

1. Conference Meeting Agenda

Documents:

[CA 3.13.18.PDF](#)

2. Public Meeting Agenda

Documents:

[PM3.13.18.PDF](#)

3. Resolution(S)

3.I. 86-18

Documents:

[86-18 AUTHORIZING SERVICE AGREEMENT FOR GOOSE CONTROL TECHNOLOGY - 2018.PDF](#)

[86-18 EXHIBIT - GOOSE CONTROL TECHNOLOGY - 2018.PDF](#)

3.II. 87-18

Documents:

[87-18 AUTHORIZING RETENTION OF MATRIX TO CONDUCT INVESTIGATION FOR AREAS OF CONCERN FOR DEGNAN PARK AND LAFFAYETTE PARK.PDF](#)

[87-18 EXHIBITS - RETENTION OF MATRIX TO CONDUCT INVESTIGATION OF AREAS OF CONCERN AT DEGNAN PARK AND LAFAYETTE PARK.PDF](#)

3.III. 88-18

Documents:

[88-18 TAX COURT RESOLUTION 3.13.18.PDF](#)

[88-18 ATTACHMENT.PDF](#)

3.IV. 89-18

Documents:

[89-18 DGP URBAN RENEWAL BOND REDUCTION.PDF](#)

[89-18 ATTACHMENT.PDF](#)

3.V. 90-18

Documents:

[90-18 AUTHORIZING SUBORDINATION OF MORTGAGE-89 WATCHUNG AVENUE.PDF](#)

[90-18 ATTACHMENT - 89 WATCHUNG AVENUE-MORTGAGE SUBORDINATION APPLICATION DOCS.PDF](#)

3.VI. 91-18 Pulled

4. Ordinance(S) On Second And Final Reading

4.I. 2537-18

Documents:

[2537-18 STOP SIGN OVERLOOK AT LAWRENCE 2.27.18.PDF](#)

4.II. 2538-18

Documents:

[2538-18 PARKING PROHIBITED AT ALL TIME ON CERTAIN STREETS -
BROOK END DRIVE.PDF](#)

4.III. 2539-18

Documents:

[2539-18 HANDICAPPED SPACES- PVW.PDF](#)

CONFERENCE MEETING AGENDA -Amended
Council Chambers – 66 Main Street, West Orange, NJ

Tuesday, March 13, 2018

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 October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

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

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6:30 P.M

- **West Orange Township Council Recognition of Albert Guadagno on the Occasion of his 100th Birthday**
- **Downtown West Orange Alliance – Presentation of Design Guidelines and Presentation of Grant Award to Fitzgerald & Crouch Law Firm**
- **Update – Redevelopment**
- **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 13, 2018***

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 October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

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,
Councilman Krakoviak, Council President McCartney (Mayor Parisi)**

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting and Executive Session
February 27, 2018**
- 5. *Report of Township Officers – Municipal Court-February 2018**
- 6. *Reading of Petitions and Communications and Bids - None**
- 6. *Bills**
- 7. *Resolutions**
 - a. 86-18 Resolution authorizing the Township to Execute a Service Agreement with Goose Control Technology to Perform Services Related to Population Control of Canadian Geese at all Township Parks and Properties for the Year 2018 (Legal-Moon)
 - b. 87-18 Resolution Authorizing the Township to Retain Matrix New World to Perform Site Investigations at Degnan Park and Lafayette Park of Areas of Concern Identified in Preliminary Assessment Reports Performed as Part of the Township's Multi-Park Development Project (Legal-Moon)
 - c. 88-18 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Gagliardo)
 - d. 89-18 Resolution Authorizing the Performance Bond Posted by DGP Urban Renewal, LLC Redevelopers of the Edison Lofts, 177 Main Street, West Orange, NJ 07052, Block 66, Lot 1 in the Amount of \$1,683,337.20 to Guarantee the Installation of Certain Site Improvements, be Reduced by \$1,007,034.00, which Reflects the Value of Improvements Made to Date, to \$676,303.20 (Lepore)

- e. 90-18 Resolution Authorizing the Subordination of the Township's Mortgage on the Property at 89 Watchung Avenue from the Township's Housing Rehabilitation Program to Allow the Property Owners to Refinance Their Mortgage (Planning)
- f. **PULLED 91-18 Resolution Authorizing an Executive Session for the Purpose of Discussing with Township Council a Matter of Potential Litigation- Affordable Housing Issues (Legal-Trenk)**

8. Ordinances on Second and Final Reading

- a. 2537-18 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-20, Stop Intersections of the Revised General Ordinances of the Township of West Orange – Overlook Avenue and Lawrence Avenue (Lepore)
- b. **HELDOVER** 2538-18 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-13, Parking Prohibited at All Times on Certain Streets, of the Revised General Ordinances of the Township of West Orange – Brook End Drive (Lepore) – **Second and Final Reading March 27, 2018**
- c. 2539-18 An Ordinance Amending and Supplementing Chapter 7, Traffic Subsection 7-32.1, Handicapped Parking on the Streets, of the Revised General Ordinances of the Township of West Orange – Pleasant Valley Way (Lepore)

9. Ordinances on First Reading-None

10. Pending Matters/New Matters/Council Discussion

11. ABC Hearing-None

12. 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, the Township of West Orange (the "Township") currently has a contract with G-Tech, which entity is now known as Goose Control Technology of NJ Inc. ("Goose Control Technology"), for the control of nuisance-related Canada geese and related health issues at Degnan Park, Stagg Field and the Oskar Schindler Performing Arts Center (the "Sites"), and

WHEREAS, Goose Control Technology has been providing these services to the Township for fifteen (15) years; and

WHEREAS, the Township desires to retain Goose Control Technology for the year 2018 to provide goose egg treatment at the three (3) Sites for \$2,500, and to coordinate a volunteer nest site identification program for a flat rate of \$500, if enacted, for a total contract amount not to exceed \$3,000, as set forth in the Service Agreement annexed hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the Township Engineer and the Health Officer reports that Goose Control Technology has performed in a satisfactory manner in the past; and

WHEREAS, the contract price set forth in the Agreement falls below the bid threshold, the award of the Agreement is exempt from the requirements of the Local Public Contracts Law.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the annexed agreement with Goose Control Technology for a term of one (1) year during 2018 and at a rate of \$3,000 for the services as described herein and in the annexed agreement.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: March 13, 2018

I hereby certify funds available from 01-2010-00-7101-200

John O. Gross, Chief Financial Officer

Exhibit “A”

GOOSE CONTROL TECHNOLOGY
A Division of Animal Damage Control Systems Inc.

SERVICE AGREEMENT - CALENDER YEAR 2018

THIS AGREEMENT ("Agreement") is made as of January / , 2018, between the Township of West Orange ("Client," or the "Township") whose address is 66 Main Street West Orange, NJ 07052, and Goose Control Technology ("Consultant" or "Contractor").

In consideration of the mutual covenants contained in this agreement, Client and Contractor agree as follows:

1. **Services.** Consultant agrees to provide Client with the services necessary to legally abate and control nuisance-related Canada geese problems at all Township park properties (the "Properties"). Contractor agrees to perform such services under the terms and conditions set forth in this contract.
2. **Compliance with Law.** Consultant shall be responsible for obtaining a permit, on behalf of the Client, from the United States Fish and Wildlife Service ("USFWS"), or any other state or local permitting authority, if required. Said permit(s) shall authorize the Client as the permit holder, to engage in the lawful control, management and/or removal of Canada geese located on the Properties. Upon the issuance of the permit(s), Client shall be solely responsible for the permit(s) and shall keep same on the premises at all times. Contractor will provide all relevant records and information necessary for Client to maintain the permit(s) and ensure compliance of same. Consultant's failure to obtain said permit(s) on behalf of the Client for reasons beyond the control of the Consultant shall not be deemed a breach of the terms and conditions of this Contract, but this Agreement shall terminate and Consultant shall promptly return any fee received.
3. **Duties.** Contractor agrees to perform any and all services, pursuant to the terms of the permit(s) and all applicable federal, state and local regulatory guidelines, necessary to reduce and or eliminate the Canada geese population from the subject Properties. These services may include harvest management programs, habit management programs, hazing/harassment programs, nest treatment and, if deemed appropriate, removal and lawful disposal of Canada geese. Contractor shall provide all equipment, materials and personnel necessary to facilitate any and all of these services. Upon Consultant's on-site evaluation, the parties agree that the specific services to be provided in this Contract are as follows:

Egg treatment @ 3 sites (eggs to be oiled) \$2,500

Permit facilitation/record keeping – no fee

Volunteer Management for nest identification - \$500

4. **Term.** The duration of this Agreement shall be for one year commencing on the date of execution, or as the parties to this Agreement shall otherwise agree.

5. **Compensation.** As compensation for the services performed under this Agreement, the Client shall pay Contractor the total sum of \$2,500.00 for permit processing and egg treatment, and volunteer management (the "Fee"). Fifty percent (50%) of the Fee shall be paid upon the execution of this Agreement and the balance upon completion of services along with volunteer management cost, if applicable.

6. **Access and Security.** Client agrees that Consultant shall have reasonable access to the Properties for the purpose of performing such services as described herein. Client agrees to provide the security necessary to enable Contractor to perform its services and shall take all reasonable steps to prevent any interference by third parties in the abatement program. In the event that the Contractor cannot perform its services as a result of third party interference and through no fault of either party, Contractor shall be entitled to payment of one-half of the total sum of compensation due under the contract as provided in paragraph 5 of this Agreement.

7. **Force Majeure.** Except as otherwise provided in this Agreement, neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes, or other industrial disturbances, accidents, war, acts of God or other causes beyond the reasonable control of the parties, including changes in the law concerning Canada geese control and abatement activities.

8. **Warranties and Representations.** Contractor agrees to provide conscientious, competent and diligent services and will take all reasonable and lawful steps to effectively abate the nuisance-causing geese. However, Contractor does not and cannot warrant any result or final outcome for the services that it performs herein.

9. **Relationship of Parties.** The parties intend that Contractor, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with the Client. Contractor is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Client may provide for its employees.

10. **Liability.** Contractor shall take all precautions necessary for the safety of and prevention of damage to property on the Properties and for the safety of and prevention of injury to persons, including Client's employees, Contractor's employees and third persons, on the Properties. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to Client.

Consultant shall name the Client as an additional insured on any insurance policies in place. Consultant also agrees to release, indemnify and hold harmless the Client from any losses for bodily injury and/or property damage, including attorneys fees and expenses, arising out of or in any manner resulting from the services to be performed by the Consultant.

Goose Control Technology

Dated: 10/19, 2018.


BY: S.J. Toth, Jr.
Principal Operating Officer

Township of West Orange

Karen Carnevale, Township Clerk

BY: Mayor Robert D. Parisi

Dated: _____, 2018

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") received approval for a Green Acres matching grant of \$45,525 and a Green Acres loan of \$136,575 for the Township's Multi Park Development Project through the State of New Jersey Department of Environmental Protection's Green Acres program; and

WHEREAS, on September 5, 2017, the Township adopted Resolution No. 198-17 authorizing the retention of Matrix New World at 26 Columbia Turnpike in Florham Park, New Jersey ("Matrix") to prepare the Preliminary Assessment Reports for the projects for Degnan Park and Lafayette Park; and

WHEREAS, on the Preliminary Assessment Reports identified environmental areas of concern in both Degnan Park and Lafayette Park; and

WHEREAS, the Township desires to retain Matrix to perform site investigation as to the areas of concern in Degnan Park and Lafayette Park; and

WHEREAS, Matrix has provided a proposal for the Site Investigation of Degnan Park for a cost not to exceed \$20,000, annexed hereto as Exhibit "A;" and

WHEREAS, Matrix has also a proposal for the Site Investigation of Lafayette Park for a cost not to exceed \$11,900, annexed hereto as Exhibit "B;" and

WHEREAS, the price of the proposals falls below the bid threshold thereby exempting the services from the requirements of the Local Public Contracts Law; and

WHEREAS, the terms set forth in Matrix's Proposals are agreeable to the Township.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to retain Matrix to conduct the Site Investigations at Degnan Park and Lafayette Park consistent with the proposals annexed hereto as Exhibit "A" and Exhibit "B;" and be it further

RESOLVED, that Mayor is authorized to execute all necessary agreements or documents to retain Matrix consistent with the proposals annexed hereto as Exhibit “**A**” and Exhibit “**B**,” and be it further

RESOLVED, that the Municipal Clerk be and is hereby 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 in accordance with applicable law.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: March 13, 2018

I hereby certify funds available from: _____

John O. Gross, Chief Financial Officer

Exhibit “A”

Via Email (LLepore@westorange.org)

February 14, 2018
Revised February 21, 2018

Mr. Leonard R. Lepore, P.E., Municipal Engineer
Township of West Orange - Director of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES
TOWNSHIP OF WEST ORANGE MULTI PARK DEVELOPMENT
DEGNAN PARK
ALISA DRIVE
BLOCK 154.19, LOT 6
WEST ORANGE, NEW JERSEY
NJDEP's PROJECT NO. 0722-17-035
MATRIX NO. P17-707**

Dear Mr. Lepore:

As requested, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to perform environmental services for the above-referenced Site. The proposed work encompasses general professional environmental services in support of the Township of West Orange's Green Acres Program requirements administered by the New Jersey Department of Environmental Protection (NJDEP). In addition, the proposed work will be completed in accordance with the Site Remediation Reform Act (SRRRA), N.J.S.A 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, and the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E.

Matrix prepared a Preliminary Assessment Report (PAR) for the above-referenced Site on October 20, 2017. The PAR identified a total of thirteen Areas of Concern (AOCs). No further investigation was proposed for eight AOCs. Further investigation was proposed for the following five AOCs:

- AOC-7 (Mapped Historic Fill);
- AOC-10 (Former Agricultural Use);
- AOC-11 (NJDEP Case #94-4-25-1405-06);
- AOC-12 (NJDEP Case #94-7-28-1400-22); and
- AOC-13 (Potential Heating Source of Former On-Site Structure).

