near the entrance to **The Vietnam Traveling Memorial Wall** area. A trash container should be near by for items. Volunteers should be instructed to keep the area free of litter and dump trash containers.

If there are no buildings close by for public use, portable chemical toilets should be provided.

Artifacts Left

Visitors to **The Vietnam Traveling Memorial Wall** often bring memorabilia and leave it at the base of panel where their loved ones name is inscribed. It will be up to the sponsor to remove and appropriately handle all materials left by the public at The Vietnam Traveling Memorial Wall during exhibition.

Counseling

The Vietnam Traveling Memorial Wall can be an emotional experience for some. Please consider having understanding and knowledgeable counselors on hand. A good source is the local Vet Center. They are usually eager to help and in some cases provide the mobile van. The VA and local ministries are also good sources for these volunteers.

Ceremonies / Programs

We suggest holding an opening ceremony within the first few days. Local heroes and/or dignitaries can speak. The Wall Manager is also available to speak on the Wall. This a good time to acknowledge sponsors and organizations who contributed to your event. Local veteran organizations may wish to place wreaths and provide Color Guards.

On the last day, you can have a closing ceremony, maybe retiring the Colors and Taps, anything you feel would make a proper statement.

The visitors always appreciate a program or brochure for the opening or closing. The cost of printing can be expensive if you cannot get services donated. By combining the opening and closing agendas in the same program they can use the same one all week. A program is a good place to mention any businesses or other groups that have been helpful in supporting you in putting on this event.

Schools

If your event falls during the school year, it is always a good idea to invite the schools to visit **The Vietnam Traveling Memorial Wall**. The sponsor can coordinate with the Principals to set visiting times. The Wall Manager will be available when the students arrive to answer any questions and give a briefing of the meaning of the Wall. We welcome the students and thank the teachers who want to expose their classes to a part of history that is no longer in the history curriculum in many schools.

The Wall is sacred and therefore entitled to respect and reverence. Students should be well behaved and quiet. Should the students become unruly they will asked to leave. Rubbings of the names are prohibited as it can become a game. **The Wall is sacred and therefore entitled to respect and reverence.** Please make sure that teachers and professors are aware of what is expected of their students by giving them a copy of Attachment #3.

If a student should have a relative on the Wall and wants to get a rubbing, it will be permitted under supervision of the Wall Manager

Donation Jars

It is our policy that any money collected by the use of donation jars will go to the sponsor, not **The Vietnam Traveling Memorial Wall**. Sponsors can use donation jars to help defray the cost of bringing **The Vietnam Traveling Memorial Wall** to your city. **We require that a label on the donation jars identify who will be receiving the money.** This prevents any confusion as many people think the money goes to the Vietnam Traveling Memorial Wall. If you have a business, or city funding for The Vietnam Traveling Memorial Wall and you choose to use donation jars we suggest that the money collected for veterans programs in your area or a charity supporting our Troops or Veterans.

Vendors

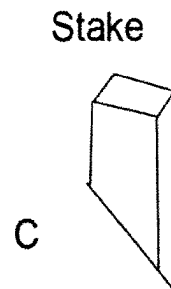
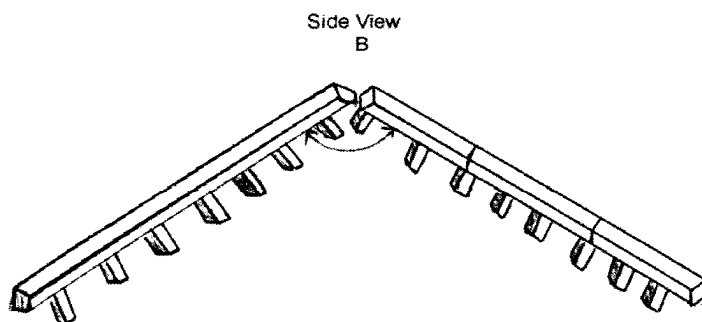
The area around the Wall is considered hallowed ground and should be respected. If you choose to have other things at your event, they cannot be in area around **The Vietnam Traveling Memorial Wall**. A stage maybe set up for the opening and closing but no other entertainment can use it (excluded are military bands for the Ceremonies). The Wall Manager will approve static displays at **The Vietnam Traveling Memorial Wall**.

Attachment #1

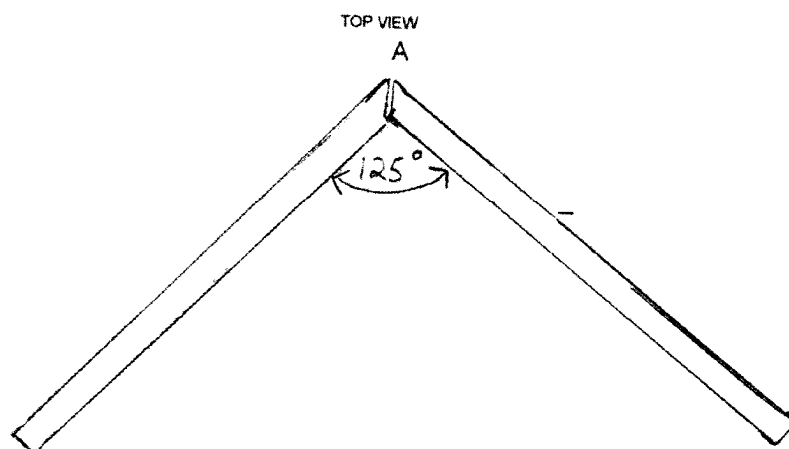
Instructions for building a frame

The following are instructions to build a wood frame that supports the Wall in the event the ground is not level. To build the frame you will need 30 10' 2x4's (15 per side, total 144'). You can use 4x4's if this would work better pending how high you need to go to be level. You will also need 2x4's to cut for stakes. See drawing C. Request pictures of frame from Wall Manager.

1. First, you need to shoot the site with a transit and run a level string line with your 125-degree angle at the apex and 144' for each wing (East & West).
2. At the apex set your first stake about 3" down the string line. Do this for both the east and the west wing. As you pound in the stakes, run them parallel to the string with the 2" side against it. If you cut your stakes at 12", they should be solid when you pound them in the ground.
3. Pound your stakes at the 3', 6' and 9' mark, the stake at the 3' and 9' mark will be where the 2x4's butt up to each other. Then set the 2x4's on the top. See Pictures below.



4. Set all you stakes for both the East and West wing. When this is done cut your stakes off so they are all even with the top of the string line. Place 2x4's on the top of the stakes (4" side up) and secure with screws. See picture A.



Attachment #2

DEPARTMENT OF VETERANS AFFAIRS
Brevard Outpatient Clinic
2900 Veterans Way
Viera, FL 32940

July 18, 2008

To volunteers assisting with The Vietnam Traveling Memorial Wall

Thank you so much for your willingness to be a very important part of the healing process for many veterans. I was asked to write this letter to help deepen your understanding of the emotional experiences many veterans have when visiting the Wall.

While the Wall is many different things to many people, for most, it is certainly an extremely powerful symbolic representation of the war both in magnitude with the number of names, and in intimacy with listing of each individual name. Many of us have not had to suffer hardships of war, so it is difficult to understand the emotional aftermath of the experience, but not necessarily beyond our frame of reference.

The emotional bonds between warriors who serve in war together most often can quickly become as close, and even closer, than the bonds between family members. Qualitatively, the emotions many veterans experience are not that different from what we might have experienced at the funerals of a parent, child or sibling.

It can be useful to think of the Wall as being similar to a tombstone. Perhaps, you could imagine what it might be like to visit the grave of a close friend or family member who died while enduring incredible hardships to keep you and the rest of your family alive. I think that about, as close as most of us who have not been at war can come to emotionally understand the experience. Another emotional factor is the intense anxiety and phobic avoidance associated with the Wall for many veterans.

Many of us have unrealistic fears of flying, public speaking, snakes, spiders, the dentist and can go well out of our way to avoid being in those situations. Most veterans have similar anxious feelings about the Wall as it can bring up such intense memories and emotions. However, many veterans feel it is a duty for them to pay respects to those that died in service. Therefore, for many veterans, visiting the Wall can be a kind of pilgrimage that has taken them many years to be able to work up to.

Lastly, there is a magnitude of loss and suffering which is captured in all of those names and trying to find some kind of meaning, or reason for it. Each veteran has a unique experience with the Wall, but these are common emotional experiences for many. My hope in writing this is that it has provided some of you with a deeper understanding of the veteran's emotional experiences so that you recognize that when you set up a panel of find a name for someone, you are doing so much more than you may realize, and that we all might be better able to honor those who have fought for us and to better help them heal.

With warmest thanks for your service,

Daniel S. Philpot, Psy D
Clinical Psychologist

Schools

Principals and Teachers,

Thank you for making this event available to your students. It is always a pleasure to be involved with educators who wish to expose students to a part of history that is no longer in the history curriculum in many schools.

In order to make their time at the Wall productive, please set scheduled times for each group with the sponsor. The Wall Manager, a Vietnam Veteran, will be at the Wall to brief the students and answer any questions.

The Vietnam Traveling Memorial Wall is sacred and therefore entitled to respect and reverence. Students attending the Wall should be well behaved and quite. Due to the large number of students during class trips, we do not allow the rubbing of names. We have found this gets out of control and turns in to a game. If the students become unruly they will be asked to leave. If a student that has a grandfather or family member on the Wall special consideration will be given. Upon arrival, contact the Wall Manger with this request.

It is our hope that by bringing students to the Vietnam Traveling Memorial Wall it will spark an interest in history and get them to return with their parents. Your help with this will ensure that the Vietnam War and those that died will not be forgotten.

Yours truly,

Doc Russo
Wall Manager

Exhibit “B”

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on 18 Feb., 2017 by and between the Vietnam and All Veteran's of Brevard, Inc. a/k/a Vietnam Veteran's of Brevard, Inc. (hereinafter, "VVB"), located in Cocoa, Florida 32923 and the Township of West Orange (hereinafter the "Township"), located at 66 Main Street., West Orange, New Jersey 07052. VVB and the Township are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, the Township desires to host an event utilizing a 3/5 scale replica of the Vietnam Veteran's Memorial Wall located in Washington, DC (the "Replica Wall"); and

WHEREAS, the Township and VVB has agreed to the terms governing the use of the Replica Wall as set forth in the agreement annexed hereto as Exhibit "A" (the "Event Agreement"); and

WHEREAS, pursuant to paragraph 10 of the Event Agreement, the Township agreed indemnify and hold harmless the VVB.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, VVB and the Township hereby agree as follows;

TERMS

1. Indemnification and Hold Harmless, West Orange Police Department shall fully defend, indemnify, and hold harmless the VVB from any and all claims, lawsuits, damages, losses, expenses, demands, causes of action, liability, loss, and/or injury that results from any negligence or recklessness by the Township and/or its employees, agents or volunteers, including but not limited to personal injury and/or property damage arising out of the performance of the Event Agreement.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service

voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statement or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under New Jersey law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under New Jersey law.

8. Applicable Law. This Agreement shall be governed exclusively by the laws of New Jersey, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the Superior Court of New Jersey, Law Division. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures. This Agreement shall be signed on behalf of VVB by Richard Russo, and on behalf of Township of West Orange Mayor Robert D. Parisi and effective as of the date first written above.

VIETNAM AND ALL VETERAN'S
OF BREVARD, INC.



RICHARD RUSSO

TOWNSHIP OF WEST ORANGE

ROBERT D. PARIS

Mayor for the Township of West Orange

RESOLUTION

WHEREAS, on August 9, 2016, the Township Council passed Resolution 189-16 which authorized the Township through its designated Licensed Site Remediation Professional Matrix New World (the "LSRP") to apply for a grant from the Department of Environmental Protection (the "DEP") and the Hazardous Discharge Site Remediation Funds (the "HDSRF") to conduct a Preliminary Assessment (the "PA") and Site Investigation (the "SI") for 18 Central Avenue, Block 9, Lot 36, and 4 Tompkins Street, Block 7, Lot 22 9 (the "Selecto-Flash Property"); and

WHEREAS, the grant has been approved by letter dated February 17, 2017, see Exhibit "A," annexed hereto; and

WHEREAS, the Township must execute an acknowledgment and acceptance agreeing to the conditions contained in the letter in order to be provided the grant; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor is hereby authorized to execute the acknowledgment on behalf of the Township accepting and agreeing to the conditions set forth in the letter annexed hereto as Exhibit "A;" and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature; and be it further

RESOLVED that a copy of this resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: March 7, 2017

Exhibit “A”



NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

February 17, 2017

Leonard Lepore
llepore@westorange.org
Municipal Engineer & Director
of Public Works
Township of West Orange
66 Main Street
West Orange, NJ 07052

Re: **HDSRF, NOTICE OF APPROVAL LETTER**
HDSRF, Public Entity Grant Program
Application #P43554
Applicant: West Orange Township
Project Site: Selecto Flash Inc.
Grant Award: Up to \$77,238

Dear Mr. Lepore:

I am pleased to inform you that the New Jersey Economic Development Authority (the "Authority") has approved the application of the Township of West Orange for an up to \$77,238 Hazardous Discharge Site Remediation Fund (the "Fund") Grant ("Grant") from the New Jersey Department of Environmental Protection (the "Department") for the Preliminary Assessment and Site Investigation, along with report preparation, at the Selecto Flash Inc. site (the "Project"), as stated in your request for Grant assistance.

The Authority has approved the Grant upon the terms and conditions set forth in this notice of approval letter. No act or omission by or on behalf of the Authority shall be deemed as a waiver to any of the terms and conditions contained in this letter. Such a waiver may be made only by an instrument in writing duly executed by an authorized representative of the Authority.

NAME OF GRANTEE:	West Orange Township
PROJECT SITE:	Selecto Flash Inc. 18 Central Ave. Block 7 and 9, Lot(s) 32 and 36 Essex County
GRANT:	Up to \$77,238 from the Fund

CONDITIONS:

The Grantee shall complete the Project substantially as set forth in its request for Grant assistance.

The interests of the Grantee and the Authority are or may be different and may conflict. The Authority's attorney represents only the Authority and does not represent the Grantee in the Grant transaction. The Grantee, therefore, is advised to employ an attorney licensed to practice in the State of New Jersey, of the Grantee's own choice, to represent the Grantee's interest in the Grant transaction.

The credit of the Grantee and all other features of the transaction shall be as represented to the Authority without material adverse change. The Grantee shall not be involved in any bankruptcy, reorganization or insolvency proceeding.

Counsel to the Authority must be satisfied with respect to the legality, validity, binding effect, and enforceability of all instruments, agreements, and documents used to effect and consummate the transactions contemplated herein.

Each unsatisfied covenant, term and condition of this notice of approval which is not expressly waived in writing by the Authority shall survive any closing hereunder. In case of any conflict between any unwaived and unsatisfied covenant, term or condition of this notice of approval and the provisions of the Grant documents delivered at or pursuant to any closing regarding this Grant, the unwaived and/or unsatisfied covenant, term or condition of this notice of approval shall control.

This notice of approval is subject to acceptance by the Grantee of the terms and conditions contained herein. This notice of approval letter must be signed and returned to the undersigned.

The Authority's commitment shall terminate and the Authority shall have no further obligation in connection with your application if this notice of approval is not signed and returned to the Authority by June 17, 2017. This Approval Letter may be executed and delivered by telecopier, email, PDF or other facsimile transmission of all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

In addition, in the event that the Grant is not closed on or before 90 days from the acceptance date of the notice of approval, the Authority's obligation to provide Grant shall terminate and you will be required to submit a new application.

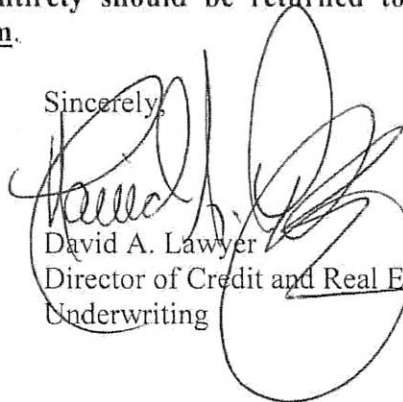
It is specifically understood and agreed that this Grant is *cross-defaulted* with any existing assistance and any future assistance provided by the Authority and/or State to the Grantee and/or any of its subsidiaries including, but not limited to, entities that may not be related to Grantee, but have common principals.

We are pleased to be of service to your Grant needs. If you have any questions regarding this approval letter, please contact Kathy Junghans, Finance Officer at (609) 858-6732 or kjunghans@njeda.com.

If you have any questions regarding the closing requirements for this Grant contact Closing Officer Kathleen Smith at 609-858-6766 or ksmith@njeda.com.

This fully executed approval letter in its entirety should be returned to Renee Krug, Administrative Assistant, at rkrug@njeda.com.

Sincerely,



David A. Lawyer
Director of Credit and Real Estate
Underwriting

KJS

cc: John Doyon, NJDEP

ACCEPTED AND AGREED
THIS _____ DAY OF
_____, 20__ BY:

GRANTEE:

WEST ORANGE TOWNSHIP

By: _____
Robert Parisi, Mayor

RESOLUTION

WHEREAS, the West Orange Fire Department seeks to use the National Guard Armory located at 1315 Pleasant Valley Way (the “Armory”) for a training exercise from February 27, 2017 through March 2, 2017; and

WHEREAS, State of New Jersey, Department of Military and Veteran’s Affairs has provided a proposed agreement for use of the Armory, see a copy of the proposed agreement annexed hereto as Exhibit “**A;**” and

WHEREAS, the proposed agreement sets forth an application fee of \$75 and a use fee of \$1,276 for a total cost of \$1,351.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor is hereby authorized to execute the agreement for use of the Armory annexed hereto as Exhibit “**A;**” and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor’s signature; and be it further

RESOLVED that a copy of this resolution shall be made available in the Clerk’s Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: March 7, 2017

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

Exhibit “A”

State of New Jersey
Department of Military & Veterans Affairs-RPB
P.O. Box 340
Trenton, NJ 08625-0340

Date of Use Agreement: Tuesday, February 07, 2017

Use Agreement Number: 17220

This Use Agreement, made and entered into on the above date between the Department of Military and Veterans Affairs, State of New Jersey, (hereinafter Department), and

Township of West Orange
66 Main Street
West Orange, NJ 07052

John Sayers
POC: Captain Steven Hywel (973) 769-1921
Cell: (862) 250-3860

hereinafter referred to as the User.

