

REAL PROPERTY AUCTION

**PREMISES: 49 EAST PASSAIC STREET
ROCHELLE PARK, NEW JERSEY**

**DATE OF
AUCTION: AUGUST 29, 2019 AT 10:00 AM**

AUCTION PROCEDURE:

The auction will be opened, as set forth in the advertisement, at 10:00 AM on August 29, 2019.

The minimum bid to be considered will be \$400,000.00.

Subsequent bids will be accepted in \$5,000.00 intervals.

The highest bid received will be received by the Township and the auction will be closed.

Upon closing of the auction, the successful bidder will be required, in accordance with the terms of the advertisement, to deliver a certified or bank check in the amount of \$40,000.00 to the Township of Rochelle Park representing the deposit.

The successful bidder will also be required to execute, in triplicate, the Contract of Sale and Rider attached hereto.

INSPECTION OF PROPERTY

Access to the subject property will be provided for inspection purposes by contacting:

Vikki Healey Properties
25 West Pleasant Avenue
Maywood, New Jersey 07607
Attn: Mr. Theodore Gustenhoven

Main: 201-881-7900
Mobile: 201-321-4402
Fax: 201-881-7917

DOCUMENTS/EXHIBITS ATTACHED:

1. COPY OF BID ADVERTISEMENT
2. CERTIFIED COPY OF TOWNSHIP COMMITTEE
RESOLUTION
3. COPY OF DEED TO TOWNSHIP OF ROCHELLE PARK
DATED JUNE 30, 2015.
4. COPY OF TITLE INSURANCE POLICY.
5. COPY OF LOCATION SURVEY
6. COPY OF CONTRACT FOR SALE OF REAL ESTATE
WITH RIDER ATTACHED.

ADVERTISEMENT

***SALE OF REAL ESTATE BY THE TOWNSHIP OF
ROCHELLE PARK***

PREMISES: 49 EAST PASSAIC STREET
ROCHELLE PARK, NEW JERSEY

BLOCK: 50.01

LOT: 1

(FORMERLY LOTS: 1 AND 2)

DATE OF AUCTION: AUGUST 29, 2019

TIME OF AUCTION: 10:00 AM

***PLACE OF AUCTION: 151 WEST PASSAIC STREET
ROCHELLE PARK, NEW JERSEY
(in council chambers/court room)***

***PLEASE TAKE NOTICE that the Township of Rochelle
Park has authorized the public sale, at auction, of the premises
described above and also known as the "Captain Tyson House"***

***The public auction shall take place at the above time and
place at which time any member of the public may bid for said
purchase upon the following terms and conditions:***

- a. Bidding shall commence at the price of \$400,000.00 which will be the minimum bid price.
- b. At the time of auction, the successful bidder shall be required to deposit 10% of the minimum bid price in the form of a certified check or bank check in the amount of \$40,000.00 payable to the Township of Rochelle Park.
- c. The Township Committee reserves the right to reject all bids based upon any reason which it deems appropriate.
- d. Closing of title shall take place within thirty (30) days of the date on which the Township Committee accepts the successful bid.
- e. The property is specifically sold in "as is, where is" condition.
- f. The sale to the highest bidder shall be free of all liens and other encumbrances.
- g. The sale is subject to all existing zoning regulations and restrictions.
- h. The successful bidder shall be given the opportunity to consult with the local historical commission and Captain Tyson House Committee with regard to plans for renovations in an additional effort to retain the character of the property, however, although said consultation shall be in good faith, the suggestions from the historical and Tyson House Committee shall not be binding upon the successful bidder.
- i. Subject to the terms, conditions and obligations of Resolution 2019-108
- j. The successful bidder obligation shall NOT be subject to securing financing to complete the purchase. .
- k. The subject property is certified eligible for official historical listing.

- l. An informational package together with a copy of the Contract for Sale to be executed by the successful bidder is available from the Office of the Township Clerk.
- m. The Township Committee will either accept or reject the successful bid within thirty (30) days of date of auction.