Based on NJDEP's November 27, 2017 and February 5, 2018 letters, the *Preliminary Assessment Report (PAR)* was reviewed and each recommendation was supported by NJDEP's Green Acres Program. Therefore, the scope of work for this proposal includes site investigation activities and associated reporting for the five AOCs listed above.

SCOPE OF WORK

The scope of services and associated fee is described in detail below:

Task 1: Soil Site Investigation and Geophysical Investigation

Matrix will perform a Site Investigation (SI) at the Site consisting of both a geophysical survey and the advancement of soil borings. A geophysical survey will be completed using ground penetrating radar (GPR) and other associated

technologies to evaluate the Site for past usage. Specifically, the geophysical survey is to document whether any wells, septic systems, or underground storage tanks (USTs) were ever associated with the structure formerly identified in the northwest corner of the property (AOC-13). In addition, the GPR survey will also be used to clear proposed boring locations for proposed soil boring locations. A direct-push drill rig will be utilized to collect soil cores. Six soil borings will be completed within AOC-7, mapped historic fill material (HFM). In accordance with NJDEP's April 2013 *Historic Fill Material Technical Guidance* document and based on an approximate HFM area of 2.95 acres, a total of six soil samples will be submitted for analysis. All six soil samples will be submitted for target compound list polycyclic aromatic hydrocarbons (TCL PAHs) and target analyte list (TAL) metals. Two soil samples (25% of the total samples collected) will be submitted for full TCL/TAL with forward library search (TCL/TAL+30) and Extractable Petroleum Hydrocarbon Category 2 (EPH Cat 2) non-fractionated analysis (with contingent fractionation). In addition, to investigate for former agricultural use at the Site, four borings will be completed, and four soil samples will be collected to evaluate for potential impacts from historic pesticide use. These will be collected and submitted for arsenic, lead, and TCL pesticides pursuant to NJDEP's August 2016 *Historically Applied Pesticide Site Guidance* document. To investigate the two NJDEP incident numbers (AOC-12 and AOC-13), one sediment and one surface water sample will be collected at the inflow area for an unknown petroleum hydrocarbon discharge. The sediment samples will be analyzed for EPH, Cat 2, and VOCs, SVOCs PCBs, TAL metals, total organic carbon, and grain size, if EPH is detected. The surface water sample will be analyzed for VOCs+15, SVOCs+20, TAL metals including hardness. All samples will be analyzed on standard turnaround time, except for the HFM samples, which will be analyzed for PAHs and TAL metals on a one-week turnaround.

Task 2: Site Investigation Report

Following the completion of the geophysical survey and receipt of laboratory analytical results, Matrix will prepare a *Site Investigation Report* (SIR) in accordance with the *TRSR*. This task includes labor associated with the preparation of the report including findings and conclusions of the investigation, preparation of data tables and figures. Matrix will also prepare the NJDEP's electronic data deliverables.

COSTS

The following are our estimated costs for the tasks described herein to further the remedial investigation of the property. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1: Soil Site Investigation and Geophysical Investigation

Labor	\$ 1,500.00
Direct Expenses (driller, geophysical survey, laboratory)	<u>\$ 10,500.00</u>
Subtotal Task 1	\$ 12,200.00

Task 2: Site Investigation Report

Labor	<u>\$ 7,800.00</u>
Subtotal Task 2	\$ 7,800.00

Total Costs Not to Exceed\$20,000.00

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- Costs assume that all areas are accessible for investigation;
- No additional assessment, investigation or remediation activities are included;
- Costs do not include future investigations or remediation;
- Costs assume that the sediment and surface water samples can be collected in an accessible area in the vicinity of the inlet to Lake Vincent;
- Costs exclude a groundwater investigation;
- Costs do not include any additional NJDEP notification or reporting fees, if applicable; and
- All external costs will be charged at cost plus 15%.

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services.

This proposal is submitted solely and exclusively for the use of Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,



Rose V. DeLorenzo, CHMM, LSRP
Senior Project Manager



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

Authorization to Proceed: _____
Name/Title

Date: _____

**ATTACHMENT 1
TERMS AND CONDITIONS**

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

Section 1: SERVICES

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

Section 2: COMPENSATION

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

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

Section 3: CLIENT'S OBLIGATIONS

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

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

Section 4: INVOICE PROCEDURE AND PAYMENT

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

Section 5: OWNERSHIP OF DOCUMENTS

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

Section 6: CONFIDENTIALITY

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

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

Section 7: BURIED UTILITIES

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

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

Section 9: STANDARD OF CARE

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

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

Section 10: INDEPENDENT CONTRACTOR

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

Section 11: JOBSITE HEALTH AND SAFETY

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

Section 12: INSURANCE

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

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

Section 13: INDEMNITY

A. Matrix

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

B. CLIENT

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

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

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

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

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

Section 17: THIRD PARTY EXCLUSION

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

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW

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

Exhibit “B”

Via Email (LLepore@westorange.org)

February 5, 2018
Revised February 22, 2018

Leonard R. Lepore, P.E., Municipal Engineer
Township of West Orange - Director of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES
TOWNSHIP OF WEST ORANGE MULTI PARK DEVELOPMENT
LAFAYETTE PARK
BLOCK 61, LOT 27
PARK AVENUE AND MAIN STREET
WEST ORANGE, NEW JERSEY
NJDEP's PROJECT NO. 0722-17-035
MATRIX NO. P17-707**

Dear Mr. Lepore:

As requested, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to perform environmental services for the above-referenced Site. The proposed work encompasses general professional environmental services in support of the Township of West Orange's Green Acres Program requirements administered by the New Jersey Department of Environmental Protection (NJDEP). In addition, the proposed work will be completed in accordance with the Site Remediation Reform Act (SRRA), N.J.S.A 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, and the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E.

Matrix prepared a *Preliminary Assessment Report* (PAR) for the above-referenced Site on October 20, 2017. The PAR identified a total of nine (9) Areas of Concern (AOCs); no further investigation was proposed for seven AOCs. Further investigation was proposed for AOC-6 (Non-Indigenous Fill) and AOC-8 (Potential Heating Source of Former On-Site Structures). Based on NJDEP's November 2, 2017 letter, the PAR was reviewed, and each recommendation was supported by NJDEP's Green Acres Program. Therefore, the scope of work for this proposal includes site investigation activities and associated reporting to further investigate AOC-6 and AOC-8.

SCOPE OF WORK

The scope of services and associated fee is described in detail below:

Task 1: Soil Site Investigation and Geophysical Investigation

Matrix will perform a Site Investigation (SI) at the Site consisting of both a geophysical survey and the advancement of soil borings. A geophysical survey will be completed using ground penetrating radar (GPR) and other associated technologies to evaluate the Site for past usage. Specifically, the geophysical survey is to document whether any wells, septic systems, or underground storage tanks (USTs) or other potentially historical or buried anomalies were ever associated with structures on the property. A direct-push drill rig will be utilized to collect soil cores. Soils will be logged, and the extent of non-indigenous fill material determined. Soil samples will be collected from within the non-indigenous fill material only and analyzed pursuant to NJDEP's April 2013 *Historic Fill Material Technical Guidance* document. Based on an approximate Site area of 1.7 acres, a total of four soil samples will be submitted for analysis. Three soil samples will be submitted for target compound list polynuclear aromatic hydrocarbons (TCL PAHs) and target analyte list (TAL) metals. One soil sample (25% of the total samples collected) will be submitted for

full TCL/TAL with forward library search as well as NJDEP Extractable Petroleum Hydrocarbon Category 2 (EPH Cat 2) non-fractionated analysis (with contingent fractionation).

Task 2: Site Investigation Report

Following the completion of the geophysical survey and receipt of laboratory analytical results, Matrix will prepare a Site Investigation Report (SIR) in accordance with the TRSR. This task includes labor associated with the preparation of the report including findings and conclusions of the investigation, preparation of data tables and figures. Matrix will also prepare the NJDEP's electronic data deliverables.

COSTS

The following are our estimated costs for the tasks described herein to further the remedial investigation of the property. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1: Soil Site Investigation and Geophysical Investigation

Labor	\$ 1,500.00
Direct Expenses (driller, geophysical survey, laboratory)	\$ 5,700.00
Subtotal Task 1	\$ 7,200.00

Task 2: Site Investigation Report

Labor (including expenses)	\$ 4,700.00
Subtotal Task 2	\$ 4,700.00

Total Costs Not to Exceed **\$11,900.00**

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- Costs assume that all areas are accessible for investigation, including gates to the ballfield and playground opened;
- No additional assessment, investigation or remediation activities are included;
- Costs do not include future investigations or remediation;
- Costs exclude a groundwater investigation;
- Costs do not include any additional NJDEP notification or reporting fees, if applicable; and
- All external costs will be charged at cost plus 15%.

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services.

This proposal is submitted solely and exclusively for the use of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,



Rose V. DeLorenzo, CHMM, LSRP
Senior Project Manager



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

Authorization to Proceed: _____
Name/Title

Date: _____

**ATTACHMENT 1
TERMS AND CONDITIONS**

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

Section 1: SERVICES

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

Section 2: COMPENSATION

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

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

Section 3: CLIENT'S OBLIGATIONS

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

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

Section 4: INVOICE PROCEDURE AND PAYMENT

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

Section 5: OWNERSHIP OF DOCUMENTS

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

Section 6: CONFIDENTIALITY

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

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

Section 7: BURIED UTILITIES

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

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

Section 9: STANDARD OF CARE

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

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

Section 10: INDEPENDENT CONTRACTOR

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

Section 11: JOBSITE HEALTH AND SAFETY

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

Section 12: INSURANCE

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

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

Section 13: INDEMNITY

A. Matrix

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

B. CLIENT

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

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

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

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

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

Section 17: THIRD PARTY EXCLUSION

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

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW

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

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE PAYMENT
TO THE LISTED TAXPAYER PURSUANT TO FINAL JUDGMENT
BY THE TAX COURT OF NEW JERSEY

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years stated;

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid or applied to the said taxpayers the sums in full and final satisfaction to tax rebates due:

LIST ATTACHED

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

Susan McCartney, Council President

Adopted: March 13, 2018

I hereby certify funds are available from: _____
Account No./Amount

John Gross- Township Chief Financial Officer

CORRECTION

2018
TAX COURT JUDGMENT 88 -18

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT
2017	1/10/2018	152.07	5.04		1100000	1075000	25000	0.03986	\$996.50

RESOLUTION

WHEREAS, DGP Urban Renewal, LLC, is the redeveloper of the Edison Lofts, 177 Main Street, West Orange, NJ 07052, Block 66, Lot 1, commonly known as the Edison Battery Building; and

WHEREAS, DGP Urban Renewal, LLC posted a performance bond with the Township of West Orange in the amount of \$1,683,337.20 to guarantee the completion of certain site improvements as required by their Redeveloper's Agreement with the Township and which is permitted by the Municipal Land Use Law (MLUL), N.J.S.A. 40:55D-53a.(1); and

WHEREAS, in accordance with the MLUL, N.J.S.A. 40:55D-53d.(1), DGP Urban Renewal, LLC requested a reduction in their performance bond to reflect site improvement items completed to date; and

WHEREAS, the Township's consultant who provides site inspection services, Bowman Consulting Group, Ltd., reviewed the performance bond reduction request of DGP Urban Renewal, LLC; and

WHEREAS, by letter dated December 30, 2017, Eric L. Keller, P.E., Vice President, Bowman Consulting Group, recommends a reduction in the performance bond from \$1,683,337.20 to \$676,303.20 which represents the completion of site improvements valued at \$1,007,034.00; and

WHEREAS, the Municipal Engineer reviewed the letter report of Eric L. Keller, P.E. and concurs with its findings and recommendations to reduce the performance bond posted by DGP Urban Renewal, LLC from \$1,683,337.20 to \$676,303.20; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange, that the performance bond posted by DGP Urban Renewal, LLC redevelopers of the Edison Lofts, 177 Main Street, West Orange, NJ 07052, Block 66, Lot 1 in the amount of \$1,683,337.20 to guarantee the

installation of certain site improvements, be reduced by \$1,007,034.00, which reflect the value of improvements made to date, to \$676,303.20.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be sent to DGP Urban Renewal, LLC, c/o Stephen Torell, Prism Capital Partners, LLC, 200 Broadacres Drive, Suite 180, Bloomfield, NJ 07003.

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

Susan McCartney, Council President

Adopted: March 13, 2018

VIA EMAIL

December 30, 2017

Mr. Leonard Lepore, Township Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

**RE: Prism Redevelopment
Edison Battery Factory
Bond Reduction Request #1
BCG File No. 080376-WO-048**

Dear Mr. Lepore:

We have reviewed the request from Prism to reduce the performance bond that was submitted at the outset of construction. Based upon our review of the work completed, including our most recent observations of construction activities on Thursday, December 28, 2017, we have prepared the attached bond reduction estimate. The original bond estimate (including the 20% permitted by the MLUL) as for \$1,683,337.20, which based upon the work completed to date, can be reduced to \$676,303.20. This represents a reduction of 59.8 percent.

Should you have any questions, please do not hesitate to contact our office.

