

SOUTH ORANGE VILLAGE
Municipal Offices
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 Essex County
 New Jersey 07079

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RESOLUTION #2021-196

June 28, 2021

RESOLUTION AUTHORIZING THE NEGOTIATION AND EXECUTION OF A SITE DEVELOPMENT ACCESS AGREEMENT WITH STORAGE PLATFORM, LLC.

WHEREAS, the Township of South Orange Village (the "Village") owns property commonly referred to as Founders Park, and also known as 265 Valley Street in South Orange; and

WHEREAS, Storage Platform LLC. owns and wishes to develop all or a portion of the property at 311, 313, 315 and 317 Valley Street and 1 and 15 Lackawanna Place, South Orange; and

WHEREAS, it is necessary for Storage Platform LLC. have access to Founders Park with regard to temporary construction needs and the public use of Founders Park may be curtailed or closed for a limited period of time to permit the safe demolition of existing structures, erection of a building wall, landscaping and relocation of a sewer main.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village that:

1. The annexed Site Development Access Agreement or such agreement in substantially the same form and content is hereby approved.
2. Village President is hereby authorized to execute the attached agreement or an agreement in substantially the same form and content.

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Brown						
Coallier		X	X			
Haskins			X			
Hartshorn Hilton			X			
Jones			X			
Zuckerman	X		X			



CERTIFICATION

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, June 28, 2021.

A handwritten signature in blue ink, appearing to read "Ojetti E. Davis", is written over a horizontal line.

Ojetti E. Davis
Acting Village Clerk

SITE DEVELOPMENT ACCESS AGREEMENT

This **SITE DEVELOPMENT ACCESS AGREEMENT**, entered into this ___ day of June, 2021, by and between Storage Platform LLC (“Storage Platform”), having offices at 157 Columbus Avenue, New York, New York 10023, and the Township of South Orange Village, 76 South Orange Avenue, 3rd Floor, South Orange, New Jersey (the “Village”).

WHEREAS, the Village is the owner of all or a portion of certain real property commonly referred to as Founders Park, and also known as 265 Valley Street, South Orange, New Jersey, identified on the tax map of the Township of South Orange Village, County of Essex, State of New Jersey as Block 2303, Lot 4 (“Founders Park”); and

WHEREAS, Storage Platform wishes to develop all or a portion of certain adjacent real property at 311, 313, 315 and 317 Valley Street and 1 and 15 Lackawanna Place, identified on the tax map of the Township of South Orange Village, County of Essex, State of New Jersey as Block 2303, Lots 1, 2, 3, 13 & 14 (the “Storage Platform Development”) and requires temporary access to Founders Park for construction in the areas depicted on the attached Exhibit A and referred to therein as Temporary Construction Access Area ‘A’ (“Construction Area A”) and Temporary Construction Access Area ‘B’ (“Construction Area B”) (Construction Area A and Construction Area B collectively referred to herein as the “Construction Areas”); and

WHEREAS, the Village wishes to continue to assist Storage Platform in its efforts to implement the Storage Platform Development, including with regard to the temporary construction needs of the Storage Platform Development on the land comprising Founders Park and understand that public use of Founders Park may be curtailed or closed for a limited period of time to permit the safe demolition of existing structures, erection of a building wall, landscaping, and relocation of a sewer main; and

WHEREAS, in order to provide Storage Platform access to begin the development of a certain portion of the Storage Platform Development in and about Founders Park, the Village has agreed to enter into this Site Development Access Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. **Access.** The Village hereby grants access to Storage Platform, along with its agents, employees, engineers, surveyors, appraisers, vendors, contractors, subcontractors and other representatives (collectively, “Storage Platform Representatives”), and any successors or assigns, onto and upon Founders Park on the terms and conditions set forth herein. Any entry by Storage Platform or Storage Platform Representatives onto Founders Park shall be at the sole risk of Storage Platform and Storage Platform Representatives, respectively. Additionally, Storage Platform shall not

permit any liens to be filed against the Village. If any liens are filed against the Village, Storage Platform shall cause same to be discharged within ten (10) business days after receiving notice of same unless Storage Platform requests a reasonable extension of said timeframe as may be appropriate and necessary.