Any questions regarding the public sale at auction may be directed to:

- a. Robert Davidson, Township Administrator 201-587-7730
- b. Joseph J. Rotolo, Esq., Township Attorney 201-343-0088

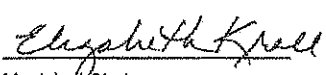
By Order of the Township Committee
Resolution No. 2019-108

TOWNSHIP OF ROCHELLE PARK

RESOLUTION NO. 2019 - 108

**A RESOLUTION – AUTHORIZING THE PUBLIC AUCTION OF A CERTAIN
TOWNSHIP OWNED PROPERTY PURSUANT TO N.J.S.A. 40A:12-13 OF THE LOCAL
LAND AND BUILDINGS LAW**

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN	
							I hereby certify that the above Resolution was
							duly adopted by the Township Committee of the
COMM. BONIFACE	X		X				Township of Rochelle Park at a meeting held
COMM. LIBASSI				X			On April 24, 2019
COMM. VOJNICH			X				
COMM. WARREN		X	X				
MAYOR KAZIMIR				X			


Municipal Clerk

WHEREAS, the Township Committee previously determined that property located at 49 East Passaic Street, Rochelle Park, New Jersey was no longer needed for public purposes; and

WHEREAS, subsequent to having made that determination, an auction was scheduled in accordance with the provisions of law; and

WHEREAS, the terms of the sale which controlled that auction imposed restrictions on the future use and development of the subject property; and

WHEREAS, the auction sale which was conducted did not result in any responsive bids for the purchase of the subject property; and

WHEREAS, the Township Committee discussed this matter in more detail and have determined that it would be in the best interest of the Township to attempt, once again, to sell the subject property with less restrictive conditions

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Rochelle Park, County of Bergen, State of New Jersey as follows:

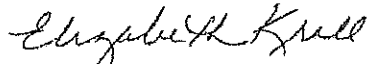
1. The sale of the property owned by the Township of Rochelle Park and located at 49 East Passaic Street, Rochelle Park, New Jersey be and is hereby authorized.

Resolution #2019 – 108 cont.

2. The sale shall be conducted in accordance with the provisions of N.J.S.A. 40A:12-13 of the Local Lands and Buildings Law.
3. There shall be no specific restrictions imposed upon the future use and development of the subject property other than as set forth in local zoning ordinances and regulations. The Township Committee, however, shall be proceeding with consideration of rezoning the subject property to allow additional residential and commercial uses.
4. The minimum bid to be entertained will be \$400,000.00.
5. The Township Committee reserves the right to reject any and all bids for any reason.
6. The Township Attorney and Township Clerk are authorized to take any action which is necessary in order to facilitate the auction sale in accordance with the provisions of law including the required publication and notices that are required by the same.
7. Vikki Healey Properties of Maywood, New Jersey, a licensed Real Estate Broker, is hereby retained as Listing Broker in accordance with the provisions of law, in order to facilitate the marketing of the subject property. This company shall be compensated at a commission of 5% of the gross purchase price received for the property.
8. The auction to be conducted in connection with the sale of the property shall take place no later than August 30, 2019.
9. The successful bid shall not be subject to securing mortgage financing in order to facilitate the purchase.

NOW THEREFORE BE IT FURTHER RESOLVED that the Township Clerk be and she is hereby authorized and directed to forward certified copies of the within Resolution to the Township Attorney, Township Auditor, Chief Financial Officer and Vikki Healey Real Estate.

Attest:



Elizabeth Kroll
Municipal Clerk

RE
to
hg. 246

15-052670 Deed - Exempt
V Bk: 01994 Pg: 1394-1400 Rec. Fee \$93.00
John S. Hogan, Bergen County Clerk
Recorded 07/17/2015 11:45:18 AM

Prepared by:

Marilyn E. Sadowski
MARILYN E. SADOWSKI, ESQ.