WITNESSETH that the parties hereto for the considerations hereinafter mentioned and agree as follows:

1. The Department hereby leases to the User, space at the following premises for the term and purpose stated:

National Guard Armory: 1315 Pleasant Valley Way
West Orange, NJ 07052-1419

Dates: Monday, February 27, 2017 - Thursday, March 02, 2017

Time: Daily 08:30 AM - 02:00 PM

Purpose: Firefighter Training

Space Used: Drill Floor 299x124

2. The User shall pay the Department, in advance, by Bank, Cashier, Certified Check or Money Order to the Treasurer, State of New Jersey as indicated below:

Application Fee: \$75.00

Total Fees: \$1,351.00

Balance Due: \$1,351.00

Use Fee: \$1,276.00

Estimated Armorer Fee: \$0.00

The Armorer Fee is for custodial services that include those services required before, during and the after the use. Fee is based upon overtime or premium rates for personnel engaged to perform these services. Additional Fees may be assessed if estimated armorer fee is not sufficient to cover the required custodial services.

User will be responsible for the payment of any and all fees related to the use of additional space and Armorer fees worked not listed on the original contract.

3. Person of contact for the Department will be:

Raul Chacon

Telephone (973) 669-8962, (609) 209-8116 cell

Any problems or inquiries should be directed to this person.

4. The User shall obtain liability insurance coverage for the period of the use in the following minimum amounts. Insurance policy shall name the New Jersey Department of Military and Veterans' Affairs and its employees as an additional insured.

Insurance: \$1,000,000 Bodily Injury

\$1,000,000 Property Damage

NOTE: Reduced use fees due to the nature of use during the normal duty day. Fees for additional uses will be determined on a case by case. User must remove and safeguard all items off the drill floor area after daily use.

5. The User shall conform and comply with all the conditions set forth in this Use Agreement.
6. Additional paragraphs:
 - a. Thermostats are kept at a daytime setting of 65 degrees and 50 degrees at the close of normal working hours (1630 hours) during the 15 November-1 April heating season.
 - b. User shall be responsible for control of traffic and parking vehicles. Notwithstanding the provisions of this lease, access to the building shall always be available to NJNG and Department personnel to conduct normal New Jersey National Guard business.
 - c. User shall assume all responsibility for damage or loss of Federal or State property caused directly or indirectly by User.
 - d. Cooking on armory premises is prohibited. Servicing of catered meals will be permitted.
 - e. NO SMOKING WILL BE ALLOWED AT THIS FACILITY.
 - f. The use, sales and/or distribution of alcoholic beverages is prohibited.
7. User shall be solely responsible for obtaining any and all DEPARTMENT OF COMMUNITY AFFAIRS (DCA) local or other permits required. Local permits are not required for functions sponsored by the National Guard or agencies of the State of New Jersey. User is obligated to determine whether State permits are required for all functions not sponsored by the National Guard or the State of New Jersey. User shall produce copies of all permits upon demand of Lessor.
8. User shall be solely responsible for the collection of any and/or all state and federal sales taxes associated with its use of this facility. User shall insure it meets or exceeds all state and/or federal laws.
9. USER MUST OBTAIN APPROPRIATE STATE FIRE PERMITS.
10. By signing the lease agreement, the lessee agrees that he/she shall not perform any renovations, remodeling, or construction in any area of a NJDMAVA facility without first thoroughly reading the O&M Plan for that facility and coordinating such activities through the NJDMAVA Asbestos Program Manager (APM). In addition, the lessee shall not disturb any area of a NJDMAVA facility where Asbestos Containing Material or Presumed Asbestos Containing Material has been identified without first coordinating such activities through the NJDMAVA APM. The Asbestos Management Plan and Statewide Building Survey Report is available at <http://www.nj.gov/military/installations/index.html> for the Lessee review.
11. INDEMNIFICATION
 - a. User shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the employees of the State of New Jersey and the New Jersey Department of Military and Veterans Affairs, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of any loss of life or property, or injury or damages to the person, body or property of a person, persons or entity, which shall arise from or result directly or indirectly from User's use of the leased premises. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this lease. Furthermore, the provision of this indemnification clause shall in no way limit the obligations assumed by User under this use agreement, nor shall they be construed to relieve User from any liability nor preclude the State of New Jersey or the New Jersey Department of Military and Veterans Affairs from taking any other actions available to it under any other provisions of this lease or at law.
 - b. The State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the agents and employees of the State of New Jersey and the Department of Military and Veteran's Affairs, shall under no circumstances be liable to User or any person, partnership, corporation or other entity or instrumentality for injuries, expenses, delays, damages or interference with the other contractual obligations of User or User's employees, agents, independent contractors, or other affiliate which may result from suspension or termination of this lease by the New Jersey Department of Military and Veterans Affairs in accordance with the terms of this lease.

- c. Lessor assumes no responsibility whatsoever for any property brought to the lands by the User, or any other person, independent contractor, partnership, corporation or entity or instrumentality. The Department shall under no circumstances be liable to User or any persons, partnership or other entity for any loss, damage or destruction of property sustained in connection with the activities conducted by User under this lease.
- d. User hereby agrees to defend, indemnify and save harmless the Department, its officers, agents, and employees, and each and every one of them, from and against all suits, costs (including attorney fees and costs and court costs), claims, expenses, liabilities, and judgments of every kind and description, actually and reasonably incurred, whether threatened, pending, or completed, including claims, suits, costs, expenses and judgments of officers, agents, employees and contractors of the User, and from and against all damages and expenses to which the Department may be subjected by reason of the use of the premises for which this Agreement is made, including without limitation, any claims, suits, costs, expenses and judgments by reason of any damage to or destruction of the environment whatsoever including, without limitation, land, air, water, wildlife and vegetation, including, without limitation, the disturbance of or placement of fill in wetlands, discharges of toxic substances, or any occurrences which constitute violations of Department of Environmental Protection or Environmental Protection Agency Laws or Regulations caused by, resulting from, arising out of or occurring in connection with the use of the leased premises as described in this lease, or any use of which User may notify the Department under the provision of this use agreement, or of any other use User may make of the leased premises, or incidental or appertaining thereto, or in connection with the creation of wetlands by the User. Notwithstanding the above, the obligations assumed by the User herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Department. User further acknowledges the possibility of criminal sanctions for such illegal activity. The obligation of the User under this paragraph shall survive the expiration of the Agreement.

- 12. THIS USE AGREEMENT IS ISSUED ON A "NO REFUND" BASIS. CANCELLATION OF THE LEASE BY THE NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS WILL NOT AFFECT THIS POLICY.
- 13. THE ADJUTANT GENERAL OR HIS AUTHORIZED REPRESENTATIVE MAY CANCEL USE AGREEMENT WITHOUT CAUSE, IMMEDIATELY.

In Witness hereof, we have hereunto set out hands and seals the day and year first above written.

STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS.

BY _____
JOHN SAYERS
Business Administrator

BY _____
JILL ANN PRIAR
Chief
Office of Real Property

RESOLUTION

WHEREAS, on September 7, 2013, a \$35,000 mortgage was filed by the Township under the West Orange Housing Rehabilitation Program (the "Mortgage"), against William E. Lee (the "Owner") who owns 178 Mt. Pleasant Avenue in the Township of West Orange, known as Block 77, Lot 6 on the Tax Map for the Township of West Orange (the "Property"); and

WHEREAS, the Mortgage was payable upon sale or transfer of the Property; and

WHEREAS, the Owner contacted the Township to advise that the Mortgage was repaid in full or about February 27, 2017 and has requested the execution of a Discharge of Mortgage; and

WHEREAS, the Department of Planning and Development has reviewed its files and confirmed that the Mortgage has been paid in full.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor is hereby authorized to execute the Discharge of Mortgage, attached hereto as Exhibit "**A**", "pertaining to the Property; and be it further

RESOLVED that the Township Clerk is authorized to attest to the Mayor's signature; and be it further

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

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: March 7, 2017

DISCHARGE OF MORTGAGE

A certain Mortgage dated September 7, 2013 was made by William E. Lee, 178 Mt. Pleasant Avenue, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$35,000.00. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, December 5, 2013 in Mortgage Book 12471, Page 4568.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and Certify to this Discharge of Mortgage on

Witnessed or Attested by:

Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to:

RESOLUTION

WHEREAS, pursuant to Title 54 of the New Jersey Statutes Annotated, the Township regularly assesses all real properties within the Township and allocates its budget in a proportionate manner based upon the value of the various line items; and

WHEREAS, by Agreement dated December, 2016, the Township retained Blau and Blau, Attorneys at Law of the State of New Jersey, as special counsel for the purpose of handling commercial tax appeals for the period January 1, 2017 through December 31, 2017 (“Special Counsel”); and

WHEREAS, Special Counsel’s engagement includes specifically the right to file affirmative tax appeals on behalf of the Township which tax appeals are designed to accurately and equitably apportion the real estate tax burden among the existing properties within the Township; and

WHEREAS, Special Counsel is entitled to a contingent fee if any increase in assessment occurs as a result of the appeal; and

WHEREAS, Special Counsel has performed an analysis as to the various properties within the Township that it believes warrant affirmative tax appeals; and

WHEREAS, tax appeals must be filed no later than April 1, 2017; and

WHEREAS, Special Counsel is responsible for all fees and expenses in prosecuting any affirmative tax appeals; and

WHEREAS, Special Counsel has consulted with the Tax Assessor and Mark Hendricks, Appraiser for the Township, concerning the efficacy of such affirmative appeals and they concur with Special Counsel’s analysis; and

WHEREAS, Special Counsel has consulted with the Township Attorney concerning the potential tax appeals and he concurs with the decision to proceed; and

WHEREAS, on February 7, 2017, the Township Council adopted Resolution No. 51-17 which authorized certain appeals. This Resolution includes two (2) additional properties. Resolution No. 51-17 remains in full force and effect; and

WHEREAS, nothing contained herein shall mandate or require the prosecution of such appeals, but shall authorize any and all actions necessary and appropriate to prosecute these affirmative appeals;

NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Blau and Blau, as Special Counsel, be and hereby is authorized and empowered to prosecute affirmative tax appeals for the year 2017 concerning the following properties:

<u>LOT</u>	<u>BLOCK</u>	<u>ADDRESS</u>	<u>OWNER</u>
47	84.1	490 Prospect Avenue	Bell Atlantic
1.2	81.1	275 Northfield Avenue	Ronjolyn Realty

NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Blau and Blau, as special counsel, is authorized to take all steps necessary and appropriate to prosecute these tax appeals;

This Resolution shall be available to inspection during normal business hours and in accordance with all applicable statutes.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: March 7, 2017

4833-1922-0292, v. 1

RESOLUTION

WHEREAS, on June 14, 2016, the Township Council adopted Resolution No. 144-16 which authorized the sale of a 1.5 acre portion of the property owned by the Township located at 55-57 Ridgeway Avenue, Block 158, Lot 39 on the Township of West Orange Tax Map (the "Ridgeway Property") pursuant to N.J.S.A. 40A:12-13 by way of public sale at auction to the highest bidder; and

WHEREAS, on September 6, 2016, the Township Council adopted Resolution No. 210-16 which authorized the Township to reject the single bid received on July 19, 2016; and

WHEREAS, on September 6, 2016, the Township Council adopted Resolution No. 211-16 which authorized the Township to rebid the Ridgeway Property through the advertisement of notice with added conditions and limitations for the sale of the Ridgeway Property; and

WHEREAS, on October 20, 2016 and on October 27, 2016, the Township advertised in the West Orange Chronicle Council for new submission date for bids for sale of the Ridgeway Property; and

WHEREAS, on November 3, 2016, the Township received three (3) bids for the Ridgeway Property: (1) a bid from EBB Properties, LLC ("EBB") for \$250,000, (2) a bid from Prime Investors, Inc. ("Prime") for \$250,000, and (3) a bid from City of Hope International Church (the "Church") for \$100,000; and

WHEREAS, on November 15, 2016, the Township requested a best and final offer from EBB and Prime as a result of the same bid amount submitted; and

WHEREAS, on or about November 18, 2016, Prime submitted a best and final offer of \$300,000 which was conditioned upon a list of requirements and conditions inconsistent with the conditions and limitations set forth by the Township in its advertisement; and

WHEREAS, on November 21, 2016, EBB submitted a best and final offer of \$275,000 and

WHEREAS, on December 21, 2016, the Township issued a letter to Prime advising them that Prime's bid was rejected as inconsistent and noncompliant with the terms and conditions of the Township's bid advertisement; and

WHEREAS, on December 21, 2016, the Township also issued a request to EBB and the Church for consent to extend the period to award the agreement for an additional 60 days; and

WHEREAS, both EBB and the Church agreed to the additional 60 days to award the agreement; and

WHEREAS, on February 21, 2017, both EBB and the Church agreed to a second 60 day extension to award the agreement; and

WHEREAS, the Township seeks to award the agreement for the sale of the Ridgeway Property to EBB consistent with the terms and conditions advertised by the Township and set forth in the agreement annexed hereto as Exhibit "**A**" (the "Agreement of Sale") and the Deed Restriction annexed hereto as Exhibit "**B**" (the "Deed Restriction"); and

WHEREAS, written notice of this award has been provided to various neighbors to the Ridgeway Property.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the Agreement of Sale, in the form annexed hereto, to sell the Ridgeway Property for a price of \$275,000; and it is further

RESOLVED that pursuant to paragraph 8 of the Agreement of Sale, a deed restriction shall be placed on the Ridgeway Property requiring compliance with the terms and conditions set forth in the Township's advertisement and the Agreement of Sale; and it is further

RESOLVED that the Township Engineer shall be authorized to proceed with all measures necessary to subdivide the Ridgeway Property from the entire property at 55-57 Ridgeway Avenue, Block 158, Lot 39 on the Township of West Orange Tax Map; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

**Karen J. Carnevale, RMC
Municipal Clerk**

**Joe Krakoviak,
Council President**

Adopted: March 7, 2017

4848-3130-8867, v. 1

Exhibit “A”

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement"), made as of the 28 day of Feb, 2017, by and between **THE TOWNSHIP OF WEST ORANGE**, (the "Seller" or the "Township") and **EBB PROPERTIES, LLC** (the "Buyer").

WITNESSETH:

WHEREAS, the Seller is the owner of certain real property commonly known as 55-57 Ridgeway Avenue, West Orange, New Jersey 07052 (also known as Block 158, Lot 39 on the Township of West Orange Tax Map); and

WHEREAS, on June 14, 2016, the Township Council for the Township adopted Resolution 144-16 authorizing the sale of a subdivided 1.685 acres of the property located at Block 158, Lot 39 on the Township of West Orange Tax Map (the "Property") to the highest bidder after advertisement in a newspaper circulating in the Township pursuant to N.J.S.A. 40A:12-13(a); and

WHEREAS, Resolution 144-16 required that the sale of the Property occur consistent with certain conditions and requirements as set forth in Schedule "A," annexed hereto; and

WHEREAS, on October 20, 2016 and October 27, 2017, Seller advertised in the West Orange Chronicle for the potential sale of the Property by way of auction and submission of bids; and

WHEREAS, on November 3, 2016, the Seller received three (3) sealed bids, which included two (2) bids which tied for the highest bid at \$250,000; and

WHEREAS, on November 15, 2016, the Seller provided notice to the two (2) tied highest bidders regarding the tie at \$250,000; and

WHEREAS, the Seller requested that the two (2) tied highest bidders submit a best and final offer; and

WHEREAS, the Buyer submitted a best and final offer of \$275,000.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein made, it is agreed as follows:

1. SALE. Seller agrees to sell and Buyer agrees to purchase the Seller's right, title, and interest in and to the Property for the Purchase Price (as hereinafter defined) and upon the terms and conditions hereinafter provided.

2. PURCHASE PRICE. The Purchase Price of the Property is TWO HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 (\$275,000) DOLLARS (the "Purchase Price").

The Purchase Price shall be payable as follows:

A. Upon execution of this Agreement, the Buyer shall pay the sum of TWENTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$27,500.00) DOLLARS (the "Deposit"), to be held in escrow by the Township, until the Closing (as hereinafter defined).

B. The balance shall be paid by the Buyer at the Closing Date as defined herein in the form of cash or cash equivalent.

3. CLOSING DOCUMENTS.

A. At the Closing, Seller shall execute and/or deliver to the Buyer: (i) a Deed (the "Deed"), in proper form for recording; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including an Affidavit of Title.

B. At the Closing, Buyer shall execute and/or deliver to Seller such other documents and/or instruments as may be reasonably required by Seller's attorneys or Buyer's title insurance company to effectuate the within transaction.

4. **TITLE.** The dimensions of the Property shall be set forth on a survey which may be ordered by the Buyer at the Buyer's expense. The sale is subject to easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose, provided same do not render title uninsurable at regular rates. The sale is also subject to applicable zoning ordinances. The Seller shall provide title, free and clear of all mortgages, encumbrances and liens, except to the extent as set forth in Paragraph 8 of this Agreement.

5. **POSSESSION.** At the Closing, Seller shall deliver possession of the Property to the Buyer.