2. **Work.** Storage Platform and Storage Platform Representatives shall have the right to enter onto and upon Founders Park as needed for the design, development, construction, and operation of the Storage Platform Development (collectively, the "Work"). The Work within Founders Park may include, but shall not be limited to, enhancement of landscaping and lighting, installation of a movie screen and a community space ingress/egress, and temporary construction and staging within Construction Area B; and the installation of a new sanitary sewer main and related facilities within Construction Area A. The location of the Construction Areas where the Work shall be performed is shown on the attached Exhibit A. Storage Platform Representatives entering upon Founders Park and/or performing any Work shall be properly licensed, as applicable, and shall have obtained any requisite permits therefore, as may be necessary to conduct any such Work, and, upon request, shall provide to the Village copies of same. Any Work shall be undertaken in accordance and compliance with all applicable laws, rules, regulations and ordinances.

a) **Environmental Work Provisions.** Storage Platform acknowledges and agrees that no "Environmental Work" shall be performed by Storage Platform without the express written approval of the Village which shall require, without limitation, formal designation of a Licensed Site Remediation Professional ("LSRP") for the Village, the express permission for the LSRP to be present for purposes which further the Environmental Work and the ultimate implementation of the Storage Platform Development, and the submission of environmental reporting to certain agencies, including the New Jersey Department of Environmental Protection ("NJDEP"), with a copy to be provided to the Village. Storage Platform shall not knowingly or purposefully discharge any hazardous substances upon Village property or exacerbate any pre-existing environmental conditions upon Village property, which may be reflected or referenced in certain environmental reporting prepared by Storage Platform Representatives, in violation of any applicable environmental laws, rules or regulations.

Further, such express written permission shall require, among other things, that any soil, ground water or other samples taken from or generated at Founders Park and any waste generated during any environmental investigation, including without limitation drill-cuttings and temporary well point or monitoring well purge or development water, by Storage Platform or Storage Platform Representatives may be temporarily stored on Storage Platform property (and not on Village Property) for a period of no more than sixty (60) days prior to its off-site transportation and disposal which shall be at Storage Platform's or Storage Platform Representatives' sole cost and expense and in accordance with all applicable laws. Any hazardous waste manifests and related transportation and disposal forms and records shall identify Storage Platform as the generator of the materials being transported and disposed.

b) **Construction Work Provisions.** Storage Platform shall be responsible for obtaining, in a timely manner, any requisite permits for the Work. Storage Platform shall be responsible for obtaining and closing out any permits which may be required in conjunction with the Storage Platform Development in its entirety. Storage Platform, through its contractors and/or subcontractors, shall provide security on Village property sufficient to protect construction in place and the general welfare of the public to the extent Founders Park is open in any capacity. Storage Platform is responsible for all loss, theft and damage of any construction and/or any materials stored in connection with the Storage Platform Development upon Village property and shall replace all items at its expense (or through "Builder's Risk Insurance") until that portion of the Storage Platform Development upon Village property has been completed.

3. **Consultation and Inspection.** Storage Platform shall be available for consultation with the Village at reasonable times and shall make reasonable arrangements for inspection of the Storage Platform Development by the Village.

4. **Term.** The Agreement shall commence upon execution by the Village and shall continue for a period of two (2) years. The term may be extended by the Village Administrator for a reasonable period of time upon the written request of Storage Platform. Storage Platform shall be permitted to access Founders Park and perform the Work, in accordance with the terms set forth herein, for the length of the term.

5. **Funding for the Storage Platform Development.** Nothing herein is intended to obligate the Village to provide funding or reimbursement for the Storage Platform Development or rehabilitation of disturbed areas of Founders Park that Storage Platform shall repair or improve.