DEED

This Deed is made on June 30, 2015,

BETWEEN the Estate of Henry F. Schempp, Jr., deceased, by Brian Croker, Co-Executor, whose address is 40 Alize Drive, Kinnelon, New Jersey 07405, and by Francine O'Reilly, Co-Executor, who address is 43 Peek Street, Rochelle Park, New Jersey 07662, the Grantor,

AND the Township of Rochelle Park, a Municipal Corporation of the State of New Jersey, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Six Hundred Thousand Dollars and No Cents (\$600,000.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Rochelle Park, County of Bergen, Block No. 50.01 Lot Nos. 1 and 2.

Property. The property consists of the land and all the buildings and structures on the land in the Township of Rochelle Park, County of Bergen and State of New Jersey.

BEING commonly known as 49 East Passaic Street, Rochelle Park, New Jersey 07662.

BEING more fully described on Schedule A which is attached hereto and made a part hereof.

BEING the same premises originally acquired by Francis X. Schempp and Henry F. Schempp, Jr., as joint tenants with right of survivorship by deed from Matilda C. Schempp, widow, dated February 2, 1979, recorded February 26, 1979, in the Clerk's Office of the County of Bergen, New Jersey in Deed Book 6487, page 518.

Said Francis X. Schempp died on 2/16/99 leaving Henry F. Schempp, Jr. as surviving joint tenant.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A
(Continued)

File No. MS-87731 OR

LEGAL DESCRIPTION

All that certain lot, parcel or tract of land, situate and lying in the Township of Rochelle Park, County of Bergen and State of New Jersey being more particularly described as follows:

FIRST TRACT:

STARTING at a point in the southerly line of Passaic Street distant thereon 437.15 feet from the corner formed by the intersection of the southerly line of Passaic Street with the easterly line of Rochelle Avenue as shown on map entitled, "Property of George Peek formerly Charles M. Oldie", filed March 16, 1915, as Map #1546, from thence running

- 1) South 47 degrees 24 minutes West 3.86 feet to the westerly right of way line of ramp of New Jersey State Highway Route 17 (formerly Route 2) section six; thence
- 2) Along said right of way line along the arc of curve bearing to the right with a radius of 409.92 feet an arc distance of 79.79 feet to the principle point or place of BEGINNING; thence
- 1) Along said right of way line along the arc of a curve bearing to the right with a radius of 409.92 feet an arc distance of 124.39 feet to a point; thence
- 2) South 47 degrees 24 minutes West 146.25 feet to a point; thence
- 3) North 42 degrees 36 minutes West 120 feet to a point; thence
- 4) North 47 degrees 24 minutes East 25 feet to a point; thence
- 5) South 42 degrees 36 minutes East 3.53 feet to a point; thence
- 6) North 47 degrees 24 minutes East 163.53 feet to the point or place of BEGINNING.

TRACT TWO:

STARTING at a point in the southerly line of Passaic Street, distant thereon 437.15 feet from the corner formed by the intersection of the southerly line of Passaic Street with the easterly line of Rochelle Avenue as shown on map entitled, "Property of George Peek formerly Charles M. Oldie", filed March 16, 1915 as Map #1546, from thence running

- 1) South 47 degrees 24 minutes West 3.86 feet to the westerly right of way line of ramp of New Jersey State Highway Route 17, section six; thence
- 2) Along said right of way line along the arc of curve bearing to the right with a radius of 409.92 feet an arc distance of 204.18 to the principle point or place of beginning; thence
- 1) Along said right of way line of the arc of curve bearing to the right with a radius of 409.92 feet an arc distance of 16.01 feet to a point of compound curve in said right of way line; thence

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A
(Continued)

File No. MS-87731 OR

- 2) Still along said right of way line along the arc of a curve bearing to the right with a radius of 753.77 feet an arc distance of 222.39 feet to the point of intersection of the southeasterly prolongation of the northeasterly line of Lot 158 as shown on map entitled, "Third Map of George C. Stein and Elise Stein, Rochelle Park, Bergen County, New Jersey" filed December 19, 1938, as Map #3016; thence
- 3) North 42 degrees 36 minutes West 186.55 feet to a point; thence
- 4) North 47 degrees 24 minutes East 146.25 feet to the principle point or place of BEGINNING.