Very truly yours,



Eric L. Keller, P.E., P.P., LEED AP
Vice President

ekeller@bowmanconsulting.com

STANLEY T. OMLAND, PE, PP, LEED AP
ERIC L. KELLER, PE, PP, LEED AP
WILLIAM H. HAMILTON, PP, AICP, LLA, LEED AP
GEOFFREY R. LANZA, PE, PP, LEED AP, CFM
SEAN A. DELANY, PE, PP
JAMES GIURINTANO, PE, PP, CME
MARTIN F. TIRELLA, PLS
THEODORE D. CASSERA, PE, PP
KEVIN P. BOLLINGER, PLS
WAYNE A. CORSEY, PE, PP
ANTHONY J. DILODOVICO, MS
DAVID B. DIXON, PLS, PP
ANTHONY FACCHINO, PE, PP, PLS
R. MICHAEL MCKENNA, PE, PP
JARYD MORAN, LLA
MARC L. OLMEDA, PLS
MICHAEL J. ROTH, PE
JAMES M. WARD, PE
PAUL J. WINTERS, PE, CME
JAMES R. WOODS, PE

PROPOSED CONSTRUCTION COST ESTIMATE
PRISM GREEN URBAN RENEWAL ASSOCIATES IV, LLC
TOWNSHIP OF WEST ORANGE
DATE: DECEMBER 28, 2017
APPLICATION NUMBER: PB-12-09

BASED ON SITE PLANS REVISED THROUGH 11/17/15 PREPARED BY LANGAN ENGINEERING & ENVIRONMENTAL SERVICES

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM TOTAL	CO
1	SITE PREPARATION	LS	1	\$ 25,000.00	\$ 25,000.00	
2	SOIL EROSION	LS	1	\$ 30,000.00	\$ 30,000.00	
3	INLETS, NYLOPLAST	EA.	12	\$ 2,500.00	\$ 30,000.00	
4	INLETS, CONCRETE	EA.	2	\$ 3,000.00	\$ 6,000.00	
5	INLETS, RETROFIT EXISTING	EA.	2	\$ 1,250.00	\$ 2,500.00	
6	MANHOLES, STORM	EA.	7	\$ 4,000.00	\$ 28,000.00	
7	OUTLET CONTROL STRUCTURE	EA.	1	\$ 8,000.00	\$ 8,000.00	
8	8" HDPE	LF	233	\$ 40.00	\$ 9,320.00	
9	10" HDPE	LF	37	\$ 45.00	\$ 1,665.00	
10	12" HDPE	LF	1596	\$ 45.00	\$ 71,820.00	
11	15" RCP	LF	44	\$ 55.00	\$ 2,420.00	
12	15" DIP (STORM)	LF	230	\$ 65.00	\$ 14,950.00	
13	18" RCP	LF	18	\$ 75.00	\$ 1,350.00	
14	24" RCP	LF	25	\$ 80.00	\$ 2,000.00	
15	42" HDPE	LF	1005	\$ 100.00	\$ 100,500.00	
16	HDPE RISERS (DETENTION SYSTEM)	EA.	3	\$ 2,500.00	\$ 7,500.00	
17	TRENCH DRAIN	LF	43	\$ 50.00	\$ 2,150.00	
18	CONNECTION TO EXISTING SYSTEM (STORM)	EA.	5	\$ 1,500.00	\$ 7,500.00	
19	4" PVC (SANITARY)	LF	17	\$ 30.00	\$ 510.00	
20	6" PVC (SANITARY)	LF	60	\$ 35.00	\$ 2,100.00	
21	8" PVC (SANITARY)	LF	1433	\$ 40.00	\$ 57,320.00	
22	10" PVC (SANITARY)	LF	397	\$ 55.00	\$ 21,835.00	
23	12" PVC (SANITARY)	LF	865	\$ 70.00	\$ 60,550.00	
24	MANHOLES, SANITARY	EA.	21	\$ 4,000.00	\$ 84,000.00	
25	CONNECTION TO EXISTING SYSTEM (SANITARY)	EA.	1	\$ 1,500.00	\$ 1,500.00	
26	HYDRANT ASSEMBLY	EA.	4	\$ 5,000.00	\$ 20,000.00	
27	4" DIP	LF	17	\$ 35.00	\$ 595.00	
28	6" DIP	LF	34	\$ 60.00	\$ 2,040.00	
29	8" DIP	LF	34	\$ 80.00	\$ 2,720.00	
30	CONNECTION TO EXISTING SYSTEM (WATER)	EA.	4	\$ 3,000.00	\$ 12,000.00	
31	ADA CURB RAMPS	EA.	10	\$ 2,500.00	\$ 25,000.00	
32	CONCRETE PAVER SIDEWALK	SF	26111	\$ 12.00	\$ 313,332.00	
33	CONCRETE SIDEWALK, COURTYARD	SF	14605	\$ 8.00	\$ 116,840.00	
34	CURBING	LF	3762	\$ 22.00	\$ 82,764.00	
35	TRAFFIC SIGNS	EA.	5	\$ 150.00	\$ 750.00	
36	STREETSCAPE/PEDESTRIAN AMENITIES	LS	1	\$ 7,500.00	\$ 7,500.00	
37	FENCING/GATES	LS	1	\$ 12,000.00	\$ 12,000.00	
38	STRIPING	LS	1	\$ 10,000.00	\$ 10,000.00	
39	SITE LIGHTING, FREESTANDING	LS	1	\$ 60,000.00	\$ 60,000.00	
40	PLANTERS/WATER FEATURES	LS	1	\$ 30,000.00	\$ 30,000.00	
41	STRUCTURAL CONTROLLED/PLANT FILL	CY	325	\$ 65.00	\$ 21,125.00	
42	HARDSCAPE	LS	1	\$ 10,000.00	\$ 10,000.00	
43	DECIDUOUS TREES (STREETSCAPE)	EA.	62	\$ 450.00	\$ 27,900.00	
44	EVERGREEN TREES (STREETSCAPE)	EA.	21	\$ 350.00	\$ 7,350.00	
45	SHRUBBERY (STREETSCAPE)	EA.	195	\$ 35.00	\$ 6,825.00	
46	PERENNIALS (STREETSCAPE)	EA.	326	\$ 10.00	\$ 3,260.00	
47	GROUND COVER (STREETSCAPE)	EA.	530	\$ 2.50	\$ 1,325.00	
48	DECIDUOUS TREES (COURTYARD)	EA.	28	\$ 450.00	\$ 12,600.00	
49	EVERGREEN TREES (COURTYARD)	EA.	42	\$ 350.00	\$ 14,700.00	
50	SHRUBBERY (COURTYARD)	EA.	217	\$ 35.00	\$ 7,595.00	
51	PERENNIALS (COURTYARD)	EA.	1607	\$ 10.00	\$ 16,070.00	
52	GROUND COVER (COURTYARD)	EA.	1745	\$ 2.50	\$ 4,362.50	

Total \$ 1,402,781.00

120% PER M.L.U.L.=	\$ 1,683,337.20
PERFORMANCE GUARANTEES PER MLUL	
90% SURETY=	\$ 1,515,003.48
10% CASH=	\$ 168,333.72
5% ENGINEERING INSPECTION FEE=	\$ 84,166.86

Eric L. Keller, P.E., P.P.
Township Consulting Engineer



200 Broadacres Drive
Bloomfield, NJ 07003
Telephone: 973-562-9580
Fax: 973-562-9586

Transmittal

October 5, 2017

TO: Township of West Orange
25 Lakeside Ave.
West Orange, NJ 07052

ATTN: Leonard Lepore

VIA: UPS Ground

RE: West Orange Redevelopment

We are sending you the following as indicated:

Plans	Specifications	x Letters
Shop Drawings	Prints	Contract
Change Order	Submittal	Sample
Quantities	Schedule	

Copies	Description
1	letter

These are transmitted as indicated below:

☒ For your Use	Approved
For Approval	Approved As Noted: Resubmission Not Required
As Requested	Approved As Noted: Resubmit
For Review & Comment	Not Approved
For Signature	Reviewed – See Comments

REMARKS:

Very Truly Yours,
PRISM CONSTRUCTION MANAGEMENT, LLC

Stephen Torell
Senior Project Manager
Stephen.Torell@prismpartners.net

Copy: file



DGP Urban Renewal, LLC

October 5, 2017

Ms. Karen J. Carnevale, RMC
Municipal Clerk .
Township of West Orange
66 Main Street
West Orange, NJ 07052

West Orange, NJ 07601

Re: **DGP Urban Renewal Associates, ("Obligor")**
Site Work Letter of Credit
Edison Lofts

Dear Ms. Carnevale:

In accordance with the MLUL (Municipal Land Use Law) 40:55D-53, Obligor hereby requests that the Township Engineer inspect the work related to the site improvements associated with 177 Main Street, West Orange, NJ (aka, Edison Lofts) and appended to the performance guarantee pursuant to subsection a. of 40:55D-53, a list of all uncompleted or unsatisfactory completed improvements.

Further in accordance with the requirements of the MLUL, we are requesting that the Municipal Engineer inspect all improvements covered by obligor's request and file a detailed list and report, in writing, with the governing body, and simultaneously sending a copy thereof to the obligor not later than 45 days after receipt of the obligor's request.

The report prepared by the municipal engineer shall identify each improvement determined to be complete and satisfactory **together with a recommendation as to the amount of reduction to be made in the performance guarantee** relating to the completed and satisfactory improvement, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of 40:55D-53.

Obligor has provided hereto an itemized list of improvements that it believes to be completed in accordance with the itemized cost prepared by the municipal engineer and appended to the performance guarantee. Obligor requests that at this time the performance guarantee be reduced in the amount of \$871,218.

Sincerely,

Stephen Torell

cc: Eugene R Diaz
Edwin H Cohen
Len LePore - West Orange Township Municipal Engineer



Real Estate Investing...Outside The Box

PROPOSED CONSTRUCTION COST ESTIMATE
PRISM GREEN URBAN RENEWAL ASSOCIATES IV, LLC
TOWNSHIP OF WEST ORANGE
DATE: FEBRUARY 25, 2016
APPLICATION NUMBER: PB-12-09

BASED ON SITE PLANS REVISED THROUGH 11/17/15 PREPARED BY LANGAN ENGINEERING & ENVIRONMENTAL SERVICES

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM TOTAL	
1	SITE PREPARATION	LS	1	\$ 25,000.00	\$ 25,000.00	70 Complete
2	SOIL EROSION	LS	1	\$ 30,000.00	\$ 30,000.00	100
3	INLETS, NYLOPLAST	EA.	12	\$ 2,500.00	\$ 30,000.00	100
4	INLETS, CONCRETE	EA.	2	\$ 3,000.00	\$ 6,000.00	100
5	INLETS, RETROFIT EXISTING	EA.	2	\$ 1,250.00	\$ 2,500.00	100
6	MANHOLES, STORM	EA.	7	\$ 4,000.00	\$ 28,000.00	100
7	OUTLET CONTROL STRUCTURE	EA.	1	\$ 8,000.00	\$ 8,000.00	100
8	8" HDPE	LF	233	\$ 40.00	\$ 9,320.00	100
9	10" HDPE	LF	37	\$ 45.00	\$ 1,665.00	100
10	12" HDPE	LF	1596	\$ 45.00	\$ 71,820.00	100
11	15" RCP	LF	44	\$ 55.00	\$ 2,420.00	100
12	15" DIP (STORM)	LF	230	\$ 65.00	\$ 14,950.00	100
13	18" RCP	LF	18	\$ 75.00	\$ 1,350.00	100
14	24" RCP	LF	25	\$ 80.00	\$ 2,000.00	100
15	42" HDPE	LF	1005	\$ 100.00	\$ 100,500.00	100
16	HDPE RISERS (DETENTION SYSTEM)	EA.	3	\$ 2,500.00	\$ 7,500.00	100
17	TRENCH DRAIN	LF	43	\$ 50.00	\$ 2,150.00	—
18	CONNECTION TO EXISTING SYSTEM (STORM)	EA.	5	\$ 1,500.00	\$ 7,500.00	100
19	4" PVC (SANITARY)	LF	17	\$ 30.00	\$ 510.00	100
20	6" PVC (SANITARY)	LF	60	\$ 35.00	\$ 2,100.00	100
21	8" PVC (SANITARY)	LF	1433	\$ 40.00	\$ 57,320.00	—
22	10" PVC (SANITARY)	LF	397	\$ 55.00	\$ 21,835.00	—
23	12" PVC (SANITARY)	LF	865	\$ 70.00	\$ 60,550.00	100
24	MANHOLES, SANITARY	EA.	21	\$ 4,000.00	\$ 84,000.00	67(56,200)
25	CONNECTION TO EXISTING SYSTEM (SANITARY)	EA.	1	\$ 1,500.00	\$ 1,500.00	—
26	HYDRANT ASSEMBLY	EA.	4	\$ 5,000.00	\$ 20,000.00	100
27	4" DIP	LF	17	\$ 35.00	\$ 595.00	100
28	6" DIP	LF	34	\$ 60.00	\$ 2,040.00	100
29	8" DIP	LF	34	\$ 80.00	\$ 2,720.00	100
30	CONNECTION TO EXISTING SYSTEM (WATER)	EA.	4	\$ 3,000.00	\$ 12,000.00	100
31	ADA CURB RAMPS	EA.	10	\$ 2,500.00	\$ 25,000.00	25(6250)
32	CONCRETE PAVEMENT SIDEWALK	SF	26111	\$ 12.00	\$ 313,332.00	25(78,333)
33	CONCRETE SIDEWALK, COURTYARD	SF	14605	\$ 8.00	\$ 116,840.00	90(74,407)
34	CURBING	LF	3762	\$ 22.00	\$ 82,764.00	—
35	TRAFFIC SIGNS	EA.	5	\$ 150.00	\$ 750.00	—
36	STREETSCAPE/PEDESTRIAN AMENITIES	LS	1	\$ 7,500.00	\$ 7,500.00	—
37	FENCING/GATES	LS	1	\$ 12,000.00	\$ 12,000.00	—
38	STRIPING	LS	1	\$ 10,000.00	\$ 10,000.00	—
39	SITE LIGHTING, FREESTANDING	LS	1	\$ 60,000.00	\$ 60,000.00	30(18000)
40	PLANTERS/WATER FEATURES	LS	1	\$ 30,000.00	\$ 30,000.00	75(22500)
41	STRUCTURAL CONTROLLED/PLANT FILL	CY	325	\$ 65.00	\$ 21,125.00	100
42	HARDSCAPE	LS	1	\$ 10,000.00	\$ 10,000.00	—
43	DECIDUOUS TREES (STREETSCAPE)	EA.	62	\$ 450.00	\$ 27,900.00	—
44	EVERGREEN TREES (STREETSCAPE)	EA.	21	\$ 350.00	\$ 7,350.00	—
45	SHRUBBERY (STREETSCAPE)	EA.	195	\$ 35.00	\$ 6,825.00	—
46	PERENNIALS (STREETSCAPE)	EA.	326	\$ 10.00	\$ 3,260.00	—
47	GROUND COVER (STREETSCAPE)	EA.	530	\$ 2.50	\$ 1,325.00	—
48	DECIDUOUS TREES (COURTYARD)	EA.	28	\$ 450.00	\$ 12,600.00	—
49	EVERGREEN TREES (COURTYARD)	EA.	42	\$ 350.00	\$ 14,700.00	—
50	SHRUBBERY (COURTYARD)	EA.	217	\$ 35.00	\$ 7,595.00	—
51	PERENNIALS (COURTYARD)	EA.	1607	\$ 10.00	\$ 16,070.00	—
52	GROUND COVER (COURTYARD)	EA.	1745	\$ 2.50	\$ 4,362.50	—