6. **Storage Platform Liaison.** Storage Platform shall designate a Storage Platform employee to serve as the liaison with the Village for this Storage Platform Development.

7. **Insurance.** Prior to any entry onto Founders Park or Village property by or on behalf of Storage Platform and/or Storage Platform Representatives, Storage Platform and/or Storage Platform Representatives shall obtain and maintain during the course of any Work at Founders Park, or shall cause any Storage Platform Representative entering the Founders Park and/or Village property to obtain and maintain the following insurance policies: (i) a commercial general liability and Premises damage insurance policy with at least One Million Dollars (\$1,000,000.00) of aggregate coverage; (ii) pollution contractor's liability insurance with at least One Million Dollars (\$1,000,000.00) of aggregate coverage for any one occurrence; (iii) a commercial automobile insurance policy including owned, hired, rented, or non-owned automotive equipment with a combined single limit of One Million Dollars (\$1,000,000.00); (iv) worker's compensation insurance and Employer's liability insurance covering the activities of all of Storage Platform employees and Storage Platform Representatives accessing Founders Park and/or Village property in the statutorily required amounts. All of the required insurance policies identified above shall be written on an "occurrence"

basis and shall include appropriate endorsements covering contractual liability. The Township of South Orange Village shall be named as an additional insured on all of the required insurance policies. All such policies shall be required to provide the Village with a minimum of ten (10) days' notice of cancellation and endorsed to provide a waiver of subrogation as to Storage Platform and Storage Platform Representatives.

8. **Indemnification.** Storage Platform expressly does not assume any liability or responsibility with regards to any pre-existing environmental conditions on or in Founders Park. Storage Platform hereby agrees to cause any Storage Platform Representatives accessing or working upon Founders Park to indemnify, defend, and hold harmless the Village, its employees, and its agents against all claims, loss, liability and expenses (including reasonable, out-of-pocket attorney fees) made by any person for injuries or damages that are determined to have been caused or sustained by Storage Platform or any Storage Platform Representatives as a result of the Work or any aspect thereof upon Founders Park or Village Park. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

9. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties by hand, by commercial express courier service or by United States Express Mail, addressed to the parties at the addresses set forth below or such other addresses as the parties may designate by notice. All notices shall be deemed given when received (except any notice which is properly addressed and delivered but refused shall be deemed given on the date of refusal).

To the Village: Township of South Orange Village
76 South Orange Avenue, 3rd Floor
South Orange, NJ 07079
Attention: Adam Loehner, Village Administrator

To Storage Platform: Storage Platform LLC
157 Columbus Avenue
New York, New York 10023
Attn.: Tyler Wilkins

With a copies to: Gibbons P.C.
Attn: Andrew J. Camelotto, Esq.
One Gateway Center
Newark, NJ 07102

10. **Construction of Agreement; Modification; Waiver.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against drafter. Provisions of this Agreement may only be supplemented, modified, waived or amended in writing and signed by the parties duly authorized to execute this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Agreement may be executed in one or more

counterparts and by the manual or facsimile signature of the parties hereto. Each of such counterparts, when so executed, shall be deemed an original and when taken together shall constitute a single instrument.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

12. **Assignment.** Storage Platform may, upon written notice to the Village and approval by the Village (which approval shall not be unreasonably withheld), assign this Agreement at any time, to any affiliated entity controlling, controlled by, or under common control with Storage Platform or to an urban renewal entity. Any assignee shall assume any remaining obligations of Storage Platform under this Agreement.

IN WITNESS of the foregoing provisions, the parties have executed and delivered this Agreement as of the date first set forth above:

Witnessed:

STORAGE PLATFORM LLC

Name:

Title:

Witnessed:

TOWNSHIP OF SOUTH ORANGE VILLAGE

Name:

Title: