



State of New Jersey

DEPARTMENT OF TRANSPORTATION
200 Stierli Court, 2nd floor
Mount Arlington, New Jersey 07856-1322

10/26/2020

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

October 26 2020

The Board of Education
2369 Morris Avenue
Union, NJ 07083

Re: Offer to Purchase Temporary Construction Easement
Rt. 82 Caldwell Ave to Lehigh Ave (Sect 1)
Route: 82 Section: 1
Parcel: E32
Owner: THE BOARD OF EDUCATION OF THE TOWNSHIP OF UNION IN
THE COUNTY OF UNION
Street Address: 1000 Caldwell Ave Union, NJ 07083
Block 4217, Lot 1
Project: 100% State

Dear The Board of Education:

It is the understanding of the New Jersey Department of Transportation ("NJDOT") that the above-referenced easement is located on property is owned by you. The easement is located within the proposed site of the planned construction and is being acquired by NJDOT in accordance with the Eminent Domain Act.

Each parcel to be acquired by NJDOT is appraised or evaluated to determine its fair market value. The NJDOT utilized the attached Administrative Determination of Value to evaluate the parcel to be acquired and establish its estimate of just compensation for the acquisition from your property. The report provides the applicable unit value that was relied on to value the parcel.

The components of NJDOT's offer are as follows:

<u>Land</u> (Fee parcel)	<u>Improvements</u> in fee parcel	Damages (to remainder); Easements; Improvements outside of fee parcel	Total Fair Market Value
\$	\$	\$500	\$500

The term of the Temporary Construction Easement shall begin from the date of notice from the State's resident engineer and shall terminate upon completion of the work, which shall be for a projected duration of 1 months. If the State determines that the temporary easement or right needs to be extended in order to complete the work, the term may be extended simply by written notice from the resident engineer to the owner. In the event that the temporary right is extended, payment will be made semi-annually during the extended term of the temporary right based upon the 'per-monthly' rate of \$78.

The following improvements are located in the taking area and are considered to be realty: none

The following items have been determined to be personal property and will be relocated pursuant to NJDOT's relocation procedures: none

Based on NJDOT's environmental screening of your property, there appears to be no reason for further investigation of any clean-up or remediation as required by the New Jersey Department of Environmental Protection. If you know of any contamination or suspect that any is present on your property, it is essential that you provide NJDOT with any information you have about the environmental condition of your property so that a proper and fair appraisal may be made.

It is NJDOT's position that, under state law, NJDOT is not responsible for the cleanup and remediation and removal of any contamination or solid waste which occurred or began prior to the date of vesting of title and possession as provided by the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11g.d(4). (A copy of this statute will be provided upon request.) It also should be understood that the NJDOT's acquisition of your property does not in any way affect the jurisdiction of NJDEP over your property and does not bind NJDEP in any way. If any contamination or solid waste should be discovered on your property during construction of the proposed transportation project, you will be notified orally or in writing. NJDOT would then seek reimbursement from you for the costs incurred to remediate the property. Whether the purchase of your property is accomplished through agreement or through condemnation proceedings, the respective documents will contain language stating NJDOT's position regarding your environmental responsibility as the current owner as discussed above. Copies of the environmental provisions in the standard purchase agreement and condemnation complaint are enclosed for your information.

In the event the purchase of your property can be accomplished through agreement, you will be asked to sign an Agreement which will then be submitted to the Commissioner of Transportation for approval. There shall be no binding agreement until the Commissioner or his designated representative executes the Agreement. Enclosed for your reference is a standard Agreement which contains provisions required by NJDOT.

If you have any questions regarding the offer to purchase the property on the enclosed map or regarding any condition of purchase, please contact the following person at NJDOT:

Angelina Okwuego
200 Stierli Court
Mt. Arlington NJ 07856

Telephone: 973-810-9191
Fax: 973-601-0010
Email: angelina.okwuego@dot.nj.gov

Very truly yours,



Angelina Okwuego
Realty Specialist 2

Sent USPS : 7019 1120 0000 774 8932

CLAUSE A - NO CONTAMINATION DETECTED

6. The amount of compensation offered by plaintiff to the property owner is \$ 500.00 , which amount assumes that the property is free of contamination or has been remediated. This amount was calculated in the manner set forth in Exhibit C, attached hereto and made a part hereof.

7. Plaintiff hereby reserves any and all rights it has or may have to recover in a separate action or by any administrative means, against defendant property owner or any third parties, for release of the funds retained in the Superior Court Trust Fund and for reimbursement of all costs of remediation and/or cleanup of contamination and/or removal of solid waste and/or sanitary landfill closure that have been or may be incurred in the future by reason of conditions which were in existence as of or prior to the date of vesting of title and possession pursuant to N.J.S.A. 20:3-19. Plaintiff further reserves the right to seek, at its sole discretion, any and all available legal, administrative and equitable remedies to compel defendants to remediate and/or clean up the property in accordance with applicable state and federal statutory and regulatory provisions or to remove solid waste or carry out closure of a sanitary landfill if located on the subject property. Pursuant to N.J.S.A. 58:10-23.11g.d(4), plaintiff is not liable for the cleanup and removal costs of any discharge which occurred or began prior to New Jersey Department of Transportation's ownership. Plaintiff does not accept any liability for pre-existing contamination and/or solid waste, whether now known or subsequently discovered.

8. Plaintiff has caused the subject property to be inspected for the existence of contamination and/or solid waste and has found no indication of contamination and/or solid waste which would require that further investigation or other affirmative action be undertaken in accordance with New Jersey Department of Environmental Protection guidelines and regulations. The owner of record has not provided to plaintiff any information that would necessitate further investigation of the subject property. Plaintiff has provided notice to the owner of record of the property as to the results of the above-referenced inspection (Exhibit C). Furthermore, plaintiff has valued the property as if it has been remediated in accordance with applicable regulatory requirements and subject to the imposition of any conditions as to use except as noted in the appraisal and subject to paragraph 7 above.

Notwithstanding the results of plaintiff's inspection, plaintiff does not accept liability for any pre-existing contamination or solid waste, known or unknown, except for the project costs of on-site remediation at known levels. Plaintiff reserves the right to amend the complaint if additional or higher levels of contamination or solid waste are subsequently discovered within the subject property and to move for appropriate relief under law and equity, including but not limited to, seeking an order that the Clerk of the Superior Court shall not release any funds remaining on deposit until the additional or higher levels of contamination are remediated and/or cleaned up by the owner of record or until any solid waste is properly removed or closure is performed by the owner of record in accordance with applicable state and federal standards, and to move for any other relief, including administrative relief, which may be necessary to protect plaintiff's rights and interests.