Total \$ 1,402,781.00

\$726,015

120% PER M.L.U.L.=

\$ 1,683,337.20

PERFORMANCE GUARANTEES PER MLUL

\$871,218

90% SURETY=

\$ 1,515,003.48

10% CASH=

\$ 168,333.72

5% ENGINEERING INSPECTION FEE=

\$ 84,166.86

Eric L. Keller

Eric L. Keller, P.E., P.P.
Township Consulting Engineer

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Nelson B. Mejia and Sandra E. Mejia (the “Owners”) residing at 89 Watchung Avenue, Block 131, Lot 14 (the “Property”), in the amount of Fifteen Thousand Dollars (\$15,000.00), which was dated January 29, 2004 and recorded in the Essex County Register’s Office on March 11, 2004 in Book 9630, Page 404 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by Wells Fargo Bank in the outstanding amount of Seventy-Seven Thousand, Seven Hundred Seventy-Three Dollars and Eighty-Two Cents (\$77,773.82) (the “First Mortgage”) at an interest rate of 5.087%; and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Quicken Loans, Inc. (“Quicken”) in the amount of One Hundred Forty-Two Thousand Dollars (\$142,000.00), and with an interest rate of 3.98% (the “New Mortgage”); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owners have requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the appraised value of the property is \$240,000; and

WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

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 a Subordination of Mortgage, annexed hereto as Exhibit “A,” in favor of Quicken with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage; 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

Susan McCartney
Council President

Adopted: March 13, 2018

4821-3400-6878, v. 1

ATTION. MARITZO VECERRA-

West Orange Housing Rehabilitation Program			
Application for WOHRP Mortgage Subordination			
Last Name Mejia	First Name Sandra	Street Address 89 Walchung Ave.	Phone # 973-866-7173

Current Appraisal of Home

Appraiser & Contact Person Bonnie Nach	Phone #	Date 01/16/2018	Current Appraised Value 240,000.00
---	---------	--------------------	---------------------------------------

Current Mortgage

Current Mortgage Holder	Contact & Phone #	Date & Initial Amount of Mortgage	Interest Rate	Years at Signing	Current Principal Balance	Current Monthly Interest and Principal Payment
Wells Fargo Bank		0/13/2003 143,750.00	5.087		77,773.82	1,579.00

Proposed Mortgage

Proposed Mortgage Holder	Contact & Phone #	Proposed Amount of Mortgage	Proposed Interest Rate	Proposed Years at Signing	Proposed Mortgage Closing Date	Proposed Monthly Interest and Principal Payment
Quicken Loans Inc., ISAOA	313-373-0025	142,000.00	3.99	20	02/15/2018	859.75

For Township Use Only			Return this application and attachments to: West Orange Dept of Planning & Devt 66 Main St., 2nd Fl West Orange, NJ 07052	
Proposed Mortgage Loan Principal as % of Current Valuation			Documents to be returned with application	
Taxes paid current	Date 3/7/18	Signed rm	1. Current Appraisal	
Township Inspection - No Code Violations <i>see attached</i>	Date 2/23/18	Signed WFO	2. Mortgage Commitment	
Township Attorney Approval	Date 1/1/18	Signed	3. Subordination documents	
Inspection Fee \$50 Paid	Date 3/1/18	Signed rm	4. Check to W. Orange Twp. for Inspection Fee	
Processing Fee \$100 Paid	Date 3/1/18	Signed rm	5. Check to W. Orange Twp. for Processing Fee	
			If proceeds of new mortgage loan are to exceed current principal balance, please attach explanation of proposed use of the proceeds.	
			For Inquiries: 973-325-4110 Page 10	

All of the information in this application and attachments is true to the best of my knowledge. I recognize that willful presentation of inaccurate or misleading information may lead to default on my West Orange Housing Rehabilitation Program Loan and possible prosecution by West Orange Township.	
Signature <i>Sandra Mejia</i>	Date 2/14/18

2018 FEB 20 AM 10:21
W.O. PLANNING AND
DEVELOPMENT DEPT.

SUBORDINATION AGREEMENT

Loan No: 3396829564

This Agreement is made this _____, 20____ by **Township of West Orange**, whose address is _____ (the "Lienholder").

WHEREAS the Lienholder is the holder of a mortgage/deed of trust/lien in the principal amount of \$15,000.00 executed by **Nelson B. Mejia and Sandra E. Mejia** (the "Borrower"), dated January 29, 2004 and recorded on March 11, 2004, in Book 9630, Page 404, in the records of Essex County ("Lienholder's Lien"), covering the property commonly known as 89 Watchung Avenue, West Orange, NJ 07052-6006 (the "Property") and legally described as:

Situated in the County of Essex, State of NJ:

(See attached Legal Description)

Tax ID No.: Block 131 Lot 14

WHEREAS Quicken Loans Inc. intends to make a loan to the Borrower in a principal amount not to exceed \$142,000.00 and dated on or about _____, 20____ to be secured by a mortgage/deed of trust granted to Mortgage Electronic Registration Systems Inc., as nominee for Quicken Loans Inc., its successors and or assigns, covering the Property ("Quicken Loans' Lien"), and

WHEREAS Quicken Loans Inc. will only make the loan to the Borrower provided that Lienholder's Lien is subordinate to Quicken Loans' Lien, and

WHEREAS Lienholder intends that Quicken Loans' Lien be prior and superior to Lienholder's Lien.

NOW, THEREFORE, it is agreed that in consideration of one dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lienholder agrees to subordinate and make Lienholder's Lien subordinate and junior in all respects to Quicken Loans' Lien.

Witnesses:

Signature _____

Printed Name _____

Signature _____

Printed Name _____

STATE OF _____)

ss

COUNTY OF _____)

Lienholder Signature:

Lienholder: Township of West Orange

Printed Name _____

Title _____

On _____, 20____ before me, _____(Notary Name), personally appeared _____(Lienholder Representative), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____(Notary Signature)
Notary Public, County of _____, Acting in _____ County.
State of _____
My commission expires _____.

This instrument drafted by and after recording return to:
Davan Burnett
Quicken Loans Inc.
Subordination Dept.
615 W. Lafayette
Detroit, MI 48226

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): Block 131 Lot 14

Land situated in the Township of West Orange in the County of Essex in the State of NJ

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF WATCHUNG AVENUE, HEREIN DISTANT 325.00' AS MEASURED NORTHEASTERLY ALONG THE SAME FROM ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF RIDGE AVENUE, AND FROM SAID POINT OF BEGINNING, THENCE RUNNING,

N 61 DEGREES 26 MINUTES 00 SECONDS W, A DISTANCE OF 100.00' TO A POINT, THENCE
N 28 DEGREES 34 MINUTES 00 SECONDS E, A DISTANCE OF 50.00' TO A POINT, THENCE
S 61 DEGREES 26 MINUTES 00 SECONDS E, A DISTANCE OF 100.00' TO A POINT IN THE
NORTHWESTERLY LINE OF WATCHUNG AVENUE, THENCE
ALONG THE NORTHWESTERLY LINE OF WATCHUNG AVENUE, S 28 DEGREES 34 MINUTES 00 SECONDS
W, A DISTANCE OF 50.00' TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 0.1148 ACRES OF LAND, MORE OR LESS, AS SURVEYED BY SCOTT C. WILLARD, PLS.

THE ABOVE DESCRIPTION WAS WRITTEN IN ACCORDANCE WITH A SURVEY PREPARED ON MAY 7, 2003
BY SCOTT C. WILLARD.

FOR INFORMATIONAL PURPOSES ONLY: KNOWN AS LOT 14 BLOCK 131.

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 89 Watchung Avenue, West Orange, NJ 07052-6006

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES

Date: February 16, 2018



Township of West Orange

2018 FEB 20 AM 10:16

W.O. PLANNING AND
DEVELOPMENT DEPT.

**Please subordinate to Mortgage Electronic Registration
Systems, Inc. as nominee for Quicken Loans Inc.
Loan Number 3396829564**

RE: Sandra E. Mejia
Account#:
Social Security #: 144-76-5352
89 Watchung Ave
West Orange, NJ 07052-6006

To Whom It May Concern:

Quicken Loans Inc. has approved the above client(s) for a first lien mortgage in the amount of \$142,000.00. This loan will be closing on or about February 26, 2018. In order to proceed with our client's wishes, we ask that you complete a subordination agreement in the amount of \$142,000.00 and return it to us as quickly as possible. Listed below and included is the documentation that you require prior to the completion of a subordination agreement:

*** The current requested loan amount is only an estimate and may account for slight changes in allowable fees and costs. The requested loan amount may be reduced prior to closing to ensure all applicable State guidelines are met.

Appraisal
Certification and Authorization
Commitment Letter
LOX/Return Label
Subordination Agreement
Worksheet

If you have any questions, concerns or require additional information, do not hesitate to call (877) 784-2593. In order to expedite the processing of this loan, please fax a copy of the subordination agreement to (877) 382-0232 prior to mailing the original. Please reference Quicken Loans Inc.'s account number: **3396829564** in any correspondence. Please note: Quicken Loans Inc.'s UPS Account # is 4RR774, in case a return label is not included.

Respectfully,
Subordination Team
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906



q03396829564 1268 355 0101

4202801548

Certification & Authorization

Certification

The undersigned certify the following:

- 1. I/We have applied for a mortgage loan from Quicken Loans Inc. ("Lender"). In applying for the loan, I/we completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information.
- 2. I/We understand and agree that Lender reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
- 3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

- 1. I/We have applied for a mortgage loan from Lender. As part of the application process, Lender may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control process. I/We understand that any misrepresentations discovered during the application process, and thereafter, may be reported or shared with law enforcement or fraud alert databases.
- 2. I/We authorize you to provide to Lender, and to any investor to whom Lender may transfer my/our mortgage loan to, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns. This authorization also applies to proof of homeowner's insurance coverage and requests for payoff statements from my/our current mortgage lender/bank even if such requests are from the title company performing the closing/settlement of my/our mortgage loan with Lender.
- 3. Lender or any investor that purchases the mortgage may address this authorization to any party named in the loan application or disclosed by any consumer credit reporting agency or similar source.
- 4. If applicable, I/We request that my/our second mortgage loan be subordinated to the new refinanced first mortgage with Lender. I/We authorize the release of any information, either verbally or written, in order to process the subordination request.
- 5. If applicable, I/We authorize the release of any information to my/our current mortgage lender/bank if necessary to obtain a payoff statement or aid in the negotiation of reduced or modified payoff terms.
- 6. I/We authorize release of any information to other borrowers on the application for this mortgage loan.
- 7. I/We release and agree to hold Lender and any investor that purchases my/our mortgage harmless from any liability that may arise from verifying information contained in my/our loan application or for any reporting of misrepresentations discovered during the application process or thereafter.
- 8. A copy of this authorization may be accepted as an original and this authorization may be electronically signed in place of a handwritten signature.

NOTICE TO BORROWERS: This notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

 1/9/2018
Sandra Mejia Date
Date



Certification & Authorization

Certification

The undersigned certify the following:

- 1. I/We have applied for a mortgage loan from Quicken Loans Inc. ("Lender"). In applying for the loan, I/we completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information.
- 2. I/We understand and agree that Lender reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
- 3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

- 1. I/We have applied for a mortgage loan from Lender. As part of the application process, Lender may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control process. I/We understand that any misrepresentations discovered during the application process, and thereafter, may be reported or shared with law enforcement or fraud alert databases.
- 2. I/We authorize you to provide to Lender, and to any investor to whom Lender may transfer my/our mortgage loan to, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns. This authorization also applies to proof of homeowner's insurance coverage and requests for payoff statements from my/our current mortgage lender/bank even if such requests are from the title company performing the closing/settlement of my/our mortgage loan with Lender.
- 3. Lender or any investor that purchases the mortgage may address this authorization to any party named in the loan application or disclosed by any consumer credit reporting agency or similar source.
- 4. If applicable, I/We request that my/our second mortgage loan be subordinated to the new refinanced first mortgage with Lender. I/We authorize the release of any information, either verbally or written, in order to process the subordination request.
- 5. If applicable, I/We authorize the release of any information to my/our current mortgage lender/bank if necessary to obtain a payoff statement or aid in the negotiation of reduced or modified payoff terms.
- 6. I/We authorize release of any information to other borrowers on the application for this mortgage loan.
- 7. I/We release and agree to hold Lender and any investor that purchases my/our mortgage harmless from any liability that may arise from verifying information contained in my/our loan application or for any reporting of misrepresentations discovered during the application process or thereafter.
- 8. A copy of this authorization may be accepted as an original and this authorization may be electronically signed in place of a handwritten signature.

NOTICE TO BORROWERS: This notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.



1/9/2018

Sydell Mejia

Date

Date

Date

Date

4160725995
2017/12 bca1.pcl



q03396829564 0132 145 0101



MORTGAGE APPROVAL NOTICE

Date: February 16, 2018	Program: 230 - 20 yr Conforming Fixed Caps (if applicable):
Borrower(s): Sandra E. Mejia Sydell Mejia	Margin (if applicable): Interest Rate: 3.990 Loan Amount: \$142,000.00
Subject Property: 89 Watchung Ave West Orange, NJ 07052-6006	

We are pleased to inform you that your application for a mortgage loan pertaining to the above captioned property has been approved as set forth above. This approval is subject to the conditions set forth below:

1. An acceptable survey and lender's title insurance commitment must be received and approved by Quicken Loans Inc. ("Lender") and the title company closing this loan for Lender, prior to the execution of any loan documents.
2. Borrowers, mortgagors and other necessary parties must properly execute all closing documents at the loan closing.
3. Payment of creditors, taxes and other amounts, and satisfaction of "at closing" conditions, all as shown on the attached schedule.

The documentation we have reviewed in evaluating your loan application is valid for 30 days from the date of receipt of such documentation by Lender. Accordingly, it may be necessary to update such documentation during the loan process. Your approval is subject to the results of such updates.

This approval shall be void if, in the opinion of Lender in its sole discretion, there is a material change in the borrower(s) financial condition, employment status, occupancy status, credit status or any other aspect of the borrower(s)' loan file, including, but not limited to, an increase in the qualifying monthly payments. This approval shall expire on May 9, 2018.



4202801564

Market Conditions Addendum to the Appraisal Report

File No. 21972

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address	89 Watchung Ave	City	West Orange	State	NJ	Zip Code	07052
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Sandra & Sydel Meja

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below. If it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compare with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, forced sales, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current ~3 Months	Overall Trend		
Total # of Comparable Sales (Sold/Leased)	246	156	97	☐ Increasing	☒ Stable	☐ Declining
Absorption Rate (Total Sales/Month)	41.00	52.00	32.33	☐ Increasing	☒ Stable	☐ Declining
Total # of Comparable Active Listings	not supplied by mls	not supplied by mls	114	☐ Declining	☐ Stable	☐ Increasing
Months of Housing Supply (Total Listings/Mo Rate)	not supplied by mls	not supplied by mls	3.5	☐ Declining	☐ Stable	☐ Increasing
Median Sale & List Price, DOM, Sale/Ask %	Prior 7-12 Months	Prior 4-6 Months	Current ~3 Months	Overall Trend		
Median Comparable Sale Price	380,000	410,000	384,000	☐ Increasing	☒ Stable	☐ Declining
Median Comparable Sales Days on Market	25	25	31	☐ Declining	☒ Stable	☐ Increasing
Median Comparable List Price	not supplied by mls	not supplied by mls	377,495	☐ Increasing	☐ Stable	☐ Declining
Median Comparable Listings Days on Market	not supplied by mls	not supplied by mls	67	☐ Declining	☐ Stable	☐ Increasing
Median Sale Price as % of List Price	100	100	99	☐ Increasing	☒ Stable	☐ Declining
Seller (broker/pror, builder, etc.) paid financial assistance to previous?	☐ Yes	☒ No		☐ Declining	☐ Stable	☐ Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees options, etc.).

THE INSTRUCTIONS FOR THE MC FORM ABOVE REQUESTS THAT THE SALES UTILIZED FOR THIS FORM BE PROPERTIES THAT COMPLETE WITH THE SUBJECT, HOWEVER, DUE TO THE LACK OF SIMILAR SALES THIS WOULD LEAD TO UNRELIABLE STATISTICAL DATA. THE APPRAISER EXPANDED THE SEARCH PARAMETERS IN ORDER TO OBTAIN PROPER STATISTICAL DATA WHICH REFLECTS MARKET VALUES OVER THE PAST YEAR. THE USE OF THESE SALES IS BENEFICIAL AS INDICATORS FOR STATISTICAL DATA. HOWEVER, NOT ALL OF THESE SALES ARE CONSIDERED SIMILAR TO THE SUBJECT AND WOULD BE UNFIT FOR COMPARABLE USE.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in ratings and sales of foreclosed properties):

Although there are some REO and foreclosure sales in the marketplace, they do not appear to be driving the market at this point.

Cite data sources for above information:	GSMLS
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Summarize the above information as support for your conclusions in the Reconciliation section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

Market appears to be in lock with supply and demand in balance.

If the subject is a unit in a condominium or cooperative project, complete the following:

Project Manager

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Sold)				☐ Increasing	☐ Stable	☐ Declining
Absorption Rate (Total Sales/Month)				☐ Increasing	☐ Stable	☐ Declining
Total # of Active Comparable Listings				☐ Declining	☐ Stable	☐ Increasing
Months of Unit Supply (Total Listings/Wh Rate)				☐ Declining	☐ Stable	☐ Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of

forested areas (Fig. 2a).

Summarize the above trends and address the interaction in the subject unit and project.

Signature			
Appraiser Name	Bonnie A. Nach, SCREA		
Company Name	Sullivan Appraisal Services, LLC		
Company Address	4 Ellsworth Avenue, Morristown, NJ 07960		
State License/Certification #	42RC00161900	State	NJ
Email Address	INFO@SULLIVANAPPRAISALSERVICES.COM		

Signature
Supervisory Appraiser Name

Company Name	
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Company Address	
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Spagna (le variazioni) modificazioni de

2016年12月31日現在の状況	2017年12月31日現在
2017年12月31日現在	2018年12月31日現在

Email Address

Uniform Residential Appraisal Report

File# 21972

The purpose of this summary appraisal report is to provide the lender/borrower with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address: 89 Walchburg Ave, City: West Orange, State: NJ, Zip Code: 07052
Borrower: Sandra & Svydell Mejia, Owner of Public Record: Nelson B & Sandra E Mejia, County: Essex
Legal Description: Block: 131 Lot: 14
Assessor's Parcel #: 22-00131-0000-00014-0000, Tax Year: 2017, R.E. Taxes \$: 7,815
Neighborhood Name: Eagle Rock, Map Reference: 35084, Census Tract: 0177.00
Occupant: ☒ Owner, ☐ Tenant, ☐ Vacant, Special Assessments \$: 0, ☐ RUD, ☐ HDA \$: 0, ☐ per year, ☐ per month
Property Rights Appraised: ☒ Fee Simple, ☐ Leasehold, ☐ Other (describe):
Assignment Type: ☐ Purchase Transaction, ☒ Refinance Transaction, ☐ Other (describe):
Lender/Client: Quicken Loans, Inc., Address: 1050 Woodward Ave, Detroit, MI 48226
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No
Report data source(s) used, offering price(s), and date(s): GSMLS

☐ I did not perform the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$: , Date of Contract: , Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s):
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Percent Land Use %	
Location	☐ Urban ☒ Suburban ☐ Rural	Property Values	☐ Increasing ☒ Stable ☐ Declining	PRICE	AGE	One-Unit	95 %
Built-Up	☒ Over 75% ☐ 25-75% ☐ Under 25%	Demand/Supply	☐ Shortage ☒ In Balance ☐ Over Supply	\$ (000)	(yes)	2-4 Unit	2 %
Growth	☐ Rapid ☒ Stable ☐ Slow	Marketing Time	☒ Under 3 mths ☐ 3-6 mths ☐ Over 6 mths	90	Low	Mult-Family	%
Neighborhood Boundaries: Bounded by Eagle Rock Ave to the west, Union St to the north, Orange Rd to the east and Washington St to the south.		1,200	High	150	Commercial	2 %	
Neighborhood Description: Neighborhood is made up of mostly condos and single family dwellings with some commercial properties present on the main thoroughfares throughout the neighborhood. Easy access to major highways, schools, shopping and transportation adds to market appeal.		385	Med.	50	Other	1 %	
"Other" land use refers to property owned by the town or state utilized for public use (parks, schools, etc).							
Market Conditions (including support for the above conclusions): Market appears to be stable with supply and demand in balance.							

Dimensions: 50X100, Area: 5000 sf, Shape: Rectangular, View: N, Res: ,
Specific Zoning Classification: R-T, Zoning Description: 1 & 2 Family Residential 5000 sf min
Zoning Compliance: ☒ Legal, ☐ Legal Nonconforming (Grandfathered Use), ☐ No Zoning, ☐ Illegal (describe):
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe:

Utilities: Public, Other (describe):, Public, Other (describe):, Off-site/improvements - Type: Public, Private:
Electricity: ☒ , Water: ☒ , Sewer: ☒ , Street: Macadam, ☒ ,
Gas: ☒ , Sanitary Sewer: ☒ , Alley: None, ☐ ,
FEMA Special Flood Hazard Area: ☐ Yes ☒ No, FEMA Flood Zone: X, FEMA Map #: 34013C0111F, FEMA Map Date: 06/04/2007
Are there utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe:
Are there any adverse site conditions or external factors (basements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe:
None noted. Utilities were on and in working condition at time of inspection. Subject is located on a residential street with commercial buildings on nearby through roads not adversely affecting subject as evidenced by sufficient market data.

General Description		Foundation		Exterior Description		Interior	
Units: ☒ One ☐ One with Accessory Unit	☐ Concrete Slab ☐ Crawl Space	Foundation Walls	Masonry/Avg	Floors	Hwd/Cot/Avg		
# of Stories: 2	☒ Full Basement ☐ Partial Basement	Exterior Walls	Aluminum/Avg	Walls	Drywall/Avg		
Type: ☒ Det. ☐ All ☐ S-Det/End Unit	Basement Area: 608 sq ft	Roof Surface	Asphalt/Avg +	Trim/Finish	Wood/Avg		
☒ Existing ☐ Proposed ☐ Under Const.	Basement Finish: 5 %	Gutters & Downspouts	Alum/Avg	Bath Floor	Tile/Avg		
Design (Style): Colonial	☐ Outside Entry/Bell ☐ Sump Pump	Window Type	Double/Avg	Bath W/room	Tile/Avg		
Year Built: 1910	Evidence of: ☐ Infestation	Storm Sash/Insulated	Yes/Avg	Car Storage	☐ None		
Effective Age (Yrs): 20	☐ Chinks ☐ Settlement	Screened	Yes/Avg	☒ Driveway	# of Cars: 3		
Attic: ☐ None	Heating: ☐ FWH ☒ HWH ☐ Radiant	Amenities	☐ Wood stove(s) # 0	Driveway Surface	Macadam		
☐ Drop Stair ☐ Stairs	☐ Other: Fuel Gas	Refrigerator(s) # 0	Fence: None	Garage	# of Cars: 0		
☐ Floor ☒ Seattle	Cooling: ☐ Central Air Conditioning	☒ Patio/Deck	Deck: Enclosed	Carport	# of Cars: 0		
☐ Finished ☐ Heated	☐ Individual ☒ Other: None	☐ Pool: None	☐ Other: None	Alt	☐ Det. ☐ Built-in		
Appliances: ☒ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe):							
Finished area above grade contains: 6 Rooms	3 Bedrooms	1.0 Bath(s)	1,216	Square Feet of Gross Living Area Above Grade			
Additional features (special energy efficiencies, etc.): None Noted							

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.): C4: No updates in the prior 15 years. Overall subject is considered well maintained with no repairs noted. Although kitchen and bath are considered dated, they are fully functional. Basement is mostly unfinished with only a small area finished where there is a full bathroom.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe:

Does the property generally conform to the neighborhood functional utility, style, condition, use, construction, etc.? ☒ Yes ☐ No If No, describe:

Uniform Residential Appraisal Report

File# 21972

There are 114 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 120,000 to \$ 4,195,000.				
There are 499 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 90,000 to \$ 1,200,000.				
FEATURE	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Address	89 Watchung Ave West Orange, NJ 07052	10 Whittlesey Ave West Orange, NJ 07052	39 Park Dr S West Orange, NJ 07052	49 Park Dr S West Orange, NJ 07052
Proximity to Subject	0.23 miles N	0.55 miles W	0.57 miles W	
Sale Price	\$	\$ 300,000	\$ 217,000	\$ 200,000
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 253.81 sq.ft.	\$ 189.69 sq.ft.	\$ 190.79 sq.ft.
Data Source(s)		GSMLS#3386036;DOM 11	GSMLS#3355288;DOM 13	GSMLS#3399562;DOM 33
Verification Source(s)		niactb.org	niactb.org	niactb.org
VALUE ADJUSTMENTS	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing	Armlth		Armlth	
Concessions	Conv:0		Conv:0	
Date of Sale/Time	s06/17:c05/17		s06/17:c04/17	
Location	N:Res:		N:Res:	
Leasehold Fee Simple	Fee Simple		Fee Simple	
Site	5000 sf	4099 sf	3350 sf	2400 sf
View	N:Res:		N:Res:	
Design (Style)	DT2:Colonial		DT2:Colonial	
Quality of Construction	Q3		Q3	
Actual Age	108	113	093	
Condition	C4		C4	
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	6 3 1.0	6 3 1.0	6 3 1.0	7 3 1.0
Gross Living Area	1,216 sq.ft.	1,182 sq.ft.	1,144 sq.ft.	1,520 sq.ft.
Basement & Finished	508sf0sf	591sf29sf	572sf0sf	380sf0sf
Rooms Below Grade	0ndbr1.0ba0o	1m0br1.0ba0o	0	0
Functional Utility	Average	Average	Average	Average
Heating/Cooling	HW No CAC	HW No CAC	HW No CAC	HW No CAC
Energy Efficient Items	None	None	None	None
Garage/Carport	2dr	1dr1dr	2dr	1dr1dr
Porch/Patio/Deck	Porch/Deck	Porch/Patio/Deck	Porch/Patio	Porch
Fireplace	None	None	1 Falc	1 Falc
Inground Pool	None	None	None	None
Net Adjustment (Total)		\$ -42,500	\$ 5,380	\$ -46,160
Adjusted Sale Price of Comparables		\$ 257,500	\$ 222,380	\$ 243,840
I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain:				
My research: ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.				
Data Source(s): niactb.org				
My research: ☒ did ☐ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.				
Data Source(s): niactb.org				
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3):				
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer		02/02/2017		
Price of Prior Sale/Transfer		\$190,000		
Data Source(s)	niactb.org	niactb.org	niactb.org	niactb.org
Effective Date of Data Source(s)	01/16/2018	01/16/2018	01/16/2018	01/16/2018
Analysis of prior sale or transfer history of the subject property and comparable sales: Per tax data, subject has not transferred in past 3 years. Comp 1 transferred in a foreclosure 08/06/2016 for \$100 and then to an investor on 02/02/2017 for \$190,000. This property was then rehabbed thus the C3 condition and higher selling price. No other transfers found for the comparables in the past year.				
Summary of Sales Comparison Approach MOST WEIGHT ON COMP 2 BASED ON CONDITION, FOLLOWED BY COMPS 1,3 & 4 BASED ON PROXIMITY. SEE ADDENDUM.				
Indicated Value by Sales Comparison Approach \$ 240,000				
Indicated Value by Cost Approach (if developed) \$ 247,285				
Indicated Value by Income Approach (if developed) \$				
The Sales Comparison Approach is the most reliable indicator of value as it best represents typical buyers and sellers. The Income Approach is not utilized in a predominantly owner-occupied area. Cost Approach is no longer required by Fannie Mae is not necessary to produce a credible estimate of value as the Sales Comparison Approach is considered to be the best available indicator of value.				
This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:				
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my best opinion of the market value, as defined of the real property that is the subject of this report is \$ 240,000 as of 01/16/2018, which is the date of inspection and the effective date of this appraisal.				

Uniform Residential Appraisal Report

File# 21972

ADDITIONAL COMMENTS

Marshall and Swift factor a 10% profit to the builder while the New Jersey Tax Assessors just give the cost for construction. The price of transportation to bring the material to the home and the builders over head and profit vary greatly from builder to builder. The quality of construction is also an estimate based on the cost guides. The Cost Approach may not be a reliable indication of replacement or reproduction cost for any other date other than the effective date of this appraisal due to change costs of labor and materials and due to changing building codes and regulations. The Cost Approach is not to be used for insurance purposes and appraiser assumed no liability or responsibility for any reliance on this figure.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

Few comparable land sales are available to the appraiser for the subject's market area as it is fully developed. The appraiser has established site value from conversations with local realtors and developers who are knowledgeable about the subject's market area.

COST APPROACH

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW

OPINION OF SITE VALUE ----- = \$ 125,000

Source of cost data Marshall & Swift

DWELLING 1,216 SqFt. @ \$ 100.00 ----- = \$ 121,600

Quality rating from cost service Avg Effective date of cost data 05/25/2017

608 SqFt. @ \$ 40.00 ----- = \$ 24,320

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

AMENITIES ----- = \$ 15,000

Garage/Carport SqFt. @ \$ ----- = \$

Cost estimates are supported by cost services available to the appraiser. Land to value ratio exceeds 50% due to the scarcity of vacant land in the area. This is typical to the area and has no adverse effect on value or marketability.

Total Estimate of Cost-New ----- = \$ 160,920

Less: Physical Functional External

Depreciation 53,635 ----- = \$ 53,635

Depreciated Cost of Improvements ----- = \$ 107,285

Effective age of subject is younger than real age as the subject property has been updated throughout the years therefore its effective age is considered younger than its real age.

As-is Value of Site Improvements ----- = \$ 15,000

Estimated Remaining Economic Life (HUD and VA only) 40 Years

INDICATED VALUE BY COST APPROACH ----- = \$ 247,285

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit:

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Date(s) occupied

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion:

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source:

Are the units, common elements, and recreational facilities complete? ☐ Yes ☐ No If No, describe the status of completion:

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options:

Describe common elements and recreational facilities:

Uniform Residential Appraisal Report

Revised 21972

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # 21972

APPRAISER'S CERTIFICATION:

The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File# 21972

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION:

The Supervisory Appraiser certifies and agrees that:

- I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform the appraisal, and is acceptable to perform this appraisal under the applicable state law.
- This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Bonnie A. Nach
Name Bonnie A. Nach, SCREA
Company Name Sullivan Appraisal Services, LLC
Company Address 4 Ellsworth Avenue
Morristown, NJ 07960
Telephone Number 201-337-8459
Email Address INFO@SULLIVANAPPRAISALSERVICES.COM
Date of Signature and Report 01/16/2018
Effective Date of Appraisal 01/16/2018
State Certification # 42RC00161900
or State License # _____
or Other (describe) _____ State # _____
State NJ
Expiration Date of Certification or License 12/31/2019

ADDRESS OF PROPERTY APPRAISED

89 Watchung Ave
West Orange, NJ 07052
APPRAISED VALUE OF SUBJECT PROPERTY \$ 240,000

LENDER/CLIENT

Name TSI APPRAISAL
Company Name Quicken Loans, Inc
Company Address 1050 Woodward Ave, Detroit, MI 48226
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of inspection _____
☐ Did inspect interior and exterior of subject property
Date of inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of inspection _____

Uniform Residential Appraisal Report

File# 21972

SALES COMPARISON APPROACH	FEATURE	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
	Address 89 Watchung Ave West Orange, NJ 07052		59 Watchung Ave West Orange, NJ 07052								
	Proximity to Subject		0.07 miles NE								
	Sale Price		\$ 296,000			\$			\$		
	Sale Price/Gross Liv. Area		\$ 257.39 sq.ft.			\$ sq.ft.			\$ sq.ft.		
	Data Source(s)		GSMLS#3401077:DOM 31								
	Verification Source(s)		niactb.org								
	VALUE ADJUSTMENTS		DESCRIPTION			DESCRIPTION			DESCRIPTION		
	Sales or Financing		Arml.th								
	Concessions		Conv;0								
	Date of Sale/Time		5/10/17 2:08:17								
	Location		N;Res;								
	Leasehold (Fee Simple)		Fee Simple								
	Site		5000 sf			3750 sf					
	View		N;Res;			N;Res;					
	Design (Style)		DT2:Colonial			DT2:Colonial					
	Quality of Construction		Q3			Q3					
	Actual Age		108			95					
	Condition		C4			C3					
	Above Grade		Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths		
	Room Count		6 3 1.0			7 3 2.0			-5,000		
	Gross Living Area		1,216 sq.ft.			1,150 sq.ft.			+2,640 sq.ft.		
	Basement & Finished		00BsB0sfin			575sf288sfin			0		
	Rooms Below Grade		0nr0br1.0bs0o			1nr0br0.0bs0o			+5,000		
	Functional Utility		Average			Average					
Heating/Cooling		HW No CAC			HW No CAC						
Energy Efficient Items		None			None						
Garage/Carport		3dw			2gd 2dw			-20,000			
Porch/Patio/Deck		Porch,Deck			Deck			+2,500			
Fireplace		None			1 Fplc			-2,500			
Inground Pool		None			None						
Net Adjustment (Totally)		☐ + ☒ -			☐ + ☐ -			☐ + ☐ -			
Adjusted Sale Price of Comparables		Net Adj. 15.9 % Gross Adj. 22.7 %			Net Adj. % Gross Adj. %			Net Adj. % Gross Adj. %			
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).											
SALE HISTORY	ITEM	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
	Date of Prior Sale/Transfer										
	Price of Prior Sale/Transfer										
	Data Source(s)		niactb.org			niactb.org					
	Effective Date of Data Source(s)		01/16/2018			01/16/2018					
	Analysis of prior sale or transfer history of the subject property and comparable sales										
ANALYSIS/COMMENTS	Analysis/Comments										

Supplemental Addendum

File No. 21972

Borrower/Client	Sandra & Sydellet Meila					
Property Address	89 Watchung Ave					
City	West Orange	County	Essex	State	NJ	Zip Code 07052
Lender	Quicken Loans, Inc					

PREDOMINANT VALUE:
The final value of the subject falls below the predominant value as the subject is inferior to the typical property in the area as it is smaller than the typical dwelling, however it does fall within the markets typical value range. The subject is not considered an under improvement as evidenced by sufficient market data showing competitive properties in the area. Marketability is satisfactory and not adversely affected by falling below the predominant values in the area.

SALES COMPARISON ANALYSIS:
DATE OF SALE:
Due to the lack of similar sales it was necessary to utilize sales which exceeds the 6 month guideline with no detriment to final value estimate as the market has been mostly stable.
LOT SIZE:
Lot sizes are typical building lots for the area and the market does not typically react to small differences between the subject and comparables therefore no adjustments were deemed necessary for lot size.
DESIGN/STYLE:
Due to the lack of similar sales it was necessary to utilize a different style house with no detriment to final value estimate as the market typically reacts to size, not style.
GLA:
Due to the lack of similar sales it was necessary to utilize a sale with a greater than 25% gla difference. There is no detriment as the GLA has been adequately adjusted accordingly.
ROOM / BEDROOM COUNTS:
Individual room adjustments are not typically made as an overall GLA adjustment is already made. The market typically reacts to overall GLA, not room count as it is fairly simple to erect walls to make several rooms, or to have fewer walls for fewer, larger rooms. Making an adjustment for room count would be similar to double adjusting, therefore no room adjustments were made.
AGE/CONDITION:
Due to the scarcity of similar aged sales to subject, it was necessary to utilize sales with a larger than 5 year differential. Appraiser found it necessary to utilize sales of different ages due to the lack of similar aged homes. There are no adjustments as the market typically reacts to overall effective age, which is best reflected in condition adjustments.
Per mis, Comps 1,3 & 4 have a superior condition due to interior updates thus the 10% adjustment.
Items considered were lack of updates baths and kitchens which has the largest market reaction.

UAD / BASEMENT:
The new UAD forms require square footages of basements as well as identifying if the basements are walk out. NJ Tax data that is readily available to appraisers does not provide this information to appraisers. In addition, alot of basements are finished without permits therefore are not correctly identified by tax sources. It is also unknown if basements are walkouts as this information is also not readily available, therefore basement information is estimated for comparables based on MLS information . Adjustments are not made for individual rooms, only for overall % of finished areas and bathrooms.

Intended Users:
The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix C: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

*Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components, mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix B: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is "Not Updated" may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functionality. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:
3.2 indicates three full baths and two half baths.

Subject Photo Page

Borrower/Client	Sandra & Sydeell Mejia					
Property Address	89 Watchung Ave					
City	West Orange	County	Essex	State	NJ	Zip Code 07052
Lender	Quicken Loans, Inc					



Subject Front

89 Watchung Ave
Sales Price
Gross Living Area 1,216
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 1.0
Location N:Res;
View N:Res;
Site 5000 sf
Quality Q3
Age 108



Subject Rear



Subject Street

Photograph Addendum

Borrower/Client	Sandra & Sydelil Mejia					
Property Address	89 Watchung Ave					
City	West Orange	County	Essex	State	NJ	Zip Code 07052
Lender	Quicken Loans, Inc					



ALTERNATE STREET



RIGHT SIDE



LEFT SIDE



ENC PORCH



LIVING ROOM



DINING ROOM

Photograph Addendum

Borrower/Client	Sandra & Sydelil Mejia					
Property Address	89 Watchung Ave					
City	West Orange	County	Essex	State	NJ	Zip Code 07052
Lender	Quicken Loans, Inc.					



KITCHEN



FULL BATH BASEMENT



BASEMENT



MECHANICALS



FULL BATH



BEDROOM

Photograph Addendum

Borrower/Client	Sandra & Sydelil Mejia					
Property Address	89 Watchung Ave					
City	West Orange	County	Essex	State	NJ	Zip Code 07052
Lender	Quicken Loans, Inc					



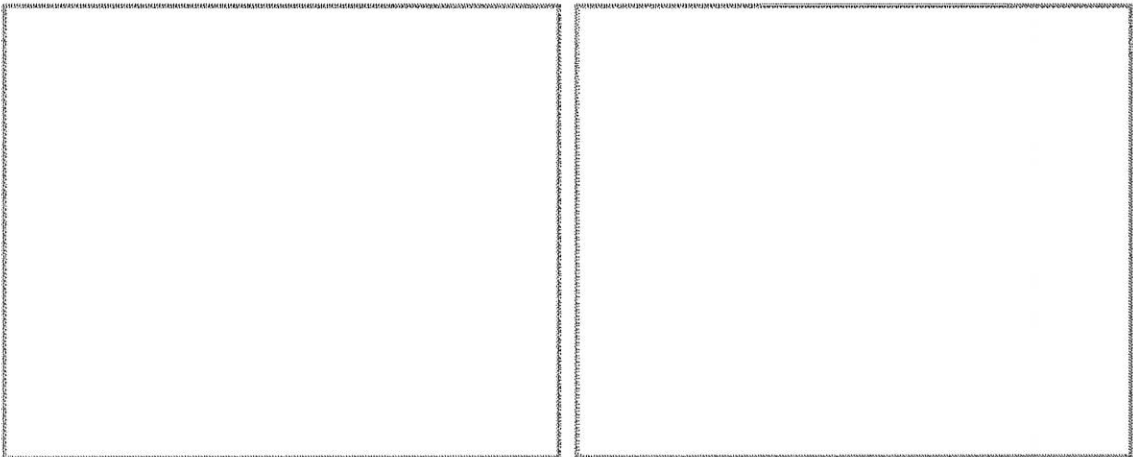
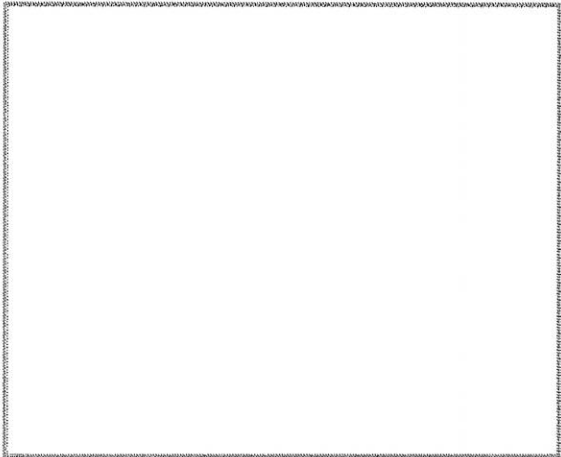
BEDROOM



BEDROOM



DECK



Comparable Photo Page

Borrower/Client	Sandra & Sydeli Mejin						
Property Address	89 Watchung Ave						
City	West Orange	County	Essex	State	NJ	Zip Code	07052
Lender	Quicken Loans, Inc						



Comparable 1

10 Whittlesay Ave	
Prox. to Subject	0.23 miles N
Sales Price	300,000
Gross Living Area	1,182
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.0
Location	N;Res;
View	N;Res;
Site	4099 sf
Quality	Q3
Age	113



Comparable 2

39 Park Dr S	
Prox. to Subject	0.55 miles W
Sales Price	217,000
Gross Living Area	1,144
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.0
Location	N;Res;
View	N;Res;
Site	3350 sf
Quality	Q3
Age	93



Comparable 3

49 Park Dr S	
Prox. to Subject	0.57 miles W
Sales Price	290,000
Gross Living Area	1,520
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	1.0
Location	N;Res;
View	N;Res;
Site	2400 sf
Quality	Q3
Age	93

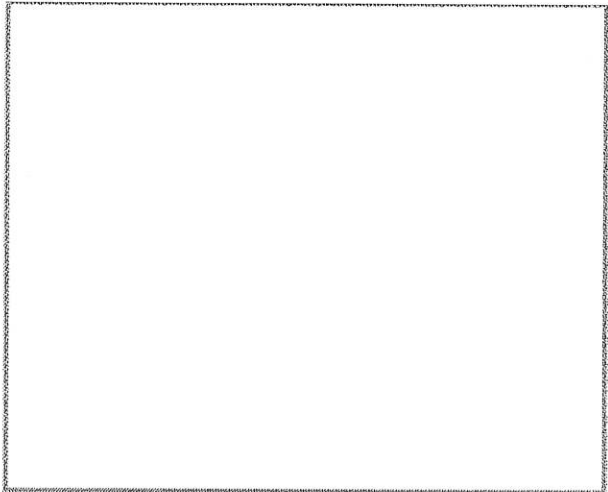
Comparable Photos 4-6

Borrower/Client	Sandra & Sydell Mejia					
Property Address	89 Watchung Ave					
City	West Orange	County	Essex	State	NJ	Zip Code 07052
Lender	Quicken Loans, Inc					



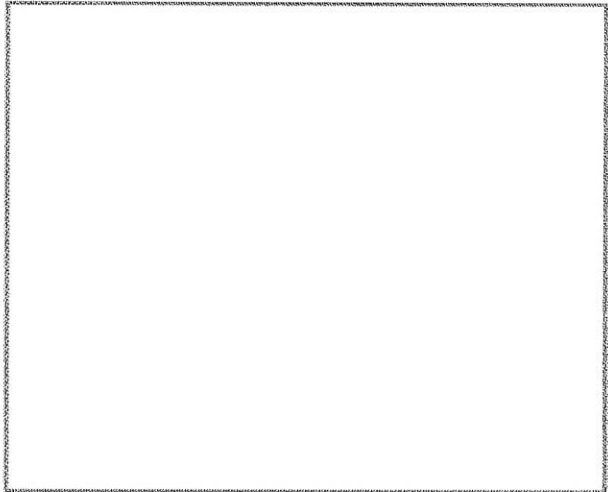
Comparable 4

59 Watchung Ave	
Prox. to Subject	0.07 miles NE
Sales Price	298,000
Gross Living Area	1,150
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.0
Location	N/Res;
View	N/Res;
Site	3750 sf
Quality	Q3
Age	95



Comparable 5

Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age



Comparable 6

Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

USPAP ADDENDUM

File No. 21972

Borrower		Sandra & Sydeli Mejia	
Property Address		89 Watchung Ave	
City	West Orange	County	Essex
State	NJ	Zip Code	07052
Lender		Quicken Loans, Inc	

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report

This report was prepared in accordance with USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report

This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is:

90 days

Additional Certifications

I certify that, to the best of my knowledge and belief:

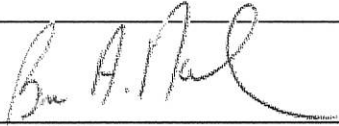
☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

APPRAISER:



Signature: _____

Name: Bonnie A. Nach, SCREA

Date Signed: 01/16/2018

State Certification #: 42RC00161900

or State License #: _____

State: NJ

Expiration Date of Certification or License: 12/31/2019

Effective Date of Appraisal: 01/16/2018

SUPERVISORY APPRAISER: (only if required)

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not

☐ Exterior-only from Street

☐ Interior and Exterior

Form ID144P - "TOTAL" appraisal software by a la mode, Inc. - 1-800-ALAMOD

UNRECORDED
PLEASE VERIFY AUTHENTICITY

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Real Estate Appraisers Board
HAS CERTIFIED

Bonnie A. Nach
4 Ellsworth Ave
Morristown NJ 07960

FOR PRACTICE IN NEW JERSEY AS A(N): Cert Residential Appraiser

11/30/2017 TO 12/31/2019
VALID

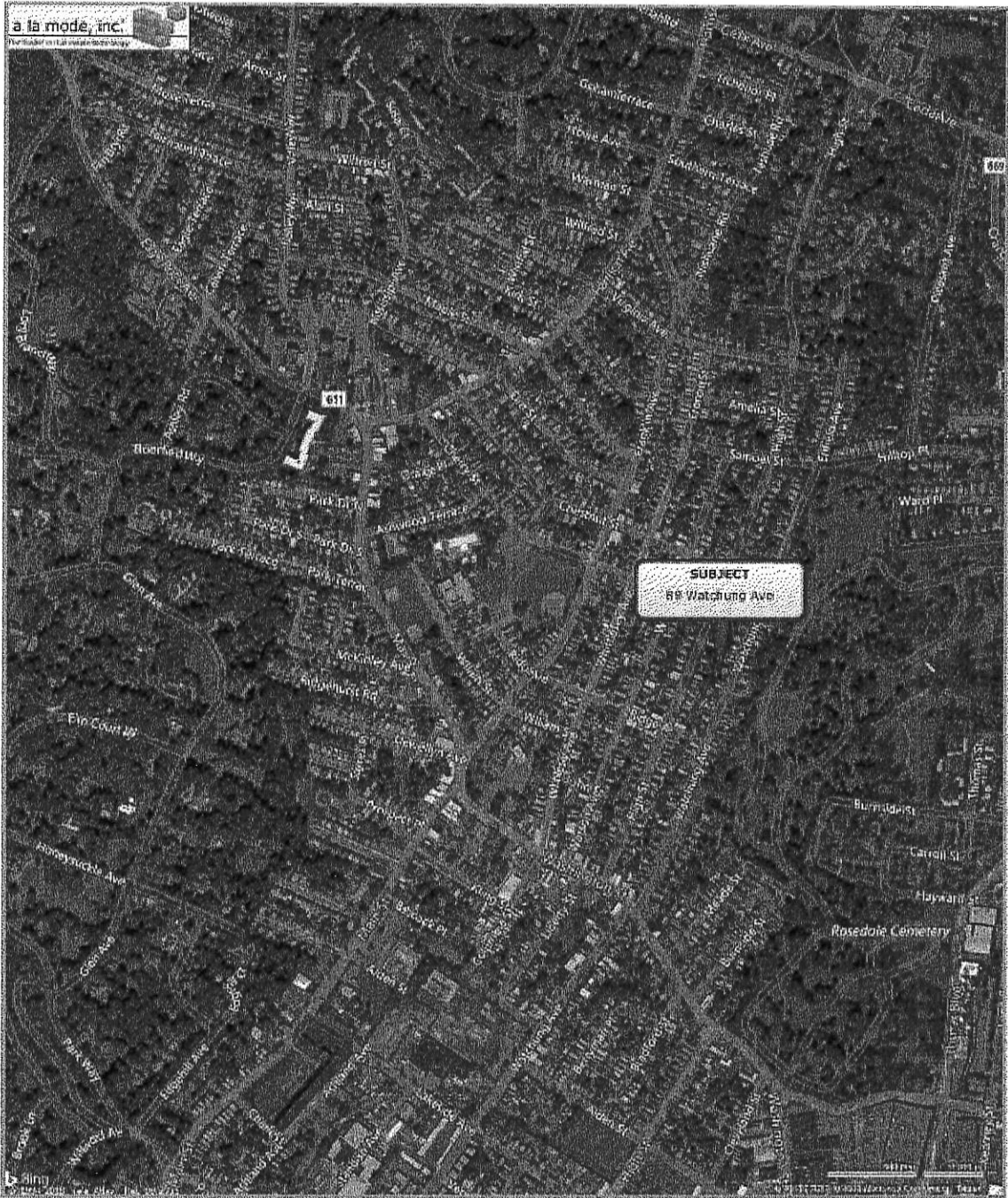
Signature of Licensee, Registrant, Certificate Holder

42RC00161900
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

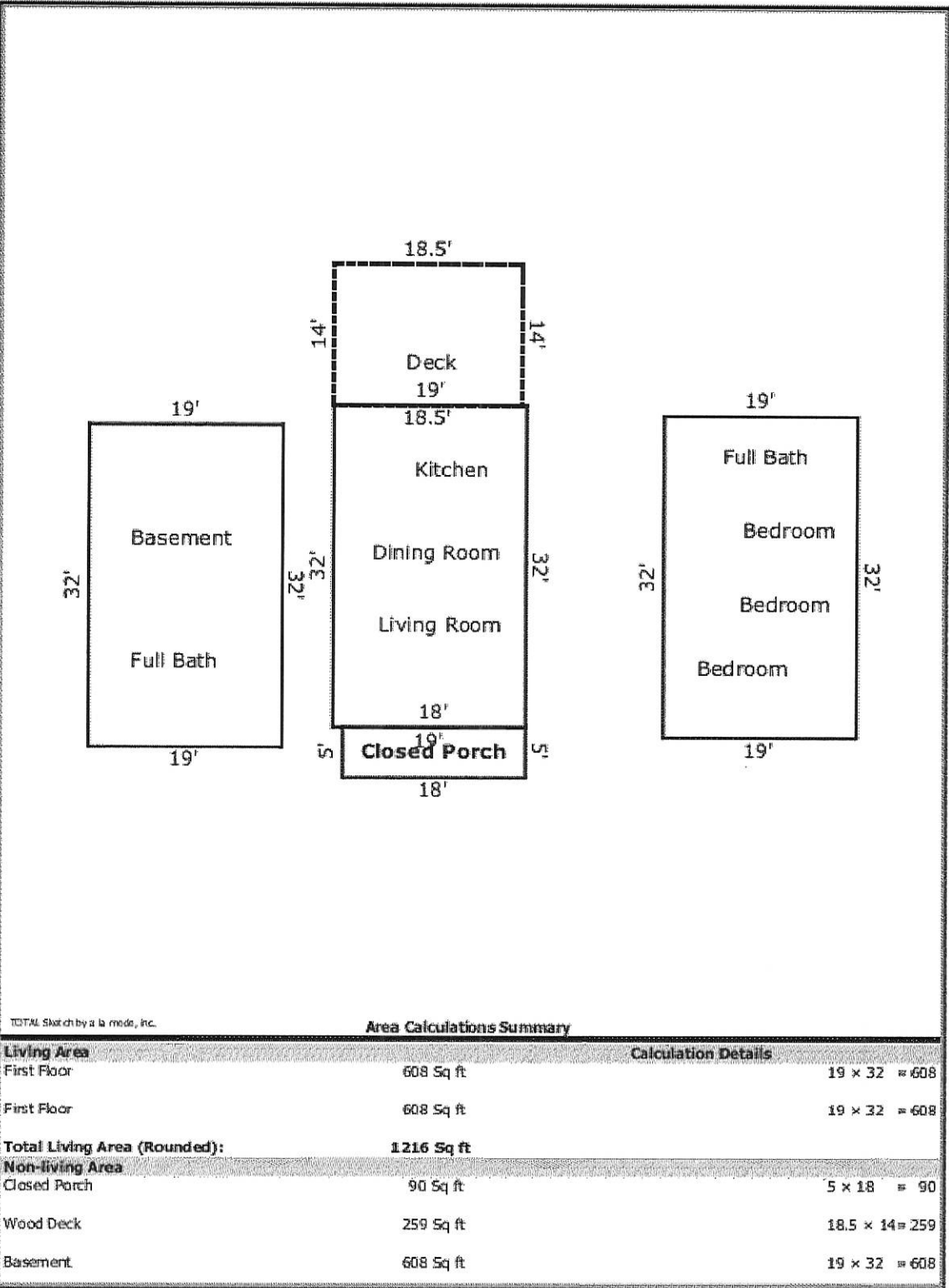
Aerial Map

Borrower/Client	Sandra & Sydelil Mejia					
Property Address	89 Watchung Ave					
City	West Orange	County	Essex	State	NJ	Zip Code 07052
Lender	Quicken Loans, Inc					



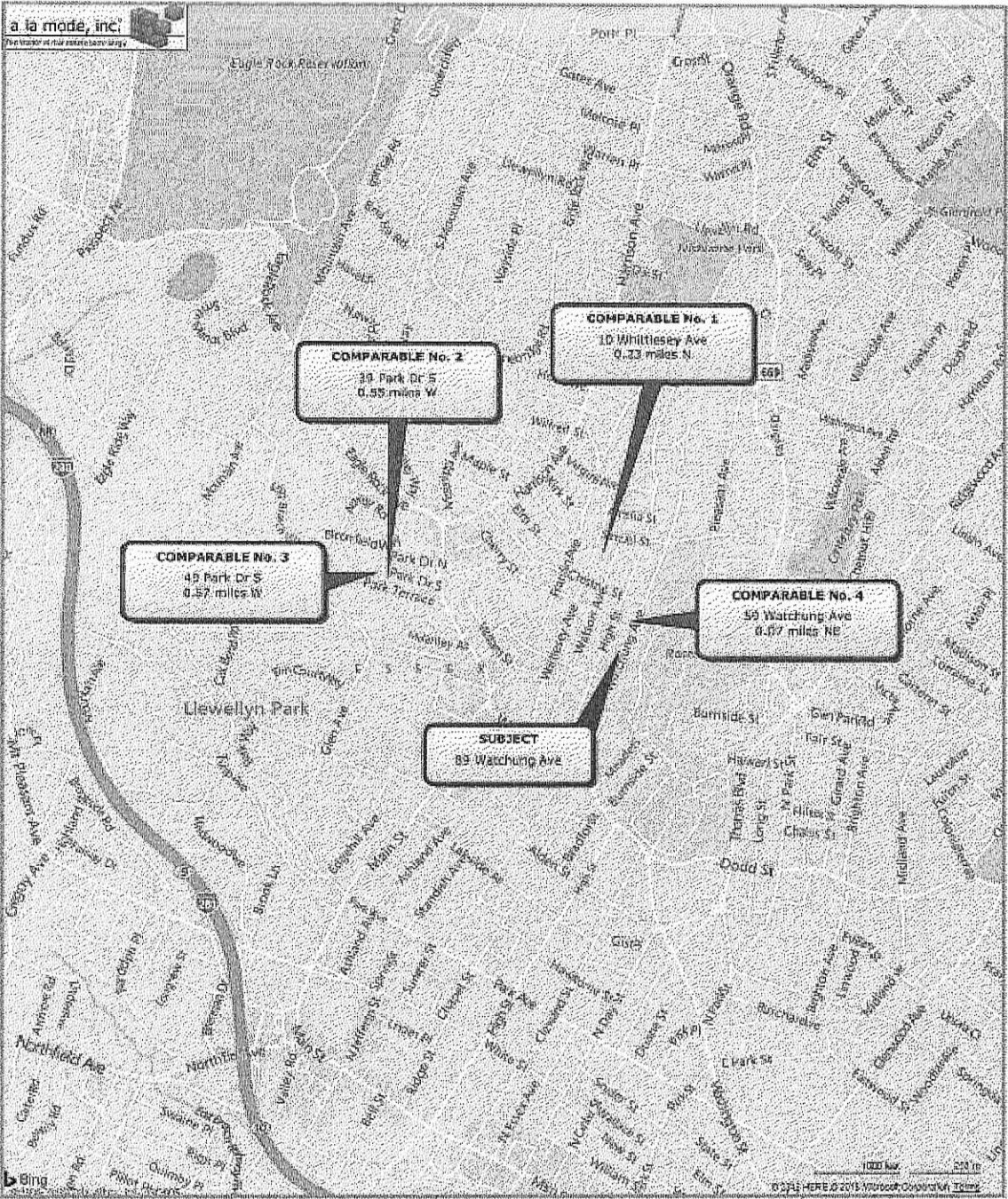
Building Sketch

Borrower/Client	Sandra & Sydeell Mejia						
Property Address	89 Watchung Ave						
City	West Orange	County	Essex	State	NJ	Zip Code	07052
Lender	Quicken Loans, Inc						



Location Map

Borrower/Client	Sandra & Sydel Mejia					
Property Address	89 Watchung Ave					
City	West Orange	County	Essex	State	NJ	Zip Code 07052
Lender	Quicken Loans, Inc					



Account #3396829564

Jan 22. 2018

To Whom it May Concern:

This Letter is to Inform you that
I am Sandra E. Mejia. Who Resides
in. 89 Watchung Av.
West Orange, New Jersey.
07052.

I am Refinancing my Home
to Buy Nelson B. Mejia Out.
For \$45,000 ..

Please if you have any
Questions, Please call me.
at 973 666 7173.

Sincerely.


Sandra E. Mejia.



-Important Return & Contact Information-

Please Subordinate to Lender Name on Agreement as:

Quicken Loans Inc., ISAOA

Or an alternative if you prefer is:

Mortgage Electronic Registration Systems, Inc., as nominee for Quicken Loans Inc.

Return Mailing Address:

Quicken Loans, Inc.
Attn: Original Docs Team
635 Woodward Ave.
Detroit, MI 48226

We strongly recommend you use the UPS label if provided to ship original subordination agreement back.
If needed, our UPS Account is 4RR774. ¹

My Direct Personal Contact Information:

If you should need anything further to process our request please contact me immediately.

Name: Davan Burnett

Email: servicingsubordinationstatus@quickenloans.com

Phone: (877) 784-2593

Fax: (877) 382-0232

-Thank you for your assistance with our mutual client!-

If at any time you feel you are not getting service that is Engineered to Amaze, please contact the Quicken Loans Subordination Team Operations Director.

Joe Maynard | Dir, Operations
Direct: (313) 373-9082 Fax: (877) 382-0232

¹ If FedEx is your preferred return method, please contact us for our FedEx account #.

UPS CampusShip: View/Print Label

- 1. Ensure there are no other shipping or tracking labels attached to your package.
- 2. Fold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
- 3. GETTING YOUR SHIPMENT TO UPS
Customers with a Daily Pickup
Your driver will pickup your shipment(s) as usual.

Customers without a Daily Pickup
Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
Hand the package to any UPS driver in your area.
Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

FOLD HERE

TOWNSHIP OF WEST ORANGE
66 MARH STREET
WEST ORANGE NJ 07052-5404

SHIP TO:
ORIGINAL DOCS/SUB TEAM
(313) 373-0625
QUICKEN LOANS
635 WOODWARD AVE.
DETROIT MI 48226

0.0 LBS LTR

1 OF 1

RS

MI 483 0-03



UPS NEXT DAY AIR

1

TRACKING #: 1Z T88 49T 84 9353 7516



BILLING: P/P
DESC: original docs
RETURN SERVICE

Reference # 1: 3396829564
Reference # 2: Mejia, Sandra


CS 33.0.32. WNTNVS0 97.0A 01/2018



TOWNSHIP OF WEST ORANGE

66 MAIN STREET, WEST ORANGE, N.J. 07052

Department of Planning and Development

ROBERT D. PARISI

Mayor

PLANNING BOARD

Robin Miller, Secretary

Tel: (973) 325-4111

Fax: (973) 325-6359

Email: planningboard@westorange.org

MEMORANDUM

TO: Perry Jambor, Property Maintenance
Will Ordonez, Property Maintenance

FROM: Robin Miller 
Planning Board Secretary

CC: Geniece, Gary-Adams, Zoning Official

DATE: February 20, 2018

RE: **Inspection of Property for Subordination of Mortgage (WOHRP)**

Please contact the following homeowners to schedule an inspection of their property:

Sandra E. Mejia
89 Watchung Avenue, West Orange, NJ 07052
973-666-7173

The inspection is required as part of the application process to subordinate a mortgage they have with the Township under the WOHRP. Upon completion of the inspection, please forward a written report of your findings to the homeowner and a copy to me.

Please note the Subordination of Mortgage resolution is (tentatively scheduled) on the agenda for the February 27, 2018 Council meeting.

Thank you.



AN EQUAL OPPORTUNITY EMPLOYER

www.westorange.org



TOWNSHIP OF WEST ORANGE

66 MAIN STREET, WEST ORANGE, N.J. 07052

Department of Planning and Development

ROBERT D. PARISI

Mayor

Tel: (973) 325-4118

Fax: (973) 325-3959

Email: wordonez@westorange.org

WILLIAM ORDONEZ

Code Enforcement Officer

February 23, 2018

Sandra E. Mejia
89 Watchung Ave.
West Orange NJ 07052
973-666-7173

To Sandra E. Mejia:

Re: Inspection of 89 Watchung Ave. for Subordination of Mortgage

The following violations were observed at 89 Watchung Ave:

18-3.3 Please provide smoke detectors in basement, and 2nd floors of premises by February 27, 2018.

18-3.4 Please provide carbon monoxide detectors in basement and in 2nd floor within 10ft. of bedrooms by February 27, 2018.

25-40.3c Please provide a fire extinguisher in kitchen by February 27, 2018.

14-8.2a5 Please paint exterior wood fence by May 15, 2018.

Note: Permits required for boiler PSE&G installed.

****Please apply for all necessary permits for any violation that requires one.**



AN EQUAL OPPORTUNITY EMPLOYER

www.westorange.org

Sincerely,



William Ordonez
Property maintenance
Inspector

cc: Robin Miller



AN EQUAL OPPORTUNITY EMPLOYER
www.westorange.org



TOWNSHIP OF WEST ORANGE

66 MAIN STREET, WEST ORANGE, N.J. 07052

OFFICE OF THE TAX COLLECTOR

2018 MAR - 7 AM - 9 PM
W.D. PLANNING AND
DEVELOPMENT DEPT.

ROBERT D. PARISI
Mayor
JOANNE GAGLIARDO
Tax Collector

Tel: (973) 325-4075
Fax: (973) 736-9182
Email: Taxcollector@westorange.org

DATE: 3/7/18

PLANNING BOARD
BOARD OF ADJUSTMENT

BLOCK: 131
LOT: 14
NAME: Nelson + Sandra Mejia
ADDRESS: 89 Watchung Ave
SEWER CHARGES:

This is to state that the taxes on the above mentioned property are/~~are not~~ paid to date
until 4/30/18

Office of the Tax Collector

TOWNSHIP OF WEST ORANGE
TAX COLLECTOR
66 MAIN STREET
WEST ORANGE, NJ 07052
PHONE (973) 325-4075
FAX (973) 736-9182

AN EQUAL OPPORTUNITY EMPLOYER
www.westorange.org

Sales Receipt
Organization

Township of West Orange
03/01/2018 11:48 AM
66 Main St
West Orange NJ, 07052

Customer Information

Name: Quicken Loans
Address: 1050 Woodward Avenue
Detroit MI, 48226
Phone: (313) 373-3000
support@communitypass.net

Transaction Item List

DEVELOPER'S FEE - COAH

1 @ \$150.00

\$150.00

Total.....\$150.00

Payment Information

Total Charges.....\$150.00

Check Payment.....\$150.00

CS9949820

Powered by Capturepoint

Application Fee – WOHRP Mortgage Subordination – 89 Watchung Avenue-Sandra E. Mejia

Quicken Loans
Engineered to Amaze

Expense Disbursement
1050 WOODWARD AVE
DETROIT, MI 48226
(313) 373-3000

JP Morgan Chase Bank, N.A.
Detroit, MI 48226

9-32/720

662163

One Hundred Fifty Dollars and 00 Cents

Void after 6 Months

DATE

AMOUNT

February 21, 2018

\$150.00

Pay to the Order of

TOWNSHIP OF WEST ORANGE

Julie Booth

662163 0720003261

935552851

**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-20, STOP INTERSECTIONS, OF
THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, that Lawrence Avenue and Overlook Avenue shall be designated as a Stop Intersection pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate Lawrence Avenue and Overlook Avenue as a Stop Intersection pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(b) and the criteria as set forth by the New Jersey Department of Transportation, Bureau of Traffic Engineering and Investigations has been met.

Section 3. Subsection 7-20, Stop Intersections, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39:4-140 (*italic type denotes deletion, bold type denotes addition*):

Intersection

Stop Sign On:

**Lawrence Avenue and
Overlook Avenue**

Overlook Avenue

Section 4. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY, COUNCIL PRESIDENT

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

INTRODUCED: February 27, 2018

ADOPTED: March 13, 2018

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, designates the intersection of Overlook Avenue and Lawrence Avenue as a Stop Intersection with a Stop Sign to be placed on Overlook Avenue, the minor street. The intersection is a tee intersection. Due to volume of traffic which travels on Lawrence Avenue, the Township's Engineering Division determined that traffic needed to be regulated at this intersection for the safe movement of traffic. Without a Stop Sign on Overlook Avenue, the normal right-of-way rule is not expected to provide a reasonably safe operation of this intersection.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-13,
PARKING PROHIBITED ALL TIMES ON CERTAIN STREETS, OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-13, Parking Prohibited at All Times on Certain Streets, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Sides	Location
<i>Brook End Drive</i>	<i>South</i>	<i>From the easterly curbline of Pleasant Valley Way to a Point 260 feet easterly.</i>

Brook End Drive	Both	Entire Length
------------------------	-------------	----------------------

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not effect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY, COUNCIL PRESIDENT

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

INTRODUCED: February 27, 2018

ADOPTED: March 13, 2018

LEGISLATIVE HISTORY

The proposed Ordinance will prohibit parking on both sides of Brook End Drive for its entire length. Currently parking is only prohibited on the southerly side. The proposed prohibition on both sides of the street is in response to the request of the residents on the street to eliminate on street parking by staff and visitors of Alaris Health which is located at the end of Brook End Drive. A majority of the residents along the street agreed to the parking prohibition on both sides of Brook End Drive.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.1,
HANDICAPPED PARKING ON STREETS, OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-32.1, Handicapped Parking on Streets, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Side	Number of Spaces	Location
Pleasant Valley Way	West	1	Beginning 236 feet south of the southerly curbline of Greenwood Avenue extended and extending 20 feet southerly.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the Essex County Board of Chosen Freeholders.

KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY, COUNCIL PRESIDENT

INTRODUCED: February 27, 2018

ADOPTED: March 13, 2018

LEGISLATIVE HISTORY

This Ordinance is in response to a request from the management staff of the group home at Pleasant Valley Way. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to this address. Such parking stalls are permissible under the laws of New Jersey.