6. **DUE DILIGENCE.** The Buyer shall be solely responsible for the investigation of all facts and data which it has deemed necessary or desirable to enter into this Agreement (referred to as "Due Diligence"). Due Diligence shall also include any and all investigations regarding title and investigations regarding any and all impediments related to title. Buyer consents and acknowledges that all Due Diligence has been completed.

7. **CONDITION OF PROPERTY.** Buyer acknowledges and agrees that it has the opportunity to inspect the Property during the Due Diligence including, but not limited to, all of the improvements and the land comprising the Property. The Buyer acknowledges that it is purchasing the Property "**WHERE IS**" and "**AS IS**" without reliance upon any warranty or representation made by Seller or by any of its agents or representatives, including any broker, of any kind or nature, except that the Seller has not received any notice regarding any environmental issue affecting the Property. The Buyer shall be responsible, at its sole cost and

expense: (i) to obtain whatever governmental certificates or approvals, that might be necessary to convey the Property to the Buyer; and (ii) to conduct an inspection and perform all Due Diligence of the Property. Buyer understands and agrees to accept the Property in its current state of disrepair. Buyer understands that Seller cannot and will not obtain a Certificate of Occupancy, Continued Certificate of Occupancy or Temporary Certificate of Occupancy for the Property at the closing. Notwithstanding the above, Seller will convey to Buyer good and marketable title to the Property, insurable at regular rates by a title insurance company licensed to do business in New Jersey, chosen by Buyer, subject to the restrictions set forth herein.

8. **DEED RESTRICTION.** The Buyer agrees to the inclusion of a Deed Restriction to limit the Property in the form annexed hereto as Exhibit “B.” Specifically, the Deed Restriction requires that: (1) the Property remains a single family residential estate type compound, that (2) the Property maintain the current façade, including but not limited to a tudor structure with a stucco exterior, that (3) under no circumstances shall the second structure known as the carriage house be rented for income to a third party and (4) the Property shall not and cannot be subdivided. The second structure known as the carriage house may be used by a family member if it is habitable and issued all appropriate permits inspections and certificates of occupancy. The Deed Restriction provides that in the event that Buyer or any subsequent owners of the Property violate or breach the Deed Restriction, the Township shall be entitled to reversion or may seek all available legal and equitable remedies.

9. **SUBDIVISION.** The Township will subdivide the full property located at Block 158, Lot 39 to separate the Property designating the Property as Block 158, Lot 39.03 which would comprise approximately 1.685 acres (“Subdivision”).

10. **CLOSING OF TITLE.** The Closing shall take place within fourteen (14) days after the later of the: (i) Township Council for the Township's approval of the sale, and (ii) approval of the Subdivision by the Township Planning Board, **TIME BEING OF THE ESSENCE** (the "Closing Date"), at the offices of Trenk, DiPasquale, Della Fera & Sodono, P.C., 347 Mt. Pleasant Ave., Suite 300, West Orange, New Jersey 07052, or at such other location as may be mutually agreed by the parties, at a time mutually convenient for the parties.

11. **TOWNSHIP COUNCIL APPROVAL.** The parties' obligations set forth in this Agreement are expressly subject to approval by the Township Council for the Township of West Orange (the "Township Council") to be manifested in the adoption of a resolution authorizing the sale of the Property and the execution of this Agreement.

12. **REHABILITATION.** The Buyer agrees that it shall rehabilitate the Property to habitable and marketable condition. All rehabilitation shall be completed no later than twelve (12) months from the Closing Date. Before any work is commenced on the Property, Buyer shall provide the Seller with an executed proposal or proposals from a licensed contractor to perform the required improvements (the "Proposals"). The Proposals shall contain a cost estimate for all work to be performed. Within ten (10) days of receipt of the Proposals, the Seller shall determine whether the Proposals are consistent with this Agreement. If the Proposals are acceptable to the Seller, Buyer shall provide the Township with a performance bond in the amount equal to the cost of the required improvements as set forth in the Proposals to insure completion of all rehabilitation. If the Seller determines the proposals are not consistent with this Agreement, Buyer shall obtain additional or amended proposals to reflect the required rehabilitation of the Property consistent with the provisions of the Agreement including Schedule "A" annexed hereto to insure completion of all rehabilitation. Buyer shall also comply with all

municipal ordinances and obtain proper permits, inspections and certificates of occupancy from the Township's Construction Department.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. If any of the terms in this Agreement conflict with any previous agreement or contract between the parties, the terms of this Agreement prevail. No variations or modifications of or amendments to the terms of this Agreement shall be binding unless reduced to writing and signed by the parties hereto.

14. **BINDING EFFECT.** This Agreement shall be binding on and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

15. **CONSTRUCTION.** The laws of the State of New Jersey shall govern the interpretation, construction and performance of this Agreement.

16. **FURTHER ASSURANCES.** Each party agrees that at any time or from time to time upon written request of the other party, they will execute and deliver all such further documents and do all such other acts and things as may be reasonably required to confirm or consummate this transaction.

17. **CAPTIONS.** The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

18. **NOTICES.** All notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, or overnight courier postage prepaid, return receipt requested, or delivered personally at the addresses listed below for each party.

(a) **In the case of Township of West Orange:**

Mayor Robert D. Parisi
Township of West Orange

66 Main Street
West Orange, New Jersey 07052

Municipal Clerk
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

With copy to:

Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera & Sodono, P.C.
347 Mt. Pleasant Avenue
West Orange, New Jersey 07052

(b) **In the case of the EBB Properties, LLC:**

Esther Brahver
72 Burroughs Way
Bloomfield, New Jersey 07003

With copy to:

Rita Golden, Esq.
The Golden Group
580 Sylvan Avenue #1a
Englewood Cliffs, New Jersey 07632

Any party may change the notice address by written notice to the other party.

19. **REMEDIES.** If Buyer defaults in its obligations hereunder, Buyer shall waive any and all rights to the Deposit as liquidated damages and Seller shall keep the Deposit. If Buyer defaults in its obligations hereunder prior to the Closing Date, Seller shall keep the Deposit and may sell the Property to another buyer. If the Seller defaults in its obligations hereunder or shall fail to close title hereunder for any reason, then Buyer, as its sole and exclusive remedy, shall be solely entitled to the rescission of this Agreement and return of the Deposit paid to the Seller. If Buyer defaults after the closing, Seller shall have all rights to pursue the performance bond and under the Deed Restriction annexed hereto as Exhibit "B."

20. WAIVER OF CONDITIONS.

A. Buyer and Seller each shall have the right to waive any of the terms or conditions of this Agreement which are strictly for their respective benefit and to complete the Closing in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver shall be effective and binding only if made in writing and signed by the party who benefits from the condition being waived.

B. No waiver by either party of any failure or refusal by the other party to comply with their obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by the other party so to comply.

21. SEVERABILITY. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, the same shall be deemed to be severable and shall not affect the validity of any other clause or provision of this Agreement and such other clauses and provisions shall remain in full force and effect. If, however, the severed clause or provision relates to the Purchase Price or other monies to be paid hereunder, Seller shall have the right to terminate this Agreement on prior written notice to the Buyer.

22. GENDER. As used in this Agreement, the masculine gender shall include the feminine or neuter genders, the neuter gender shall include the masculine or feminine genders, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context.

23. **NO BROKER.** Both Seller and Buyer represent and warrant that no real estate broker, agent, or salesperson has been involved in this transaction. The Buyer and Seller shall each indemnify the other if a brokerage commission is sought.

24. **MISCELLANEOUS.**

A. Each person signing this Agreement warrants that he/she has fully authority to execute this Agreement and bind the party on whose behalf he/she has signed to the terms hereof.

B. Seller acknowledges that Purchaser may purchase the Property as part of an IRC Section 1031 Tax Deferred Exchange for Purchaser's benefit. Seller agrees to assist and cooperate in such exchange for the benefit of Purchaser provided Seller shall incur no liability, cost or expense and will execute any and all documents, subject to the reasonable approval of its counsel, as are reasonably necessary in connection with such exchange.

C. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original. Each party to this Agreement may sign and deliver to the other party(ies) a facsimile copy of this Agreement, in counterparts, or with a conformed signature of the Debtor with the same effect as if each party had signed and delivered to the other party(ies) an original of the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement the day and year first above written.

WITNESS:

TOWNSHIP OF WEST ORANGE, *Seller*

By: _____
MAYOR ROBERT D. PARISI

WITNESS:

EBB PROPERTIES, LLC, *Buyer*

By:  _____
ESTHER BRAHVER

Block 158, Lot 39
West Orange, New Jersey

Property Description

The site is currently improved with a two story and basement, stucco and frame main residence and a detached two story stucco and frame carriage house. The main house was erected around 1870, it consists of sixteen (16) rooms and 4 ½ baths. The residence contains approximately 6,296 square feet. The detached carriage house was also erected around 1870 and consists of a first floor open former garage and shop area, with the second floor improved with one (1) residential apartment containing three (3) rooms (one bedroom) and one (1) bath, and a second apartment containing five (5) rooms (three bedrooms) and one (1) bath. The structure contains approximately 5,462 square feet. These improvements are situated on a site comprising approximately 73,400 square feet or 1.675 acres.

Condition of Property

The existing improvements had previously been utilized as a residence and most recently as an office and community building for the Life Christian Church. The Property was vacated and subsequently donated to the Township of West Orange in 2006. The buildings have remained vacant since that time and have significantly deteriorated, been vandalized and exposed to the elements during the interim. The improvements are in poor condition and will require a complete renovation-rehabilitation and modernization.

Conditions of Bid

The Property will be sold in an "AS IS" condition with the requirement that the improvements be retained. The purchaser is responsible for restoring the improvements to habitable and marketable condition as a large single family residential estate type compound. The Property shall be subdivided and is required to maintain the façade, including but not limited to a tudor structure with a stucco outside. The Property must be subdivided with the new lot being designated as Block 158, Lot 39.03, which would compromise approximately 1.685 acres.

The Successful Bidder must submit all required plans to the Township's Planning and Zoning Boards, as appropriate, within six (6) months of the Township's approval of the subdivision.

Once the Township's Planning and Zoning Boards approve the Successful Bidder's required plans, rehabilitation on the Property must commence within six (6) months.

Any extension of time is in the sole discretion of the West Orange Township Council.

4811-7087-5447, v. 1

Homeowner Return Address:

72 Bunroy's Place Suite 200
Bloomfield NJ 07003

DEED RESTRICTION

This agreement is made on the 28 day of the Month of Feb,
year 2017 between EBB Properties Esther (the Homeowner(s))
and the Township of West Orange (the "Township"). Brahner

The agreement is for the property known as 55-57 Ridgeway Avenue, Block # 158, Lot # 39.03 in the township of West Orange, County of Essex, State of New Jersey (the "Property"), regarding the requirements and conditions associated with the sale of the Property. The current deed is recorded in Book _____, Page _____ or Instrument Number _____. This Covenant is to be recorded in the Essex County Register of Deeds and Mortgages.

Be advised that the aforesaid Property was sold through a public bid pursuant to N.J.S.A. 40A:12-13 following public advertisement containing various conditions for the use and appearance of the Property that are to remain on the Property, specifically as follows:

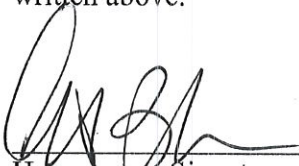
- (1) the Property remains a single family residential estate type compound,
- (2) the Property maintain the current façade, including but not limited to a tudor structure with a stucco exterior,
- (3) under no circumstances shall the second structure known as the carriage house be rented for income to a third party, and
- (4) the Property shall not and cannot be subdivided.

Be advised that failure to abide by the aforementioned conditions shall result in the reversion of title back to the Township.

Be advised that this deed restriction shall run with the land and shall be binding upon the Homeowners, tenants and any subsequent owners and tenants, their successors, heirs or assigns. Any lease of said specific parcels shall be subject to this restriction.

Be advised that the above represents enforceable conditions intended to be complied with in perpetuity.

IN WITNESS WHEREOF; the parties hereto have set their hands and seals on the day first written above.



Homeowner Signature

Esther Brahner

Please PRINT Homeowner Name

Homeowner Signature

Please PRINT Homeowner Name

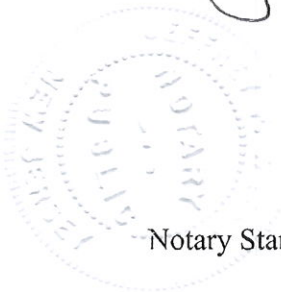
STATE: New Jersey

COUNTY: Essex

BE IT REMEMBERED, that on this day 27th of February (month), 2017 (year) before me, the subscriber, a notary public, personally appeared Esther Brahner (homeowner name(s), who I am satisfied is/are the person(s) who executed the within instrument, and thereupon (s)he acknowledged that (s)he signed, sealed, and delivered to me as his or her own voluntary act and deed for the uses and purposes therein expressed.



Notary Signature



JEFFREY F. WATERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 10, 2020

Notary Stamp and Seal

15

Exhibit “B”

Homeowner Return Address:

72 Bunroy's Place Suite 200
Bloomfield NJ 07003

DEED RESTRICTION

This agreement is made on the 28 day of the Month of Feb,
year 2017 between EBB Properties Esther (the Homeowner(s))
and the Township of West Orange (the "Township"). Brahner

The agreement is for the property known as 55-57 Ridgeway Avenue, Block # 158, Lot # 39.03 in the township of West Orange, County of Essex, State of New Jersey (the "Property"), regarding the requirements and conditions associated with the sale of the Property. The current deed is recorded in Book _____, Page _____ or Instrument Number _____. This Covenant is to be recorded in the Essex County Register of Deeds and Mortgages.

Be advised that the aforesaid Property was sold through a public bid pursuant to N.J.S.A. 40A:12-13 following public advertisement containing various conditions for the use and appearance of the Property that are to remain on the Property, specifically as follows:

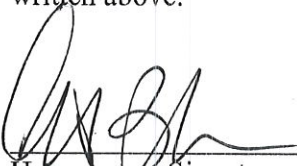
- (1) the Property remains a single family residential estate type compound,
- (2) the Property maintain the current façade, including but not limited to a tudor structure with a stucco exterior,
- (3) under no circumstances shall the second structure known as the carriage house be rented for income to a third party, and
- (4) the Property shall not and cannot be subdivided.

Be advised that failure to abide by the aforementioned conditions shall result in the reversion of title back to the Township.

Be advised that this deed restriction shall run with the land and shall be binding upon the Homeowners, tenants and any subsequent owners and tenants, their successors, heirs or assigns. Any lease of said specific parcels shall be subject to this restriction.

Be advised that the above represents enforceable conditions intended to be complied with in perpetuity.

IN WITNESS WHEREOF; the parties hereto have set their hands and seals on the day first written above.



Homeowner Signature

Esther Brahner

Please PRINT Homeowner Name

Homeowner Signature

Please PRINT Homeowner Name

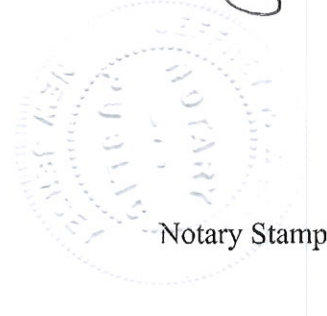
STATE: New Jersey

COUNTY: Essex

BE IT REMEMBERED, that on this day 27th of February (month), 2017 (year) before me, the subscriber, a notary public, personally appeared Esther Brahner (homeowner name(s), who I am satisfied is/are the person(s) who executed the within instrument, and thereupon (s)he acknowledged that (s)he signed, sealed, and delivered to me as his or her own voluntary act and deed for the uses and purposes therein expressed.



Notary Signature


JEFFREY F. WATERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 10, 2020

Notary Stamp and Seal

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
West Orange HS Girls Basketball Parent Booster Inc. Off Prem Merch	March 21, 2017	51 Conforti Avenue	7369
Michael T McCormick Jr Memorial Foundation Inc. On Prem 50/50	June 13, 2017	481 Eagle Rock Avenue	7370
PTA Hazel Avenue School On Prem 50/50	April 28, 2017	51 Conforti Avenue	7371
PTA Hazel Avenue School Tricky Tray	April 28, 2017	51 Conforti Avenue	7372

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak, Council President

Adopted: March 7, 2017

RESOLUTION

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A –1 et seq. (the “Local Redevelopment and Housing Law”), the Township of West Orange (the “Township”) is empowered to implement redevelopment plans and carry out redevelopment projects in the Township; and

WHEREAS, in accordance with the criteria set forth in the Local Redevelopment and Housing Law, the Township adopted Resolution No. 228-16 which designated as “an area in need of redevelopment” a series of parcels of property referred to as the Central Valley Redevelopment Area (hereinafter referred to collectively as the “Redevelopment Area”) and adopted a redevelopment plan for the Redevelopment Area (the “Redevelopment Plan”); and

WHEREAS, the Redevelopment Area designated by the Township consists of approximately 2.5 acres and specifically includes parcels of property identified as Block 9, Lots 11.01, 11.02, 11.03, 32, & 36 and Block 7, Lot 22 as each respective parcel of property is designated upon the official Tax Maps of the Township of West Orange (the “Parcels”); and

WHEREAS, the Parcels are included as part of the Central Valley Brownfields Development Area (the “BDA”); and

WHEREAS, the Parcels are presently owned by various parties, including the Township which has obtained a final judgment in an In Rem Tax Foreclosure pertaining to the parcels identified as Block 9, Lot 36 and Block 7, Lot 22; and

WHEREAS, following the final judgment in the In Rem Tax Foreclosure, the Township has obtained title to a vacant lot known as Block 7, Lot 22 (the “Selecto-Flash Vacant Lot”), and Block 9, Lot 36 (the “Selecto-Flash Building Property”) (collectively the “Selecto-Flash Property”); and

WHEREAS, N.J.S.A. 40A:12A-8(f) of the Local Redevelopment and Housing Law authorizes the Township to arrange or contract with a redeveloper for the planning, construction

or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the Alpert Group with offices at 1 Parker Plaza, Fort Lee, New Jersey 07024 (“Apert”) has engaged in negotiations with the Township regarding its designation as interim redeveloper until December 31, 2019 (the “Term”) during which:

(1) Alpert shall demolish the current buildings located on the Selecto-Flash Building Property as an initial step towards implementation of the Redevelopment Plan;

(2) the Township will undertake remediation of environmental contamination of the Selecto-Flash Building Property; provided funding is available; and

(3) based on the outcome of the remediation effort, Alpert may exercise the option to file an application for land use approvals to develop the Selecto-Flash Building Property consistent with the Redevelopment Plan and to obtain title to the Selecto-Flash Building Property from the Township; and

WHEREAS, the Township has determined that it is in the its best interests to select Alpert to serve as the designated interim redeveloper for the Redevelopment Area to implement steps toward the Redevelopment Plan as set forth in the Interim Redevelopment Agreement, annexed hereto as Exhibit “A” (the “Interim Redevelopment Agreement”); and

WHEREAS, the Township has determined that in furtherance of the Township’s objectives to implement the redevelopment contemplated in the Redevelopment Plan, it is in the Township’s best interests to enter into the Interim Redevelopment Agreement with Alpert; and

WHEREAS, pursuant to the Interim Redevelopment Agreement, Alpert acknowledges and agrees that all uses to which the Redevelopment Area may be devoted are controlled by the Redevelopment Plan and the provisions of the Interim Redevelopment Agreement; and

WHEREAS, pursuant to the Interim Redevelopment Agreement, Alpert acknowledges and agrees that under no circumstances shall the it undertake any demolition, rehabilitation, or construction on or development of the Redevelopment Area unless it is materially in accordance with the Redevelopment Plan and the Interim Redevelopment Agreement; and

WHEREAS, pursuant to the Interim Redevelopment Agreement, Alpert acknowledges and agrees that if any part of the Redevelopment Area is developed and used in a manner inconsistent with the Agreement or the Redevelopment Plan, the Township shall have the right to terminate the Interim Redevelopment Agreement and Alpert's designation as redeveloper; and

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of West Orange pursuant to N.J.S.A. 40A:12A-8(f) hereby authorizes the designation of Alpert as interim redeveloper for the Redevelopment Area pursuant to the terms and conditions of the Interim Redevelopment Agreement, annexed hereto as Exhibit "**A;**" and be it further

RESOLVED that the Mayor is hereby authorized to execute the Interim Redevelopment Agreement annexed hereto as Exhibit "**A;**" and be it further

RESOLVED that the Township Clerk is authorized to attest to the Mayor's signature; and be it further

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

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: March 7, 2017

Exhibit “A”

INTERIM REDEVELOPMENT AGREEMENT

BETWEEN

TOWNSHIP OF WEST ORANGE

AND

THE ALPERT GROUP, LLC

Dated: March _____, 2017

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INTERIM REDEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of March 2017 (hereinafter referred to as the "Agreement") between the **TOWNSHIP OF WEST ORANGE**, a public body corporate (which, together with any successor public body or officer hereinafter designated by or pursuant to law, is hereinafter referred to as the "Township"), having its offices at 66 Main Street, West Orange, New Jersey 07052, and **THE ALPERT GROUP, LLC** with offices located at 1 Parker Plaza, Fort Lee, New Jersey 07024 (hereinafter referred to as "Alpert" or the "Interim Redeveloper").

WITNESSETH:

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A –1 et seq. (the "Local Redevelopment and Housing Law"), the Township is responsible for implementing redevelopment plans and carrying out redevelopment projects in the Township; and

WHEREAS, the Interim Redeveloper is in the business of rehabilitating, adaptively reusing and redeveloping properties and improvements; and

WHEREAS, in accordance with the criteria set forth in the Local Redevelopment and Housing Law, the Township passed Resolution No. 228-16 which designated as "an area in need of redevelopment" a series of parcels of property referred to as the Central Valley Redevelopment Area (hereinafter referred to collectively as the "Redevelopment Area") and adopted a redevelopment plan for the area as may be further amended and supplemented from time to time, (hereinafter referred to as the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Area designated by the Township consists of approximately 2.5 acres and specifically includes parcels of property identified as Block 9, Lots 11.01, 11.02, 11.03, 32, & 36 and Block 7, Lot 22 as each respective parcel of property is designated upon the official Tax Maps of the Township of West Orange (the "Parcels"); and

WHEREAS, the Parcels are included as part of the Central Valley Brownfields Development Area (the "BDA"); and

WHEREAS, the Parcels are presently owned by various parties, including the Township which has obtained a final judgment in an In Rem Tax Foreclosure pertaining to parcels identified as Block 9, Lot 36 and Block 7, Lot 22; and

WHEREAS, following the final judgment in the In Rem Tax Foreclosure, the Township has obtained title to a vacant lot known as Block 7, Lot 22 (the “Selecto-Flash Vacant Lot”), and Block 9, Lot 36 (the “Selecto-Flash Building Property”); and

WHEREAS, a copy of the Redevelopment Plan, as constituted on the effective date of this Agreement, has been filed in the Office of the Clerk of the Township, located at 66 Main Street, West Orange, New Jersey 07052; and

WHEREAS, the Local Redevelopment and Housing Law authorizes the Township to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the Interim Redeveloper has engaged in various negotiations with the Township regarding its proposal to be designated redeveloper until December 31, 2019 (the “Term”) during which 1) the Interim Redeveloper shall demolish the current buildings located on the Selecto-Flash Building Property as an initial step towards implementation of the Redevelopment Plan; 2) the Township will undertake remediation of environmental contamination of the Selecto-Flash Building Property; provided funding is available; and 3) based on the outcome of the remediation effort, the Interim Redeveloper may exercise the option to file an application for land use approvals to develop the Selecto-Flash Building Property consistent with the Redevelopment Plan and to purchase that Property from the Township; and

WHEREAS, the Township has determined that it is in the Township’s best interests to select the Interim Redeveloper to serve as the designated redeveloper for the Redevelopment Area for the Term to implement steps toward the Redevelopment Plan as set forth herein; and

WHEREAS, during the Term, the Interim Redeveloper will have the exclusive right to file a land use application with the Township with regards to the Selecto-Flash Building Property with no

promises or commitment as to its acceptance; but, if such an application is approved, with the further right to acquire the Selecto-Flash Building Property under terms set forth herein; and

WHEREAS, the Township and the Interim Redeveloper have engaged in such negotiations and the Township has determined that in furtherance of the Township's objectives to implement the redevelopment contemplated in the Redevelopment Plan, it is in the Township's best interests to enter into this Agreement with the Interim Redeveloper; and

WHEREAS, Interim Redeveloper acknowledges that all uses to which the Redevelopment Area may be devoted are controlled by the Redevelopment Plan and this Agreement, and that under no circumstances shall the Interim Redeveloper undertake any demolition, rehabilitation, or construction on or development of the Redevelopment Area unless it is materially in accordance with the Redevelopment Plan and this Agreement, and that Interim Redeveloper further understands and acknowledges that if any part of the Redevelopment Area is developed and used in a manner inconsistent with the Agreement or the Redevelopment Plan, the Township shall have the right as more specifically set forth herein to terminate this Agreement; and

WHEREAS, the Township and the Interim Redeveloper desire to enter into this Agreement for the purpose of setting forth in greater detail their respective undertakings, rights and obligations in connection with the Redevelopment, all in accordance with the Redevelopment Plan, applicable law and the terms and conditions of this Agreement hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and for the benefit of the parties hereto and general public, and, further to implement the purposes of the Local Redevelopment and Housing Law and the Redevelopment Plan, the parties hereto agree as follows:

DEFINITIONS

Defined Terms. The parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings specified below, such definitions to be applicable equally to the singular and plural forms of such terms and to the use of the upper or lower case initial letter of each word contained in such terms.

Agreement: The scope of this Redevelopment Agreement includes certain activities identified herein to further the redevelopment of the Selecto-Flash Building Property within the Township of West Orange, County of Essex and State of New Jersey.

Applicable Law: Any and all federal, state and local laws, rules, regulations, statutes and ordinances applicable to the Project, or to any aspect of this Agreement.

Concrete Testing: On February 21, 2017, the Township approved a proposal by Matrix New World to test the Selecto-Flash Building Property's concrete. It is expected that those results will be available by March 21, 2017 ("Concrete Test"). If the Concrete Testing reveals concentrations of contaminants in excess of permissible levels for re-use of the concrete on-site, then the Township shall either (i) remove that concrete, at its cost and expense, after it is crushed and stockpiled by the Interim Redeveloper; or (ii) either party may terminate this Agreement on twenty (20) days notice.

Demolition Timetable: That schedule set forth in Paragraph 2.06 which designates the Interim Redeveloper's deadlines in completing the Demolition Project consistent with this Agreement.

Days: Whenever the word "days" is used to denote time, it shall mean calendar days, except where business days are specifically mentioned in the text. Business days are Monday through Friday and do not include Saturdays, Sundays, and Holidays.

Default: Any condition, event, act or omission on the part of or in connection with either party's performance or lack thereof of the terms and obligations of this Agreement giving rise to an Event of Default as defined in Article V herein.

Demolition Project: Shall mean the demolition and crushing of the structures located on the Selecto-Flash Building Property and rough grading of the Selecto-Flash Building Property in accordance with the Proposal annexed hereto as Exhibit “A.” The scope of this Demolition Project does not include the removal of crushed concrete from the Selecto Flash Building Property nor the removal of any tanks or other unforeseen underground structures discovered at any time. This definition shall include all reasonably necessary measures associated with the demolition of the building located on the Selecto-Flash Building Property including all appropriate applications and notices to appropriate government bodies and/or agencies and/or utilities and the obtaining of all required permits, except that testing of concrete shall be conducted by the Township within thirty (30) days of the execution of this Agreement.

Effective Date: The date this Agreement is approved by the Township Council and executed by the Mayor.

EPA (or USEPA): The United States Environmental Protection Agency.

Events of Default: Defined in Paragraph 5.01 herein.

Financial Institution: A bank, savings bank, savings and loan association, mortgage lender or insurance company, pension fund, real estate investment trust, investment bank, Economic and/or Redevelopment Authority or similarly recognized reputable source of construction or permanent financing for the Project which may be chartered under the laws of the United States of America, or any State thereof.

Force Majeure: As used in Paragraph 8.01 herein, shall mean acts of God, fire, earthquake, explosion, the elements, war, riots, mob violence or civil disturbance, inability to procure or a general shortage of labor, equipment or facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the Interim Redeveloper and any delays in the receipt of any necessary Governmental Approvals despite the diligent efforts of Interim Redeveloper to obtain

same.

Governmental Applications: Shall mean any and all submissions, supporting documents, reports or other proofs transmitted to any State, federal or local governmental office, Township authority, department, officer or agent for the purpose of obtaining authorization or approval of any aspect of the Project.

Governmental Approvals: Any approvals, authorizations, permits, licenses and certificates needed from governmental authorities having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project or any aspect thereof in accordance with the Applicable Law, the Redevelopment Plan and this Agreement.

Insurance Requirements: All requirements set forth in the terms of any insurance policy(ies) covering or applicable to all or any part of the Project, the Selecto Flash Building Property or applicable to any Improvements thereon, or with respect to any portion of the Selecto Flash Building Property, or any easement, license, or other right of access for the benefit of the Interim Redeveloper granted by the Township, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting all or any portion of the Project, the Selecto Flash Building Property, the Improvements thereon or the use or condition thereof. The Interim Redeveloper and any contractors or sub-contractors engaged by the Interim Redeveloper shall provide a Certificate of Insurance naming the Township and Interim Redeveloper as additional insured with coverage in the amounts set forth in Paragraph 2.10 herein.

Interim Redeveloper: The Alpert Group, LLC or its designee; provided, however, that the Alpert Group, LLC shall remain fully liable for all obligations hereunder. Any assignment must be approved by approved by the Township after submission of all required financial information which approval shall not be unreasonably withheld.

Local Redevelopment and Housing Law: N.J.S.A. 40A:12A-1, et seq., and as same may be amended from time to time.

NJDEP (or DEP): The State of New Jersey Department of Environmental Protection.

Notice to Proceed: A notice issued by the Township to the Interim Redeveloper to proceed with the Demolition Project, to be issued after completion of pre-demolition concrete testing;

Planning Board: The Township of West Orange Planning Board and any successor thereto exercising similar functions in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

Project: The Demolition Project as defined herein, as well as any redevelopment of the Redevelopment Area consistent with the Redevelopment Plan.

Redevelopment Area (or the Parcels): Those parcels of property identified as Block 9, Lots 11.01, 11.02, 11.03, 32, & 36 and Block 7, Lot 22 upon the official Tax Maps of the Township of West Orange of property designated by the governing body of the Township of West Orange as the Central Avenue Redevelopment Area pursuant to the Local Redevelopment and Housing Law and as may be amended.

Redevelopment Plan: The Central Avenue Redevelopment Plan, as adopted and amended by the Township Council of the Township of West Orange, and as it may hereafter be amended from time to time in accordance with the law.

Redevelopment Proposal: The formal proposal submitted by the Interim Redeveloper setting forth a specific design and plan for all or any portion of the Redevelopment Area. The Interim Redeveloper shall have the exclusive right to submit a Redevelopment Proposal to the Township during the Term of this Agreement. The Township agrees to review that Redevelopment Proposal consistent with the provisions of the LRHL and the Municipal Land Use Law.

Selecto Flash Building Property: Property identified as Block 9, Lot 36 on the Tax Map of the Township of West Orange.

Term: The duration of this Agreement shall be from the Effective Date until December 31, 2019, subject to extensions under the terms set forth herein.

Township: The party defined as such in the Recitals of this Agreement, together with any

successor(s) thereto, and is specifically defined here as the Township of West Orange, its successors or assigns.

ARTICLE I

TITLE TO THE PARCELS WITHIN THE REDEVELOPMENT AREA

1.01. Current Ownership to Maintain Title. The designation of the Interim Redeveloper shall **not** affect any ownership or title to any of the parcels within the Redevelopment Area , unless the Parties agree that the Township shall convey any parcel(s) to the Interim Redeveloper pursuant to the terms of this Agreement

1.02. Notice of Current Licensee. The Township has entered into a license agreement with Richard Behar d/b/a Roseland Landscaping (the “Current Licensee”) for a portion of the Selecto Flash Building Property whereby the Current Licensee is authorized to store equipment and vehicles. A copy of the License Agreement is annexed to this Agreement as Exhibit “C”.

ARTICLE II

INTERIM REDEVELOPER’S RESPONSIBILITIES

2.01. Interim Redeveloper Designation. The Alpert Group, LLC is hereby designated the Interim Redeveloper for **the Selecto-Flash Building Property subject to the terms and conditions herein.**

2.02 Demolition Project. The Interim Redeveloper shall demolish the structures located on the Selecto-Flash Building Property, crush the debris, and rough grade the Selecto-Flash Building Property as per the attached Proposal and in accordance with the schedule set forth in Paragraph 2.06 herein.

2.03. Demolition Costs. The Interim Redeveloper shall be responsible for all costs set forth in the Proposal attached hereto as Exhibit “A,” subject to Paragraph 3.05 of this Agreement.

2.04. Monthly Reports to the Township of Demolition Costs. The Interim Redeveloper shall maintain a record of all direct costs related to the Demolition including identification of all contractors, copies of cancelled checks and other supporting documentation to support all

disbursements made in connection with the Demolition Project (the “Demolition Costs”) and shall provide a monthly report to the Township showing the Demolition Costs incurred during that month.

The first report shall be due no later than ten (10) days after the first full month following the Effective Date of this Agreement (the “Monthly Report”). Each subsequent Monthly Report shall be due one month thereafter from the previous report due date. All monthly reports shall be transmitted via electronic mail to the following:

<u>Name</u>	<u>Title</u>	<u>Email Address</u>
Mayor Robert D. Parisi	Mayor	Mayor@westorange.org
Karen Carnevale	Municipal Clerk	Kcarnevale@westorange.org
Richard D. Trenk, Esq.	Municipal Attorney	Rtrenk@trenklawfirm.com
Leonard Lepore	Director of Engineering	LLepore@westorange.org
Tom Tracey	Construction Official	TTracey@westorange.org
Geneice Gary Adams	Zoning Officer	ZoningOfficial@westorange.org
John K. Sayers	Business Administrator	JSayers@westorange.org
John Gross	Chief Financial Officer	JGross@westorange.org

The Township may designate additional persons to receive the Monthly Report from time to time. The Interim Redeveloper understands that all reports shall be available to the public.

2.05. Reimbursement of Demolitions Costs. In the event that this Agreement is terminated by either Party, the Interim Redeveloper shall be entitled to reimbursement of all Demolition Costs from any subsequently designated redeveloper, no later than as a condition of transfer of title from the Township to that subsequently designated redeveloper, or any subsequent owner of the Selecto-Flash Building Property. The Township will designate the Interim Redeveloper as a third party beneficiary in any agreement with any subsequently designated redeveloper with respect to this reimbursement obligation. No interest or other fees shall be added.

2.06. Timeline for Demolition. Interim Redeveloper shall proceed with the Demolition consistent with the following timeframe:

i. All required applications for shut off shall be submitted to all appropriate utility company/entities within twenty (20) days of Interim Redeveloper's receipt of the Notice to Proceed with copies to the Township.

ii. All required demolition permits shall be submitted to the Township's Construction Department within ten (10) days of receipt of all disconnect notices with copies to the Township.

iii. Physical demolition of the building on the Selecto-Flash Building Property shall commence no later than twenty (20) days after the Township issues the demolition permit. Demolition shall continue day to day until completed, subject to conditions qualifying as force majeure as set forth in this Agreement.

iv. The Selecto-Flash Building Property will be rough graded within ninety (90) days of receipt of all permits authorizing that grading and filling activity.

The Township and Interim Redeveloper agree that these timeframes may be extended by mutual written consent by both Parties.

2.07. Environmental Remediation. The Township and Interim Redeveloper acknowledge the existence of environmental contamination on the Selecto-Flash Building Property and that the Redevelopment Area has been included in the BDA. The Township and Interim Redeveloper agree that the Interim Redeveloper shall have no liability for the existing environmental conditions on the Selecto-Flash Building Property and no obligation regarding the remediation of the existing environmental conditions on the Redevelopment Area. The Township agrees that it will apply for and diligently pursue funding for the remediation of the Selecto Flash Building Property under the Hazardous Discharge Site Remediation Program or other sources of funding available from the NJDEP. Assuming the availability of funding, the Parties estimate that the remedial investigation of the Selecto-Flash Building Property will proceed such that a Remedial Action Workplan can be completed in two years from the Effective Date of this Agreement. Within sixty

(60) days of the completion and submission of the RAWP to NJDEP, Interim Redeveloper may choose to terminate this Agreement, at which point neither Party shall retain any liabilities or responsibilities to the other except for the indemnification obligations set forth in Paragraph 2.11 herein and the Interim Redeveloper's right to reimbursement of Demolition Costs pursuant to Paragraphs 2.05 and 3.05 herein.

2.08. Access to the Selecto-Flash Building Property. The Interim Redeveloper is hereby granted a license during the Term of this Agreement to enter onto and into the Selecto-Flash Building Property at its own risk. Simultaneously, the Interim Redeveloper agrees to allow access to the Selecto-Flash Building Property to the Township and its professionals, including but not limited to, the Township's designated environmental consultants and any and all governmental agencies and entities with jurisdiction related to activities to be performed on to the Selecto-Flash Building Property including, but not limited to, the NJDEP and the EPA, consistent with the Consent for Access to Properties annexed to this Agreement as Exhibit "B." The Interim Redeveloper agrees that it shall not interfere or hinder in any way the ability of the DEP, the EPA, the Township, and/or the Township's designee to perform environmental testing, sampling, or any other environmental or other site work on the Selecto-Flash Building Property. During the Term, the Interim Redeveloper shall not have the right to rent or sublet or earn income from the Selecto-Flash Building Property and all income earned or generated shall be the sole property of the Township. .

2.09. Redevelopment Proposal. During the Term of this Agreement, the Interim Redeveloper shall have the sole right to submit to the Township a Redevelopment Proposal which shall include a specific design and plan for the use of either the Selecto-Flash Building Property and/or the Redevelopment Area. The Interim Redeveloper understands, acknowledges, and agrees that the submission of a Redevelopment Proposal is subject to all review and approvals as required under the Local Redevelopment and Housing Law and all other governing regulations, ordinances and law. The Interim Redeveloper also understands, acknowledges, and agrees that any Redevelopment Proposal must comply with the Redevelopment Plan as adopted by the

Township Council. No promises or representations have been made or relied upon in entering into this Agreement.

During the Term of this Agreement, the Interim Redeveloper may file applications with the Township under the Municipal Land Use Law, seeking approvals for a Redevelopment Proposal expected to consist of approximately one hundred (100) residential units and possible commercial space, and to State and County agencies where necessary, including but not limited to a Flood Hazard Area Verification and Individual Permit from NJDEP. Interim Redeveloper will diligently pursue any such applications, with the expectation that final approvals will be granted within one year of the completion and submission of applications.

At any time after receipt of approvals of the Redevelopment Proposal pursuant to the Municipal Land Use Law and applicable State and County approvals, Interim Redeveloper may apply for a Long Term Tax Exemption ("LTTE") pursuant to NJSA 40A:20-1 et seq. Interim Redeveloper anticipates submitting an LTTE application providing for a Payment In Lieu Of Taxes ("PILOT") based on 10% of gross revenue if a residential or commercial use is developed on the Property. If the ultimate end use of the Property is a surface parking lot, Interim Redeveloper shall not seek an LTTE. Interim Redeveloper acknowledges that, by virtue of entering into this Agreement, the Township is not obligated to grant an LTTE. However, should an LTTE not be granted, or the necessary Municipal Land Use Law approvals or other State or County approvals be denied, Interim Redeveloper reserves the right to terminate this Agreement at which point neither Party shall retain any liabilities or responsibilities to the other except for the indemnification obligations set forth in Paragraph 2.11 herein and the Interim Redeveloper's right to reimbursement of Demolition Costs pursuant to Paragraphs 2.05 and 3.05 herein.

At any time after receipt of approvals of the Redevelopment Proposal pursuant to the Municipal Land Use Law and applicable State and County approvals, Interim Redeveloper may exercise the right to purchase the Selecto-Flash Building Property from the Township. Such closing

will take place within sixty (60) days of receipt of final Municipal Land Use Law approvals, barring circumstances constituting force majeure.

In the event that Interim Redeveloper exercises its right to purchase the Selecto-Flash Building Property, the purchase price of the Property shall be one million five hundred thousand dollars (\$1,500,000) (the "Purchase Price"). No adjustments, credits or offsets shall be available with regard to any of the Interim Redeveloper's costs and expenses including, but not limited to, the demolition costs.

2.10. Insurance. At all times during the Agreement, the Interim Redeveloper shall maintain or cause to be maintained at its own cost and expense, with responsible insurers, the following insurance, with such variations as shall reasonably be required to conform to customary insurance practice:

(a) Builder's Risk Insurance for the benefit of Interim Redeveloper and the Township, as their interests may appear, during the term of demolition and construction which will protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, and vandalism and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the insurable value of the Demolition Project, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, and materials in place or to be used as part of the permanent construction.

(b) Comprehensive General Liability Insurance (including coverage for any construction on or about each lot, plot, parcel or part of the Selecto Flash Building Property) against claims for bodily injury-or property damage occurring on, in or about the Selecto Flash Building Property and the adjoining streets, sidewalks and passageways, caused by or arising out of the Demolition Project and construction work that is the subject of this Agreement, in amounts not less than ten million (\$10,000,000.00) dollars per occurrence with respect to any bodily injury and two million (\$2,000,000.00) dollars per occurrence with respect to all claims for property damage;

(c) Worker's compensation insurance coverage in the amount of the full statutory liability of Interim Redeveloper;

(d) Such other insurance, in such amounts and against such risks, as is customarily maintained by Interim Redeveloper with respect to other similar properties owned or leased by it, including automobile insurance.

Within ten (10) days from the Effective Date of this Agreement, Interim Redeveloper shall submit to Township proof of all applicable insurance. Thereafter, upon each anniversary date of this Agreement, Interim Redeveloper shall submit the aforementioned proofs of insurance, for the succeeding year. The policies of insurance required to be maintained by Interim Redeveloper pursuant to Paragraph 2.10 shall name as the insured parties (except for worker's compensation insurance) the Interim Redeveloper, the Township, and their respective interests as they may appear, and shall be satisfactory to the Township.

2.11. Indemnification. The Interim Redeveloper agrees to defend, indemnify and hold harmless the Township against, and Interim Redeveloper shall pay any and all liability, loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, which the Township may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, directly relating to the Interim Redeveloper's activities in the Demolition Project or based upon or arising out of contracts entered into by the Interim Redeveloper which directly relate to the Demolition Project including but not limited to any and all claims by workmen, employees and agents of the Interim Redeveloper and unrelated third parties, which claims arise from the Demolition Project , or any other activities of Interim Redeveloper within the Redevelopment Area. It is mutually agreed by Interim Redeveloper and the Township that neither the Township, nor its Mayor, Council members, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that Interim Redeveloper will indemnify the Township, its Mayor, Council members, officers, agents and employees harmless from any

claim or suit in connection with the Interim Redeveloper's obligations under this Agreement, except for any claim or suit alleging bodily injury (including death) or property damage to the extent that said claim arises out of the acts or omissions of the Township. The Interim Redeveloper, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Township, its Mayor, council members, officers, agents, servants or employees; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Agreement from its obligation to defend Interim Redeveloper, the Township and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy. Any cost for reasonable attorneys' fees in situations where it is necessary for the Township to engage its own attorneys, experts' testimony, and all costs to defend the Township or its Mayor and council members, officers, agents, servants, or employees shall be reimbursed to it by the Interim Redeveloper in connection with such indemnification claim.

ARTICLE III

TOWNSHIP'S RESPONSIBILITIES

3.01. Forbearance of Redevelopment Proposal. Upon the Effective Date of this Agreement, the Township shall forbear the solicitation or negotiation of any Redevelopment Proposals for the Redevelopment Area for the Term of this Agreement.

3.02. Environmental Investigation and Remediation. The Interim Redeveloper agrees and understands that the Township shall continue to monitor and investigate the Selecto-Flash Building Property and any other parcel(s) within the Redevelopment Area in concert with the NJDEP and EPA consistent with all environmental regulations, programs and laws subject to the availability of grants or other similar monies. The Township agrees that it will apply for and diligently pursue funding for the remediation of the Selecto-Flash Building Property under the Hazardous Discharge Site Remediation Program or other sources of funding available from the NJDEP.

3.03. Cooperation and Access to the Selecto-Flash Property. The Township shall permit representatives of the Interim Redeveloper to have access to any part of the Selecto-Flash Building Property as needed by the Interim Redeveloper to perform the Demolition Project and also to evaluate its potential proposal for future redevelopment. The Interim Redeveloper shall permit the representatives of the Township or their designees access to the Selecto-Flash Building Property at all reasonable times which any of them deems necessary for the purposes of assuring or ascertaining compliance with the terms of this Agreement, including, but not limited to, inspection of all work being performed in connection with the Demolition, unless such access constitutes a danger to those representatives or substantially compromises the Interim Redeveloper from completing the Demolition Project. No compensation shall be payable nor shall any charge be made in any form by the Interim Redeveloper or the Township for the access provided herein.

3.04 Cooperation with Approvals. The Township and Interim Redeveloper shall cooperate fully in the preparation and prosecution of any applications for governmental approvals required for the Demolition Project and any subsequent applications for development. The Interim Redeveloper shall provide to the Township copies of all applications, notices, and requests to any utility or government entity.

3.05. Demolition Costs as Requirement from New Redeveloper. The Township agrees that the Interim Redeveloper shall be reimbursed any Demolition Costs it will incur under the terms set forth in Paragraph 2.05 herein up to the maximum amount set forth on the Demolition Proposal annexed hereto as Exhibit "A."

ARTICLE IV

PROHIBITIONS AGAINST ASSIGNMENT

4.01. Prohibition Against Assignments. Both the Township and the Interim Redeveloper agree that no rights under this Agreement shall be assigned or transferred to any third party, except that Interim Redeveloper may assign its rights under this Agreement to another Urban Renewal Entity in which Interim Redeveloper has an interest, without consent of the Township. Any

proposed assignment to an entity in which Interim Redeveloper does not own a majority control or interest shall require Township approval, which shall not be unreasonably withheld, upon submission by the Interim Redeveloper of credible evidence that the assignee has sufficient experience, qualifications and capitalization to complete the Demolition Project and any subsequent redevelopment projects proposed for the Redevelopment Area.

ARTICLE V

DEFAULT

5.01. Events of Default. Each of the following shall constitute an Event of Default (hereinafter referred to as an “Event of Default”):

(a) Interim Redeveloper’s Events of Default

(1) If the Interim Redeveloper fails to meet any of the deadlines set forth in the Demolition Timeframe in Paragraph 2.06 as may or may not be extended by consent; or

(2) If the Interim Redeveloper interferes or inhibits the Townships, the Township’s designees, the NJDEP, or the EPA from performing environmental monitoring, investigation or remediation on the Selecto-Flash Building Property; or

(3) If the Interim Redeveloper utilizes the Selecto-Flash Building Property or any other parcel within the Redevelopment Area in a manner inconsistent with the Agreement, the Redevelopment Plan, or any governing law or regulation; or

(4) If the Interim Redeveloper fails to obtain or maintain the required insurance as set forth in Paragraph 2.10 of this Agreement; or

(5) If the Interim Redeveloper be liquidated, or shall file a voluntary petition in bankruptcy or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall suspend payment of its obligations, or shall take any action in furtherance of the foregoing; or if the Interim Redeveloper shall consent to the appointment of a receiver, or an answer proposing the adjudication of the

Interim Redeveloper as a bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, shall be filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within ninety (90) days from entry thereof, or if the Interim Redeveloper shall consent to the filing of such petition or answer;

(b) **Township's Events of Default**

(1) If the Township interferes with the Interim Redeveloper's ability to perform the Demolition Project consistent with the requirements of this Agreement; or

(2) If the Township designates another redeveloper during the Term; or

(3) If the Township fails to cooperate with the Interim Redeveloper's efforts to prepare or prosecute any applications for governmental approvals required for the demolition or subsequent construction on the Selecto-Flash Building Property; or

(4) If the Township fails to carry out its responsibilities with respect to investigation and remediation of contamination on the Selecto Flash Building Property as specified in Paragraph 2.07 herein provided sufficient grant monies are available; or

(5) If the Township fails to carry out its contractual obligations set forth in Paragraph 2.08.

5.02. Township's Remedies. Upon the occurrence of Interim Redeveloper's Event of Default during the term of this Agreement, the Township shall provide written notice of the Event of Default to Interim Redeveloper, whereupon Interim Redeveloper shall have thirty (30) days to cure such Event of Default, provided however, that for so long as Interim Redeveloper is using commercially reasonable efforts to cure, if Interim Redeveloper is not capable of curing the subject Event of Default within such cure period, the Township and Interim Redeveloper shall agree on a time frame to cure. If Interim Redeveloper is unable to cure within that agreed-upon timeframe, then the Township has the right upon ten (10) days' notice to Interim Redeveloper to terminate this Agreement and demand that Interim Redeveloper cease all further actions related to the

Redevelopment Area. The Township shall also have the right to recoup any damages associated with a default by the Interim Redeveloper by an action at law. Notwithstanding any termination of this Agreement pursuant to this subsection, Interim Redeveloper shall still be reimbursed its Demolition Costs pursuant to the provisions of Paragraphs 2.05 and 3.05 herein.

5.03. Interim Redeveloper's Remedies. Upon the occurrence of the Township's Event of Default, the Interim Redeveloper shall provide written notice of the Event of Default to the Township, whereupon the Township shall have thirty (30) days to cure such Event of Default, provided however, that for so long as the Township is using commercially reasonable efforts to cure, if the Township is not capable of curing the subject Event of Default within such cure period, the Township and Interim Redeveloper shall agree on a time frame to cure. If the Township is unable to cure within that agreed-upon timeframe, then the Interim Redeveloper has the right upon ten (10) days notice to the Township to terminate this Agreement and receive reimbursement from the Township of the Demolition Costs incurred to date.

5.04. No Waiver of Rights and Remedies by Delay. Any delay by an aggrieved party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved party of or limit the aggrieved party's rights in any way (it being the intent of this provision that the aggrieved party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise to exercise such rights at a time when the aggrieved party may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the aggrieved party with respect to any specific default by the defaulting party under this Agreement be considered or treated as a waiver of the rights of the aggrieved party with respect to any other defaults by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

5.05. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by the terms of this Agreement, shall be cumulative, and

the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE VI

REPRESENTATIONS

6.01. Representations of Interim Redeveloper. Interim Redeveloper represents and warrants to the Township that this Agreement has been duly authorized, executed and delivered by Interim Redeveloper and, on the Effective Date will constitute a legal, valid and binding obligation of Interim Redeveloper enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by Interim Redeveloper and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which Interim Redeveloper is a party or by which it is bound or the Certificate of Incorporation, By-Laws, Certificate of Formation, Operating Agreement or Partnership Agreement of Interim Redeveloper, or any statute, rule, regulation, ordinance, order or decree in force as of the date hereof. Interim Redeveloper represents and warrants that it has obtained all necessary licenses, certifications and further represents that it will be qualified to do business in New Jersey on or after the Effective Date.

6.02. Representation of the Township: The Township represents and warrants to Interim Redeveloper that this Agreement has been duly authorized by virtue of a certain Resolution, executed and delivered by the Township and, on the Effective Date, will constitute a legal, valid and binding obligation of the Township enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by the Township and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which the Township is a party or by which it is bound by any statute, rule, regulation, ordinance, order or decree in force as of the date hereof.

ARTICLE VII

NOTICES AND DEMANDS

7.01. Manner of Notice. A notice, demand, or other communication required under this Agreement by either party to the other shall be considered given and delivered if it is dispatched by registered or certified mail, overnight courier postage prepaid, return receipt requested, or delivered personally at the addresses listed below for each party.

(a) **In the case of Township of West Orange:**

Mayor Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

With copy to:

Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera & Sodono, P.C.
347 Mt. Pleasant Avenue
West Orange, New Jersey 07052

(b) **In the case of the Alpert Group:**

Joseph Alpert
1 Parker Plaza
Fort Lee, New Jersey 07024

With copy to:

William C. Sullivan, Jr., Esq.
Scarinci Hollenbeck
1100 Valley Brook Avenue
P.O. Box 790
Lyndhurst, New Jersey 07071

(c) At such other addresses a party may, from time to time, designate in writing and mail to the other as provided herein.

ARTICLE VIII

MISCELLANEOUS

8.01. Force Majeure. It is agreed that the terms of this Agreement and any deadlines set forth herein, including but not limited to the Demolition Timetable set forth in Paragraph 2.05 shall be modified if completion of the Demolition or other compliance with this Agreement is prevented by an event of Force Majeure, as defined in the Definitions Section hereof. Where the completion of the Demolition or other compliance with this Agreement is prevented by an event of Force Majeure, the relevant term(s) of this Agreement and/or any deadline shall be modified/extended for the period of delay caused thereby, provided that the Interim Redeveloper who seeks the benefit of this provision on force majeure shall, within ten (10) days after the beginning of any such enforced delay, have notified the Township in writing, and of the cause or causes thereof, and therein has requested a modification of the term and/or an extension for the period of the enforced delay. In addition to the examples of Force Majeure set forth in the Definitions Section hereof, compliance with municipal laws regulating land use and rehabilitation and/or construction, any legal requirements under any applicable environmental laws, as well as known NJDEP clearances, approvals, or permits typical of the development process and referred to in this Agreement shall be construed to be an event(s) of Force Majeure.

8.02. Non Default Termination. The Interim Redeveloper acknowledges and understands that the Township's title to the Selecto-Flash Building Property arose from the Final Judgment issued by the Superior Court of New Jersey following the Township's In Rem Tax

Foreclosure. The Interim Redeveloper further acknowledges and understands that the previous title owner to the Selecto-Flash Building Property may seek to redeem its interest in the Selecto-Flash Building Property or seek to amend the Final Judgment pursuant to New Jersey Court Rule 4:50-1 up to one year from the date of the Final Judgment. In the event that the previous title owner applies to the Superior Court of New Jersey to redeem its interest or amend the Final Judgment, the Township will provide notice to the Interim Redeveloper, upon which notice the Interim Redeveloper may elect to terminate this Agreement. In that event, to the extent that the Township is reimbursed or compensated in any manner by the prior title owner of **the Selecto-Flash Property, then the Township will reimburse Interim Redeveloper for the Demolition Costs incurred by Interim Redeveloper.**

8.03. Right of Entry For Utility Service. The Township reserves for itself and any public utility company, as may be appropriate, the unqualified right to enter upon the Selecto-Flash Building Property at any reasonable time for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Selecto-Flash Building Property boundary lines provided written notice is given to Interim Redeveloper prior to entry. Such written notice shall not be required in the case of an emergency occurring on or around the Redevelopment Area, the conditions of which would require immediate or emergency entry.

8.04. Interim Redeveloper Not To Block or Obscure Utility Easements. The Interim Redeveloper shall obscure or block access to any easement for public utilities described or referred to in Paragraph 8.03 herein, unless such blockage is approved by the Township. If approval for such blockage is requested by the Interim Redeveloper, the Township shall use its best efforts to assure that such approval shall not be withheld unreasonably.

8.05. Maintenance and Security of Selecto Flash Building Property. The Interim Redeveloper shall be responsible for the maintenance and security of the Selecto-Flash Building Property subject to this Agreement and shall continue to do so until such time as Interim Redeveloper completes the Demolition pursuant to Paragraph 2.01. Interim Redeveloper shall

keep the Selecto-Flash Building Property safe, clean and kept so that any garbage or debris is promptly collected and disposed of.

8.06. Equal Employment Opportunity The Interim Redeveloper agrees that during the Demolition:

(a) The Interim Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Interim Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Interim Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Township which are consistent therewith;

(b) The Interim Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Interim Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin;

(c) The Interim Redeveloper will send to each labor union or representative of workers with which the Interim Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union workers' representative of the Interim Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965 as amended and modified, and shall post copies of said notice in conspicuous places available to employees and applicants for employment;

(d) The Interim Redeveloper will comply with all provisions of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), and all rules, regulations, and relevant orders of the Secretary of Labor;

(e) Subcontractors and suppliers to the Project shall to the extent reasonably possible include qualified and certified minority enterprises; and

(f) To the maximum extent possible, the obligations in this Section shall be binding on all contractors and subcontractors to the extent that any work is done by any contractor or subcontractor, and any contract entered into by the Interim Redeveloper shall so provide.

8.07. Entire Agreement. This Agreement constitutes the entire Agreement of the parties and supersedes the prior or contemporaneous writings, discussions, or agreements between the parties with respect to the subject matter hereof and may not be modified, or amended except by a written agreement specifically referring to this Agreement signed by all the parties hereto.

8.08. Titles of Articles and Paragraphs/Sections/Headings. Any titles of the several Parts and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The Section headings contained in this Agreement are inserted for reference purposes only and shall be given no weight in the construction of this Agreement. None of the headings or titles of Articles and Sections are intended to limit or define the contents of the Sections and Articles.

8.09. Counterparts. This Agreement is executed in several counterparts, each of which shall constitute one and the same instrument.

8.10. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

8.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any legal or remedial action taken hereunder shall be in the Superior Court of the State of New Jersey; Essex County.

8.12 WAIVER OF JURY. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING THIS AGREEMENT OR ANY OTHER

INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the Township has caused this Agreement to be duly executed in its name and behalf by the Mayor, and its seal to be hereunto duly affixed and attested by the Township Clerk, and the Interim Redeveloper has caused this Agreement to be duly executed in its name and on its behalf by its sole member, on or as of the day first above written.

ATTEST:

Township of West Orange

By: _____
Karen Carnevale, Township Clerk

By: _____
Robert D. Parisi, Mayor

ATTEST:

The Alpert Group, LLC

By:  _____
Maureen Serz

By:  _____
Joseph Alpert

EXHIBIT "A"

PROPOSAL

PROPOSAL

Vecharello Contracting, LLC

General Contractors

P.O. Box 4458, Wayne, New Jersey 07474-4458

Office: 973-345-6500 * Fax: 973-345-6502 * Mobile: 973-583-1870

E-mail: vecharello@aol.com

Proposal submitted to:

The Alpert Group
1 Parker Plaza
Fort Lee, NJ 07024

Work to be performed at:

18 Central Ave
West Orange, NJ 07050

February, 23rd 2017

We hereby propose to furnish the materials and perform the labor necessary to complete the demolition of 1 existing 64,000 sq ft building @ 18 Central Ave West Orange, NJ 07050. This building consists of the following:

Asbestos abatement and removal

1. Appx. 30,000 sq ft roofing material. All roofing material located at the property contains asbestos.
2. Appx. 6,000 sq ft vinyl asbestos tile located on the 2nd floor rear & front areas
3. Appx. 10,000 sq ft of 1x1 ceiling tile glue dots located on the 3rd floor office area

All other samples came back either less than 1.0% or no asbestos detected

(ASBESTOS SURVEY PROVIDED BY HARMONY CONTRACTING INC)

Demolition Scope of work includes

1. Locate cut and cap existing sewer & water laterals
2. Demolish and remove all roofs, floors and existing foundations (including slabs and footings)
3. Hammer, Crush, remove and stockpile concrete on-site for future use
4. Remove all demo debris (excluding concrete)
5. Obtain all necessary permits paid by owner
6. Removal, transport, and disposal off site of all MEP associated with the structure
7. Rough grade building area
8. Includes asbestos survey

Does not include cost or removal of any contaminated soil.

EXCLUSIONS:

If any underground storage tanks, contaminated soil, ledge rock, ground water or required pumping and/or dredging during excavation is necessary, all costs will be in addition to the contract price listed below.

THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)

THIS CONTRACT DOES NOT INCLUDE ANY FEES, PERMITS, BONDS, ETC. REQUIRED BY:

PSE&G;

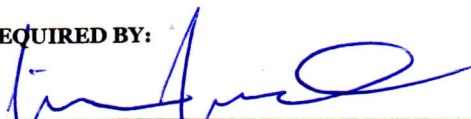
Passaic Valley Water Commission

West Orange Police, Building, and Engineering Department

Third-party Inspections

Architectural or engineering costs

Any extermination or animal abatement.



WILLIAM VECHARELLO (PRESIDENT)

ALPERT GROUP REP

ALL WORK WILL BE DONE IN COMPLIANCE WITH LOCAL, STATE & FEDERAL GUIDELINES

EXHIBIT "B"

CONSENT FOR ACCESS TO PROPERTIES

CONSENT FOR ACCESS TO PROPERTIES

Name: Orange Valley Regional Groundwater Superfund Site

Properties: 18 Central Ave Properties LLC
Selecto-Flash Property
18 Central Avenue
West Orange, New Jersey 07052
Tax Block 9, Lot 36

I, the undersigned, represent that

SELECTO-FLASH IN TAX FORECLOSURE BY TOWNSHIP
is the owner of the real property noted above and that I am authorized to represent
TOWNSHIP OF WEST ORANGE and under such authorization, I consent to officers, employees, and other authorized representatives of the United States Environmental Protection Agency (EPA) entering and having continued access to the above described properties for the following purposes:

1. Visiting and inspecting the property;
2. Temporary staging/storing of environmental investigation equipment or collected environmental media;
3. Collecting groundwater, soil or sediment samples;
4. Installing, logging and/or developing groundwater monitoring well(s);
5. Removing and disposing of all materials generated by these actions; and
6. Any other actions required to properly implement this Superfund remedial response action.

I realize that these actions by EPA are undertaken pursuant to its response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA", 42 U.S.C. §9601 et seq.) This written permission is given by me voluntarily with knowledge of my right to refuse and without threats or promises of any kind.

Date: *Nov 2016*

ROBERT PARISI, Mayor

Name of Authorizing Official

[Signature]
Signature of Authorizing Official

** AN ORDER PERMITTING ACCESS HAS BEEN ENTERED IN FAVOR OF THE TOWNSHIP.*

MAYOR, TOWNSHIP OF WEST ORANGE
Title of Authorizing Official

Authorizing Official Contact Information:

973 325 7050 JSAYERS@WESTORANGE.
Telephone JOHN K. SAYERS, E-mail ORG
BUSINESS ADMINISTRATOR

**TRENK, DiPASQUALE, DELLA FERA
& SODONO, P.C.**

347 Mt. Pleasant Avenue, Suite 300
West Orange, NJ 07052
(973) 243-8600
Richard D. Trenk, Esq. (016951982)
Attorneys for Plaintiff Township of West Orange

TOWNSHIP OF WEST ORANGE, a Municipal
Corporation of the State of New Jersey,

Plaintiff,

v.

4 TOMPKINS STREET,
Block 7, Lot 22 assessed to
SELECTO-FLASH, CORP

18 CENTRAL AVENUE,
Block 9, Lot 36 assessed to
SELECTO-FLASH, CORP.

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: ESSEX COUNTY

Civil Action

DOCKET NO.: ESX-F-011876-16

**ORDER GRANTING IMMEDIATE
POSSESSION AND ACCESS TO
PROPERTY PURSUANT TO N.J.S.A. 54:5-53.1**

THIS MATTER having been brought before the Court by Trenk, DiPasquale, Della Fera & Sodono, P.C, 347 Mt. Pleasant Ave., Suite 300, West Orange, New Jersey, 07052 (Richard D. Trenk, Esq., appearing), attorneys for Plaintiff Township of West Orange (the "Township") upon the filing of a Verified Complaint on April 21, 2016 (the "Verified Complaint") seeking in rem tax foreclosure on the properties captioned herein (the "Selecto-Flash Properties"); and

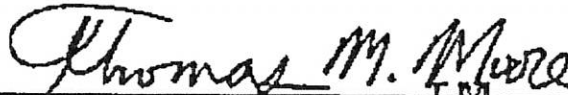
WHEREAS the Township seeks an order for the immediate possession of the land and all rents and incomes thereof, pursuant to N.J.S.A. 54:5-53.1, based upon the facts set forth in the Supporting Certification of Zoning Official Geniece Gary-Adams and the Certification of Mark Y. Moon, Esq. filed herewith; and it appearing that all parties in interest having been provided notice of this application and notice having been posted on the Selecto-Flash Properties; and for good cause shown;

IT IS on this 23rd day of August, 2016:

ORDERED that the Township's Motion Seeking Immediate Possession and Access to the Selecto-Flash Properties is hereby granted; and it is further

ORDERED that the Township shall have the immediate possession and access to the Selecto-Flash Properties pursuant to N.J.S.A. 54:5-53.1 for collection of any and all revenues, rents, or profits being generated from the use of the Selecto-Flash Properties or the bar further trespass upon the Selecto-Flash Properties; and it is further

ORDERED that a copy of this Order shall be served on all counsel of record within 7 days from counsel's receipt hereof.



HONORABLE Thomas M. Moore, J.S.C.
JUDGE OF THE SUPERIOR COURT,
CHANCERY DIVISION

☐ Opposed

☒ Unopposed

EXHIBIT "C"
LICENSE AGREEMENT

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation whose address is 66 Main Street, West Orange, New Jersey (the "Township"),

and

Richard Behar d/b/a Roseland Landscaping whose address is 29 Williamsburg Drive, Roseland, NJ 07068 ("Licensee" and, together with Township, the "Parties.").

The above Parties hereby agree to the following terms and conditions of this license agreement.

1. **License Date and Effective Date of Agreement.** This License is made with an effective date of December 1, 2016 ("Effective Date"). This Agreement shall not be effective until Township receives a copy of this Agreement executed by the Licensee and any necessary resolution or documentation evidencing authorization for the execution of this License Agreement by the Township Council.

2. **Description of Agreement Premises.** The premises licensed by the Township to Licensee includes the space located at the exterior of the property depicted as Block 9, Lot 36 on the Tax Map of the Township of West Orange, known as 18 Central Avenue, West Orange, NJ 07052 (the "Premises").

3. **Term, Renewal, and Termination.** The initial term of this License shall be for one (1) month with a commencement date of December 1, 2016 (the "Initial Term"). This Agreement shall be renewable for an additional one (1) month renewal term upon the expiration of the Initial Term (the "First Renewal Term") which shall automatically occur unless either party issues written notice advising the other party that the License shall not be renewed. Such notice must be provided no later than five (5) days from the termination of the Initial Term. This Agreement shall then operate on a month to month basis until and unless either party issues a Notice of Termination. Such notice shall be issued no later than seven (7) days from the termination of any one month renewal term.

4. **Licensee's Use.** Licensee shall use the Premises solely for the storage of equipment and vehicles on the areas adjacent to the fence line adjacent to Central Avenue. Licensee shall be barred from any and all illegal acts on the Premises and any illegal acts on the Premises shall be deemed a default of this agreement and subject to immediate termination.

5. **Prohibited Access.** Licensee agrees that it shall be barred from accessing any of the structures on the Premises. Licensee shall refrain from approaching ten (10) feet from any of the structures located on the Premises.

6. **Fee and Insurance.** A fee shall be payable at a rate of \$400 per month. This fee shall be paid no later than the fifth of each monthly term. Licensee agrees to maintain public liability insurance naming itself and the Township as named insured in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. This License Agreement shall not be effective until Township receives the required proof of insurance. Any failure to timely renew the required insurance shall be deemed a default of this agreement subject to immediate termination.

7. **Non Exclusive Usage.** Licensee acknowledges and agrees that it shall not have exclusive use of the Premises during the term of the License Agreement. The Township may utilize the facilities at any time and for any purpose. In addition, Licensee acknowledges and agrees that other local, state and federal agencies shall have access to the Premises. The Township agrees that it will not interfere with Licensee's property on the Premises without providing one days notice affording Licensee the opportunity to move its property.

8. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will not abandon the Premises and will do nothing that could increase the cost of Township's fire or public liability insurance.

9. **Improvements.** Without Township's written consent in advance, Licensee shall not alter, add to, or improve the Premises. Any improvements made by Licensee that constitutes fixtures or cannot be removed without material harm to the Premises shall be Township's property upon installation. All of Licensee's personal property shall be removed by Licensee before the termination or expiration of this License Agreement. Licensee, at the same time, shall repair any injury done to the Premises in connection with the installation and removal of the improvements and the personal property. Licensee shall surrender the Premises in the same condition as they were at beginning of this License Agreement, subject to reasonable wear and tear and damage caused by conditions or events beyond Licensee's control except as to improvements.

10. **Abandoned Property.** All of Licensee's property remaining on the Premises after this Agreement terminates shall be deemed abandoned and the sole property of the Township.

11. **Services.** The Township shall provide no utilities to the Premises. The Licensee shall provide garbage collection and landscaping services to the Premises.

12. **Care and Maintenance of Premises.** Licensee shall maintain the Premises in a neat, clean, in good order, and free of all garbage, waste, litter, and debris. Licensee agrees to remove all snow and ice from all walkways and driveways on a timely basis. Licensee shall plow, shovel and/or de-ice all walkways and driveways on the Premises as may be necessary and appropriate depending on the rate of snow fall or other inclement condition including refreezing and thawing. Licensee also agrees to maintain the cut and growth of the vegetation on the Premises and the vegetation on the lot located at the property depicted as Block 7, Lot 22 on the Township of West Orange tax map, known as 4 Tompkins Street, West Orange, NJ 07052 (the "Vacant Lot") in a neat, clean and in good order. Licensee will remove and dispose of any garbage or other debris or other items from the Vacant Lot.

13. **Township May Cure Defaults.** If Licensee defaults in the performance of any covenant or condition of this License Agreement, Township may, on reasonable notice to Licensee (except that no notice need be given in case of emergency), cure the default. Licensee shall have reasonable opportunity to cure default prior to the Township's action(s) to cure default.

14. **Default.** If Licensee fails to comply with any term and condition herein, Township may terminate this License Agreement on five (5) days notice.

15. **Notices.** Any notice by either Party to the other shall be in writing and shall be deemed to be properly given only if delivered personally or emailed addressed (a) if to Licensee, at 29 Williamsburg Drive, Roseland, NJ 07068; (b) if to the Township, at the Township's address set out in this Agreement; or (c) at such addresses as Licensee or the Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

16. **Elements of Constructive Eviction.** Licensee shall not be entitled to claim a constructive eviction from the premises.

17. **No Representations.** Neither Party has made any representations or promises, other than those contained in this License Agreement or in some further writing signed by the Party making the representation or promise.

18. **No Covenant of Quiet Enjoyment.** Licensee acknowledges and agrees that it has no entitlement to quiet enjoyment of the Premises and reiterates that the Township shall maintain the absolute right to access the premise at any time and for any purpose.

19. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this License Agreement or any claims regarding the Premises.

20. **Captions.** The captions in this License Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this License Agreement or any of its provisions.

21. **No Assignment.** The Licensee is not permitted to assign any aspect of this License Agreement to any entity or person without the express written consent of the Township which consent may be withheld by the Township, in its sole discretion.

22. **Compliance with All Governing Law.** This License Agreement is made with the intent to comply with all governing law. To the extent that any aspect of this agreement is deemed invalid or illegal such designation shall operate as a termination as set forth in Paragraph 3 of this License Agreement.

23. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this License Agreement shall apply to, bind, and inure to the benefit of the Township and Licensee, their successors, legal representatives, and assigns. It is understood that the term "Township" as used in this Agreement means only the owner, or the mortgagees in possession, or the lessee for the time being, of the Premises, so that if the Premises are sold or leased or if the mortgagee takes possession of the premises, Township shall be entirely freed and relieved of all covenants and obligations of the Township accruing after such sale, agreement, or taking of possession, and it shall be deemed without further agreement that the purchaser, the lessee, or the mortgagee in possession has assumed and agreed to carry out any and all of the Township's covenants and obligations.

The above terms and conditions of this lease agreement are hereby agreed to by and between the Parties executing below on this 30th day of November, 2016.

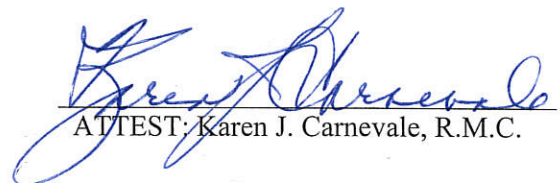
RICHARD BEHAR
d/b/a ROSELAND LANDSCAPING

By: 
RICHARD BEHAR


WITNESS

TOWNSHIP OF WEST ORANGE

By: 
ROBERT D. PARISI, MAYOR


ATTEST: Karen J. Carnevale, R.M.C.

4816-2369-8747, x. 1

RESOLUTION

WHEREAS, pursuant to Resolution 121-16, the Township of West Orange (the “Township”) appointed Matrix New World (“Matrix”) to conduct a Preliminary Assessment and Site Investigation as to the property located at 18 Central Avenue, Block 9, Lot 36, and 4 Tompkins Street, Block 7, Lot 22 on the Tax Map of the Township of West Orange (the “Selecto-Flash Properties”); and

WHEREAS, on August 9, 2016, the Township passed resolution 189-16, which authorized Matrix to apply for grant funds from the New Jersey Department of Environmental Protection/New Jersey Economic Development Authority (the “DEP”) Hazardous Discharge Site Remediation Funds (the “HDSRF”) Program for the purpose of funding the cost for the Preliminary Assessment and Site Investigation on the Selecto-Flash Properties; and

WHEREAS, the Township received notice that the application for grant funds from the HDSRF were approved in the amount of \$77,237.90 and requires various finalized documents, including an executed agreement with Matrix for performance of the Preliminary Assessment and Site Investigation on the Selecto-Flash Properties; and

WHEREAS, the costs for the Preliminary Assessment and Site Investigation on the Selecto-Flash Properties are to be paid from the \$77,237.90 grant funds to be received from the HDSRF.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor is hereby authorized to execute the Agreement to Conduct Preliminary Assessment and Site Investigation, annexed hereto as Exhibit “A;” and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature;
and be it further

RESOLVED that a copy of this resolution shall be made available in the Clerk's Office
for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: March 7, 2017

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

Exhibit “A”

**AGREEMENT TO CONDUCT
PRELIMINARY ASSESSMENT AND SITE INVESTIGATION**

THIS AGREEMENT FOR RETENTION TO CONDUCT A PRELIMINARY ASSESSMENT AND SITE INVESTIGATION (this “Agreement”), made as of the ____ day of March, 2017, by and between **THE TOWNSHIP OF WEST ORANGE**, (the “Township”) and **MATRIX NEW WORLD** (“Matrix”).

W I T N E S S E T H :

WHEREAS, the Township has designated Matrix as its Licensed Site Remediation Professional (“LSRP”) for various properties within an area designated the Central Valley Brownsfield Development Area (the “BDA”) which includes the properties located at 18 Central Avenue, Block 9, Lot 36 on the Tax Map of the Township of West Orange and 4 Tompkins Street, Block 7, Lot 22 on the Tax Map of the Township of West Orange (collectively the “Selecto-Flash Property”); and

WHEREAS, Matrix has submitted a grant application on behalf of the Township to the Hazardous Discharge Site Remediation Fund Grant (the “HDSRF”) through the Department of Environmental Protection (the “DEP”) and the New Jersey Economic Development Authority (the “EDA”); and

WHEREAS, Matrix's submission to the HDSRF included a REVISED Preliminary Assessment and Site Investigation Scope of Work (the “Scope of Work”), annexed hereto as Exhibit “**A**,” and

WHEREAS, Matrix’s submission to the HDSRF also included a Cost Estimate to perform a Preliminary Assessment and Site Investigation Scope of Work, annexed hereto as Exhibit “**B**” totaling **\$77,237.90**; and

WHEREAS, by letter dated February 17, 2017, the EDA provided a Notice of Approval to the Township advising that it had approved the Township's application for a grant from the HDSRF up to **\$77,237.90**; and

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein made, it is agreed as follows:

1. **SCOPE OF WORK.** Matrix agrees to perform a Preliminary Assessment and Site Investigation of the Selecto-Flash Property consistent with the Scope of Work, annexed hereto as Exhibit "A."

2. **COST.** The Township agrees to pay Matrix for services performed under this Agreement pursuant to the Cost Estimate drafted by Matrix and submitted to the HDSRF, annexed hereto as Exhibit "B." Matrix acknowledges and agrees its payments shall be paid from the funds received by the HDSRF grant by the Township. Matrix acknowledges and agrees that any payments beyond those enumerated in the Cost Estimate will only be paid to the extent that the HDSRF approves or authorizes additional funds beyond the \$77,238 approved by the EDA in its Notice of Approval dated February 17, 2017.

3. **BILLING AND PAYMENTS.** Matrix agrees to provide monthly invoices to the Township no later than the final business day of each month. Each invoice will contain detailed entries showing the tasks performed during that month. In addition, to the monthly totals for work performed by Matrix, each invoice will also have an entry showing the running balance of totals for work from the commencement of Matrix's performance of the Preliminary Assessment and Site Investigation. Matrix will submit a copy of the invoice to the following:

Via Email - rtrenk@trenklawfirm.com
Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera and Sodono, P.C.
347 Mt. Pleasant Avenue, Suite 300
West Orange, NJ 07052

Via Email - JGross@westorange.org
John Gross
Chief Financial Officer
Township of West Orange
66 Main Street
West Orange, NJ 07052

Via Email - Llepore@westorange.org
Leonard Lepore, P.E.
Municipal Engineer/Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

5. **COMPLIANCE WITH ALL HDSRF REQUIREMENTS.** Matrix agrees that it will comply with all requirements set forth by the HDSRF, including, but not limited to, the completion and submission of a Public Entity Project Summary to be submitted no later than December 31 of each year as required by the HDSRF.

6. **TOWNSHIP COUNCIL APPROVAL.** The parties' obligations set forth in this Agreement are expressly subject to approval by the Township Council for the Township of West Orange (the "Township Council") to be manifested in the adoption of a resolution authorizing the execution of this Agreement.

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. If any of the terms of this Agreement conflict with any previous agreement or contract between the parties, the terms of this Agreement prevail. No variation or modifications of or amendments to the terms of this Agreement shall be binding unless reduced to writing and signed by the parties hereto.

8. **BINDING EFFECT.** This Agreement shall be binding on and shall inure to the benefit of the Township and Matrix and their respective successors and assigns.

9. **CONSTRUCTION.** The laws of the State of New Jersey shall govern the interpretation, construction and performance of this Agreement.

10. **CAPTIONS.** The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof.

11. **SEVERABILITY.** The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, the same shall be deemed to be severable and shall not affect the validity of any other clause or provision of this Agreement and such other clauses and provisions shall remain in full force and effect.

12. **GENDER.** As used in this Agreement, the masculine gender shall include the feminine or neuter genders, the neuter gender shall include the masculine or feminine genders, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context.

13. **MISCELLANEOUS.**

A. Each person signing this Agreement warrants that he/she has fully authority to execute this Agreement and bind the party on whose behalf he/she has signed to the terms hereof.

B. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of

the original. Each party to this Agreement may sign and deliver to the other party(ies) a facsimile copy of this Agreement, in counterparts, or with a conformed signature of the party with the same effect as if each party had signed and delivered to the other party(ies) an original of the same document.

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement the day and year first above written.

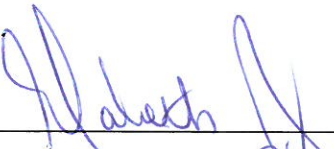
WITNESS:

TOWNSHIP OF WEST ORANGE,

By: _____
MAYOR ROBERT D. PARISI

WITNESS:

MATRIX NEW WORLD



By: 
Peter Vanden Kooy

Exhibit “A”

**REVISED Preliminary Assessment and Site Investigation
Scope of Work**

**Selecto Flash, Inc. Site
18 Central Avenue & 4 Tompkins Street
West Orange, Essex County, New Jersey
NJDEP PI #027054**

August 5, 2016

1.0 INTRODUCTION

The following revised scope of work has been prepared by the Township of West Orange as part of the request for a Brownfield Development Area (BDA) grant from the Hazardous Discharge Site Remediation Fund (HDSRF). Funding is being requested to complete a Preliminary Assessment (PA) and Site Investigation (SI) of the Selecto Flash, Inc. Site (Selecto Flash), with parcels located at 18 Central Avenue and 4 Tompkins Street in West Orange, Essex County, New Jersey. The Site is part of the Orange West/Orange Central Valley BDA. The Site is approximately 1.5 acres in size and is located in a mixed industrial, commercial, and residential area of West Orange Township.

The overall goal of the project is to obtain sufficient information on the potential contamination issues to evaluate the development options for the Site. This scope of work and attached cost estimate is being submitted to the New Jersey Department of Environmental Protection (NJDEP) for their approval to request funding from the Hazardous Discharge Site Remediation Fund (HDSRF) to begin environmental investigations at the Selecto Flash Site. The Site is identified by the NJDEP as PI No. 027054 and Case Nos. E86935 and 95-10-18-1521-31. These case numbers appear to be related to a previous sale of the property under the former Environmental Cleanup Responsibility Act (ECRA) and a discharge reported for the release from an out-of-service underground storage tank (UST). Available on-line records indicate a General Information Notice (GIN) was submitted in 1986 followed by the submission of a PA Report in 1987 to the NJDEP under the former ECRA program.

The scope of this project includes the completion of a PA to identify any potential areas of concern (AOCs) present at the property known as Block 9; Lot 36 (18 Central Ave.) and Block 7; Lot 22 (4 Tompkins St.) and the completion of a SI for any AOCs identified during the PA. The PA and SI are scoped to comply with the NJDEP Technical Requirements for Site Remediation (TRSR), the Site Remediation Reform Act (SRRA), the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), Underground Storage Tanks, and the NJDEP's applicable guidance documents. The information obtained from the PA will be used to determine which SI activities are warranted. Based on available information, it appears that the property includes a, two-story building and paved parking area.

2.0 TECHNICAL APPROACH

The Township of West Orange is acquiring the properties at 18 Central Avenue (Block 9; Lot 36) and 4 Tompkins Street (Block 7; Lot 22) in West Orange, New Jersey through foreclosure. The scope of work for this PA and SI is prepared in accordance with the TRSR.

The objective of this project is to identify any areas on the site where environmental conditions are present as a result of past practices, and to evaluate these areas with respect to site development. The first step will be to complete a PA of the properties known as Block 9; Lot 36 (18 Central Avenue) and 4 Tompkins Street (Block 7; Lot 22). The PA will be based primarily on readily available information regarding environmental incidents and historical information. This phase uses only non-intrusive

methods to identify any environmental conditions that may exist at the Site. According to the NJDEP TRSR, the intent of the PA is to identify the presence of any potentially contaminated AOCs that require further investigation. Based on the review of NJDEP Data Miner environmental records, at least one AOC, a 10,000-gallon, No. 4 heating oil UST is associated with the Selecto Flash Site. The UST status is reported to be out-of-service and the UST registration is expired. A Licensed Site Remediation Professional (LSRP) will be retained by the Township of West Orange for the Selecto Flash Site.

Those areas where the PA determines the likelihood of unacceptable environmental conditions to be high will be addressed in the SI phase. During the site investigation phase, at a minimum, a subsurface soil investigation will be conducted to determine if historical operations have impacted the site soil.

The results of this Scope of Work will provide the Township of West Orange with the following information:

- what potential AOCs exist on this Site;
- if the potential for soil and groundwater contamination exists;
- type of soil and groundwater contamination, if any, that may be present; and
- if the potential for vapor intrusion exists

These goals will be accomplished by:

- conducting a PA of this property; including a site walk and historical file reviews;
- preparing PA Report and accompanying NJDEP form to be submitted to the NJDEP;
- conducting SI activities to evaluate the soil conditions and groundwater beneath the Site (if necessary) in the AOCs identified;
- preparing a SI Report to be submitted to the NJDEP with recommendations for any further investigations.

The following describes the technical approach that will be implemented to accomplish the above goals.

2.1 PRELIMINARY ASSESSMENT TASKS

The objective of a PA is to identify potential environmental AOCs at a Site. The NJDEP defines an environmental AOC as “any existing or former location where hazardous substances, hazardous wastes, or pollutants are or were known or suspected to have been discharged, generated, manufactured, refined, transported, stored, handled, treated, disposed, or where hazardous substances, hazardous wastes, or pollutants have or may have migrated”. The TRSR (N.J.A.C. 7:26E-1.8) and the Preliminary Assessment guidance document provides a list of potential types of AOCs, which may include storage tanks, sumps, dumpsters, drainage systems, transformers, spill areas, compressor vent discharges, boiler rooms, and hazardous material storage areas.

The PA will be completed in accordance with the NJDEP TRSR and the NJDEP Preliminary Assessment guidance document. As required by the NJDEP, the PA effort will include compilation of required information, review of this information, and the preparation of the PA report. Based on our knowledge of the NJDEP regulatory framework, the following tasks will be conducted.

Site Visit

A site visit will be conducted to gain an understanding of current site conditions. The site visit will include a site walk to identify any potential AOCs, a visual inspection of building/structures and exterior areas, and a review of available plant and/or property files dealing with current and former environmental conditions. The inspection team will compile the site information and prepare a summary of findings. These inspections will be limited to those site features which are readily accessible and visible. No sampling or testing is included under this task.

Review of Commercially Available Environmental Databases

A database report will be obtained and reviewed from one of the recognized database report providers to identify any historical environmental concerns relating to the site, as well as adjacent properties. Information may be located in one or more of the following databases:

- USEPA National Priorities List Database.
- USEPA Resource Conservation and Recovery Act (RCRA) Information System (RCRIS) Database.
- USEPA Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) Database.
- RCRA Corrective Action Activity (CORRACTS) Database.
- Leaking Underground Storage Tanks (LUST) Site Database.
- Solid Waste Facilities/Landfill Sites Database.
- Registered Underground Storage Tanks (UST) Site Database.
- Facility Index System Database.
- Hazardous Materials Information Reporting System Database.
- State Hazardous Waste Site Database.
- CERCLA No Further Remedial Action Planned (NFRAP) Database.
- Major Facilities Database.
- Toxic Chemical Release Inventory System Database.
- Toxic Substances Control Act (TSCA) Database.

Copies of any available aerial photographs of the Site will also be obtained and reviewed. These sources are expected to provide historical site development information and historic site conditions.

Review of NJDEP Files

A request will be submitted to the NJDEP to review files regarding the former Selecto Flash property located at 18 Central Avenue and 4 Tompkins Street, West Orange, New Jersey. Available site records and files will be reviewed that are related to environmental or health and safety compliance issues to identify any potential past situations that have occurred that indicate site contamination. Any areas of potential contamination identified during the records review will be described on drawings of the site. In addition, a review of the operating and ownership history will be performed as well as UST registration files and Community Right to Know Surveys. A review of existing ECRA and/or Industrial Site Recovery Act (ISRA) files will also be completed.

Review of Local Agency Files

Local government agencies will be contacted to determine whether records of violations or other records exist that may be useful in identifying areas of concern. Information concerning violations of health or fire codes can provide important information regarding potential areas of environmental concern.

PA Report Preparation

A PA report will be completed in conformance with NJDEP's Technical Requirements, summarizing the various investigations and presenting a general assessment of the site conditions. The PA Report will contain all the information obtained from the historical data searches, the regulatory file review, and the site inspection. The PA Report will also contain recommendations for each AOC identified. Following a review of the Draft Report by the Township of West Orange, comments will be incorporated to prepare a Final Preliminary Assessment Report that will be submitted to NJDEP.

During this phase of the investigation, no environmental samples will be collected and no other intrusive activities will be conducted as part of the PA.

2.2 SITE INVESTIGATION TASKS

The objective of a SI is to evaluate potential environmental AOCs identified during the PA that may have impacted site soils and/or groundwater. The proposed scope of work and technical approach for the investigation has been developed in accordance with the TRSR N.J.A.C. 7:26E, the NJDEP *Field Sampling Procedures Manual* (August 2005), and applicable NJDEP guidance documents.

Information available for the former Selecto Flash property located at 18 Central Avenue, West Orange indicates the property consists of one, two-story building and paved parking area. NJDEP records available on-line indicate the presence of one 10,000-gallon, cathodically protected steel, single-walled, No. 4 heating oil, UST. The UST status is listed as empty and out of service in 1979 which indicates the UST is currently out of compliance. The UST registration was listed as expired in 2002. No further information was available.

Information available for the former Selecto Flash property located at 4 Tompkins Street, West Orange indicates it is a vacant, 0.16-acre parcel that appears to be paved and used for parking. No NJDEP online information is available for the property located at 4 Tompkins Street, West Orange, New Jersey.

Quality Assurance Project Plan (QAPP)

A QAPP and a Health and Safety Plan (HASP) will be prepared prior to the commencement of the SI field activities. The QAPP will be prepared in accordance with requirements in the TRSR and following the NJDEP Quality Assurance Project Plan Technical Guidance. The site-specific HASP will be prepared in accordance with 29 CFR Parts 1910 and 1926 of the Federal Occupational Safety and Health Administration (OSHA) regulations.

Property Survey

A limited survey of the property will be completed to provide a scaled site plan to be included in the SI report. The survey will include the property boundaries, location of on-site structures, soil boring locations, and significant features.

Geophysical Investigation

To address the potential presence of an UST, the SI will include a geophysical investigation of the accessible areas of both parcels. A non-intrusive geophysical subsurface investigation will be conducted using ground-penetrating radar (GPR), radio frequency, magnetic (MAG) and electromagnetic (EM) geophysical subsurface delineation techniques. The results of the geophysical investigation will be used to determine the location of proposed soil borings in the area of the existing UST.

Soil Boring Installation

To assess any potential impact of the UST and any additional AOCs (if present) identified at the Site, the SI will include the installation of up to 15 soil borings.

The NJDEP on-line records indicated one, 10,000-gallon, steel, No. 4 heating oil (No. 4) UST is located on Site. The UST is reported to be out-of-service. To address the UST, up to six soil borings will be installed around the UST to a depth of approximately 15 feet below ground surface. One of the six proposed soil borings will be extended to a depth of approximately 25 feet or bedrock; whichever is encountered first. One soil sample will be collected from each boring at the six-inch depth interval displaying the highest photoionization detector (PID) reading during field screening activities. If no PID readings are detected, the samples will be collected from the estimated depth of the invert of the UST. The soil samples will be analyzed for extractable petroleum hydrocarbons (EPH), Category 2 (non-fractionated) with contingent polyaromatic hydrocarbon (PAH) analysis on twenty-five percent of the samples where EPH concentrations are detected over 100 milligrams per kilogram (mg/kg). The samples will also be held for contingent fractionation.

In addition, 12 soil borings will be completed to investigate potential AOCs identified in the PA. One soil sample will be collected from each soil boring. The soil samples will be analyzed for target compound list (TCL)/target analyte list (TAL) plus 30 (TCL/TAL+30) since the source of any suspected contamination is not known at this time. If during the PA, the specific contaminants of the AOC can be determined, then a reduced sample analysis will be implemented. One field blank and one duplicate sample will also be collected to satisfy the Quality Assurance/Quality Control (QA/QC) requirements. Boring material remaining after soil sampling will be returned to the borehole and the ground surface will be restored. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis.

Groundwater Investigation

The UST registered to the Site is identified as a 10,000-gallon, No. 4 heating oil UST. A typical 10,000-gallon UST has an estimated diameter of 8 to 10 feet. Groundwater on a nearby property is reported to be at 12 to 14 feet bgs. Based on this information, the UST bottom is likely within two feet of groundwater. Therefore, a groundwater investigation will be conducted as part of the SI.

During the installation of the above soil borings, if soil impacts (i.e. staining, PID readings, odors, etc.) are observed, a minimum of three soil borings will be completed as temporary monitoring wells. The installation of three temporary wells will allow groundwater flow direction to be determined. The temporary wells will be installed with a direct push Geoprobe rig to a depth of approximately 20 feet bgs. Once the soil borings have been completed, up to three temporary well points will be installed. The groundwater sampling will be completed via the volume average purge technique for VOC analysis. Water quality indicator parameters (dissolved oxygen, pH, temperature, conductivity, and ORP) will be monitored during the groundwater purging and sampling activities. For QA/QC purposes, one field blank, one duplicate, and one trip blank will also be collected. The groundwater samples, field duplicate, and field blank samples will be analyzed for TCL VOC+15 and TCL semi-volatile organic compounds (SVOC)+15 plus SIMs in following the NJDEP TRSR for petroleum storage areas for No. 4 fuel oil. The trip blank sample will be analyzed for TCL VOC+15. All groundwater samples will be analyzed on a standard turnaround time basis. Following sampling, the temporary well points will be removed from the boring and grouted to the ground surface.

The temporary well points will be surveyed by a New Jersey licensed surveyor for location and elevation.

The disposal of two 55-gallon drums of non-hazardous investigative derived waste (IDW) is included.

Vapor Intrusion Investigation (if required)

In anticipation of the possibility that concentrations in groundwater may exceed the NJDEP's groundwater screening levels (GWSL) or the presence of light non-aqueous phase liquids (LNAPL), costs for a VI investigation is included in this estimate. This task includes the NJDEP-required pre-sampling walkthrough that includes the completion of the NJDEP's Air Building Survey form at least one week prior to the sampling event.

This task is for the implementation of the indoor air sampling to be conducted at the on-site structure. A total of three indoor air samples and one background (ambient) air sample will be collected based on the size of the on-site building (building square footage is anticipated to be between 5,001-10,000 square feet). The samples will be submitted to the laboratory on hold pending the results of the sub-slab sampling. If the sub-slab soil gas samples contain contaminant concentrations at levels exceeding the GWSL, the air samples will be analyzed for VOCs plus tentatively identified compounds (TICs) and naphthalene using USEPA Method TO-15.

Following the completion of the indoor air sampling, sub-slab soil gas samples will be collected from the on-site structure. Four sub-slab soil gas samples will (5,001 and 10,000 square feet) be collected and the air samples will be analyzed for VO+15 and naphthalene using USEPA Method TO-15. The air and soil gas sampling is expected to be completed in 2 days, since the indoor air sample canisters will be retrieved after the 24-hour sample period and prior to the sub-slab soil gas sampling.

Following the completion of the VI investigation and receipt of analytical results, a VI Investigation Letter will be prepared. The report will summarize investigation activities, results, findings, conclusions and recommendations for the property. A copy of the report will also be submitted to the NJDEP, building tenants, property owner, West Orange Health Department, and the New Jersey Department of Health and Senior Services (if the indoor air samples are analyzed).

Site Investigation Report

Following the receipt and evaluation of the soil and groundwater data, a SI Report will be prepared and will summarize the results of the investigation. The report will consist of figures and tables, and conclusions and recommendations. Following a review of the Draft Report by the Township of West Orange, comments will be incorporated to prepare a Final Site Investigation Report that will be submitted to NJDEP.

LSRP Oversight and Form Submittals

In accordance with SRRA and the TRSR, the site designated LSRP will prepare and submit all required Site Remediation Program (SRP) forms. The forms will be submitted at the appropriate stage of SRP compliance and may accompany the PA/SI reports that will be prepared. The following forms may be required during the PA/SI:

- Case Inventory Document (CID)
- PA/SI Form
- Cover/Certification Form
- Confirmed Discharge Notification (CDN) Form
- Site Investigation (SI)/Remedial Investigation (RI) Report Form

Other forms and submittals that require more technical backup and/or explanation include the Initial Receptor Evaluation, Public Notification, and Ecological Evaluation discussed below.

Public Notification, Initial Receptor Evaluation including an Ecological Evaluation

In accordance with the TRSR, the person responsible for conducting the remediation of a contaminated site is required to perform public notification and outreach. If contamination is confirmed during the SI, Matrix will install a public notification sign at the property and submit the required forms and notification letters to the NJDEP's Office of Community Relations and the Township of West Orange.

In accordance N.J.A.C. 7:26E-1.12, if contamination is confirmed, an initial receptor evaluation (RE) will be completed. The receptor evaluation will include an evaluation of the site and surrounding property use, description of contamination, groundwater use, vapor intrusion, and ecological receptors based on the results of the file review. The RE form will be completed and submitted to the NJDEP.

3.0 COSTS

The costs to conduct the work described in the previous section are as follows:

- | | |
|--------------------------|-------------|
| • Preliminary Assessment | \$6,604.00 |
| • Site Investigation | \$70,633.90 |

Total Costs	\$77,237.90
--------------------	--------------------

Details on the costs are provided on Table 1. The costs are based on our current assessment of the site conditions. The cost for the NJDEP application fee has not been included.

Assumptions, in addition to those listed above, are provided below.

1. Site access will be provided by the Township of West Orange. All work will be completed on-site. Township permits or access agreements will not be required.
2. All proposed work areas will be accessible (i.e. no obstructions, including parked cars) for the site inspection, geophysical investigation, and drilling activities.
3. All field work will be completed in Level D or Level D modified personal protection.
4. All waste is assumed and will be disposed of as non-hazardous.
5. All soil borings will be backfilled with soil cuttings.
6. All boring locations will be accessible by a truck-mounted or track-mounted drill rig.
7. A vapor intrusion investigation will only be conducted if groundwater samples indicate the presence of contaminants above the NJDEP's VI Groundwater Screening Levels or if free-phase product is detected.

4.0 SCHEDULE

table annexed hereto.

The scope of work described above can be completed in accordance with the [REDACTED]:

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

Table 1

**DRAFT Implementation Schedule
Selecto Flash PA/SI
West Orange, New Jersey**

Tasks								
	March-17	April-17	May-17	June-17	July-17	Aug - 17	Sept - 17	Oct - 17
LSRP Retention (upon project authorization)	■							
Conduct Site Visit	■							
Conduct File Review and Environmental Database Review		■	■					
Prepare Preliminary Assessment Report (includes Town of West Orange review)*			■	■				
Geophysical Investigation			■					
Soil Boring/Temporary Well Installation and Sampling				■				
Site Survey			■	■				
Data Evaluation				■	■			
Vapor Intrusion Investigation (if needed based on groundwater results)					■	■		
Public Notification, Receptor Evaluation, Ecological Evaluation, Well Search					■	■		
Preparation and Submission of a Preliminary Assessment/Site Investigation Report (9-8-17)						■	■	

* Dates provided are estimated based on assumption that HDSRF money for PA/SI will be released together; actual dates will also be dependent on subcontractor availability. If PA money only is released initially; then 4 weeks will be added for PA Report review by NJDEP before SI money is released.

NOTE: Based on the limited background information and scope of work, initiation of demolition could potentially begin during week 13 (e.g., approx. early to mid June 2017 based upon a start date in early March). Provided that UST and/or other AOCs requiring immediate attention are not located in the area to be disturbed by demolition.

Exhibit “B”

Itemized Cost Estimate
Selecto Flash
Block 7 & 9, Lots 22 & 36
West Orange, Essex County, NJ
Matrix New World Engineering



New Jersey Department of Environmental Protection
Site Remediation Program

HDSRF APPLICATION - COST ESTIMATE - SECTION J

Activity	Rate	Unit	Quantity	Total
Task No. 1 - PRELIMINARY ASSESSMENT				
Project Management	\$125.00	hour	3	\$375.00
LSRP	\$158.00	hour	3	\$474.00
Field Activities	\$100.00	hour	16	\$1,600.00
Report Preparation	\$100.00	hour	30	\$3,000.00
CAD	\$95.00	hour	4	\$380.00
Travel	\$75.00	per day	1	\$75.00
EDR Fee	\$450.00	lump sum	1	\$450.00
FOIA Fees	\$250.00	lump sum	1	\$250.00
Task No. 1 - Preliminary Assessment				\$6,604.00
Task No. 2 - SITE INVESTIGATION				
Task No. 2A - Geophysical Investigation				
Geophysical Survey	\$1,650.00	per day	1.5	\$2,475.00
Task No. 2A - Geophysical Investigation Subtotal				\$2,475.00
Task No. 2B - Geoprobe/Drilling				
Soil Borings	\$2,070.00	per day	3	\$6,210.00
Temporary Well Points	\$90.00	each	3	\$270.00
Mob/Demob	\$250.00	each	1	\$250.00
Field Equipment	\$185.00	per day	3	\$555.00
Drums	\$70.00	each	2	\$140.00
acetate sleeves	\$10.00	each	37	\$370.00
GW Sampling Equipments	\$390.00	per day	1	\$390.00
Grout	\$1.44	foot	60	\$86.40
Surveyor	\$3,220.00	per day	1	\$3,220.00
Task No.2B -Geoprobe/Drilling				\$11,491.40
Task No. Task No. 2C - Analysis (Lab Service)				
EPH - soil	\$135.00	per sample	6	\$810.00
PAHs - soil	\$144.00	per sample	2	\$288.00
TAL/TCL+30 - soil	\$621.00	per sample	15	\$9,315.00
encore samplers (set of 3)	\$35.00	per sample	15	\$525.00
TCL VOC+15 - GW	\$161.00	per sample	6	\$966.00
TCL SVOC+15 plus SIMS - GW	\$241.50	per sample	5	\$1,207.50
Task No. 2C - Analysis (Lab Service)				\$13,111.50
Task No. Task No. 2D - IDW Disposal				
TCLP/RCRA	\$1,265.00	per sample	1	\$1,265.00
Transportation	\$633.00	per sample	1	\$633.00
Disposal	\$113.00	Drums	2	\$226.00
Task No. 2D - IDW Disposal				\$2,124.00
Task No. 2D - Public Notification				
Public Notification Sign	\$285.00	lump sum	1	\$285.00
Task No. 2D - Public Notification				\$285.00
Task No. 2E - Vapor Intrusion (If required)				
VO+TIC's, naphthalene (TO-15) - soil gas	\$271.00	per sample	4	\$1,084.00

VO+TICs, naphthalene (TO-15) - IA	\$271.00	per sample	4	\$1,084.00
Task No. 2E - Vapor Intrusion				\$2,168.00
Task No. 2F - Consulting/Engineering Costs				
Project Management (10% SI)	\$125.00	hour	53	\$6,625.00
QAPP Preparation	\$125.00	hour	8	\$1,000.00
Field Sampling Plan	\$125.00	hour	3	\$375.00
HASP Preparation	\$100.00	hour	4	\$400.00
Initial RE/CID	\$100.00	hour	28	\$2,800.00
Public Notification Form & local agency notification	\$100.00	hour	4	\$400.00
UST Facility Questionnaire	\$200.00	lump sum	1	\$200.00
SRRA Forms	\$125.00	hour	4	\$500.00
LSRP	\$158.00	hour	30	\$4,740.00
Field Activities	\$85.00	hour	96	\$8,160.00
Report Preparation	\$100.00	hour	80	\$8,000.00
CAD	\$78.00	hour	18	\$1,404.00
Travel	\$125.00	per day	9	\$1,125.00
VI Building Survey & Indoor Air & Soil Gas Sampling (1 event) - if required	\$100.00	hour	20	\$2,000.00
VI Evaluation & Reporting (If required)	\$125.00	hour	10	\$1,250.00
Task No. 2F- Consulting/Engineering Costs				\$38,979.00
SI SUBTOTAL				\$70,633.90
Total Estimated Project Cost:				\$77,237.90

RESOLUTION

WHEREAS, Kwame Davis, is the owner of the single family dwelling at 45 Glen View Drive (Block 166.15, Lot 5 C0045) and

WHEREAS, Kwame Davis, is an honorably discharged veteran who has been certified as one hundred (100%) totally disabled veteran entitled to exemption from real estate taxes pursuant to N.J.S. 54: 4-3.30 et seq; and

WHEREAS, Kwame Davis, has been granted total exemption from real estate taxes as of June 8, 2016; and

WHEREAS, Kwame Davis, has paid real estate taxes for the period June 8, 2016 thru the year and first quarter of 2017 ; and

WHEREAS, there is a request from the Tax Assessor that Kwame Davis, be refunded all real estate taxes paid from June 8, 2016 thru the 1st quarter of 2017; and

WHEREAS, the Tax Collector has advised that Kwame Davis is due and owing a refund of 2016 in the sum of \$5,358.56 and 2017 in the sum of \$2,630.00; and

WHEREAS, this Township Council desires to refund all paid real estate taxes to Kwame Davis for the year 2016 and 2017.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Kwame Davis be granted exemption from real estate taxes, as a totally disabled veteran, for tax year 2016, pursuant to N.J.S. 54: 4-3.30 et seq.

BE IT FURTHER RESOLVED that the Tax Assessor and Tax Collector adjust their records to reflect the aforementioned grant of exemption.

BE IT FURTHER RESOLVED THAT THE Tax Collector refund the sum of \$7,988.56 to Kwame Davis which sum represents real estate taxes paid for tax year 2016 and 2017.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: March 7, 2017

I hereby certify funds are available from Account No. _____

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, Urmorawin Corporation is the current holder of Plenary Retail Distribution License No. 0722-44-056-008, of the Township of West Orange; and

WHEREAS, application has been made for a person to person transfer of the above-mentioned license from Urmorawin Corporation t/a Tory Corner Liquors to Mt. Everest Corporation t/a Tory Corner Liquors, 261 Main Street, West Orange, NJ 07052; and

WHEREAS, the principal(s) of the applicant have been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license having been found and the transfer having been recommended for approval; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted regarding the proposed person to person transfer on **March 7, 2017**, and no one appeared in opposition thereto;

WHEREAS, Mr. Bhim Gurung presented the application to the ABC Board on **March 7, 2017**, and was available to answer any questions posed by the Board;

NOW, THEREFORE BE IT RESOLVED by the Township Council sitting as the ABC Board for the Township of West Orange, hereby approves the person to person transfer of Plenary Retail Distribution, License No. 0722-44-056-008, 261 Main Street, West Orange, NJ, 07052.

KAREN J. CARNEVALE, RMC
ABC BOARD SECRETARY

JOE KRAKOVIAK
COUNCIL PRESIDENT/ABC BOARDMEMBER

Adopted: **March 7, 2017**