EXCEPTING and reserving therefrom an easement of 10 feet in width granted to the Township of Rochelle Park, for sewer purposes. Said easement passes through the most southerly corner of a hereinabove described parcel.

SUBJECT to slope rights (given to State of N. J. along Rt. #17).

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lots 1 & 2 in Block 50.01 on the Township of Rochelle Park Tax Map.

FOR INFORMATIONAL PURPOSES ONLY: BEING COMMONLY KNOWN AS 49 East Passaic Street, Rochelle Park, NJ 07662

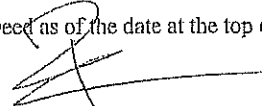
Said Henry F. Schempp, Jr. died testate on 11/3/13 leaving a Will dated 5/16/13 and probated on 11/14/13 in the Bergen County Surrogate's Office (Docket # 2013-4226, Case # M-264232). In accordance with said Will, all Rest, Residue and Remainder was devised as follows: 20% to sister, Matilda Houlden; 10% to niece Catherine Croker; 10% to nephew, Francis Croker; 10% to niece, Ellen Corbisello; 10% to nephew, Timothy Croker; 10% to nephew, Brian Croker; 10% to niece, Joanne Williams; 10% to niece Maureen Zeleznock; and 10% to niece, Francine O'Reilly.

Brian Croker and Francine O'Reilly were appointed Co-Executors with full power of sale.

SUBJECT to such facts as an accurate survey might disclose.

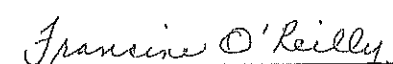
Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.



BY: BRIAN CROKER, CO-EXECUTOR
OF THE ESTATE OF HENRY F. SCHEMP, JR.

(Seal)



BY: FRANCINE O'REILLY, CO-EXECUTOR
OF THE ESTATE OF HENRY F. SCHEMP, JR.

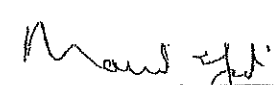
(Seal)

STATE OF NEW JERSEY)

COUNTY OF BERGEN)

I certify that on June 30, 2015, BRIAN CROKER and FRANCINE O'REILLY personally came before me and acknowledged under oath, that they:

- (a) were the makers of this deed;
- (b) executed this deed as their own act; and,
- (c) made this Deed for \$600,000.00 and other good and valuable consideration as the full and actual consideration paid to or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)



MARILYN E. SADOWSKI
Attorney at Law, State of New Jersey

RECORD AND RETURN TO:

JOSEPH J. ROTOLO, ESQ.

50 Summit Avenue

Hackensack, New Jersey 07601



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

GIT/REP-3
(3-06)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)		
Name(s) Estate of Henry F. Schempp, Jr. <i>Brian Cohen and Francine O'Reilly, Co-Executors</i>		
Current Resident Address: Street: 49 East Passaic Street City, Town, Post Office Rochelle Park		
State	Zip Code	
NJ	07662	

PROPERTY INFORMATION (Brief Property Description)		
Block(s) 50.01	Lot(s) 1 and 2	Qualifier
Street Address: 49 East Passaic Street		
City, Town, Post Office Rochelle Park	State NJ	Zip Code 07662
Seller's Percentage of Ownership 100%	Consideration \$600,000.00	Closing Date June 30, 2015

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)	
1. ☒	I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐	The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐	I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐	Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐	Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐	The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
7. ☐	The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐	Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION	
The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.	
<i>6/30/15</i> Date	<i>Francine O'Reilly</i> Signature (Seller) Please Indicate If Power of Attorney or Attorney In Fact
<i>6/30/15</i> Date	<i>[Signature]</i> Signature (Seller) Please Indicate If Power of Attorney or Attorney In Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1988, as amended through Chapter 66, P.L. 2004)
To be recorded with deed pursuant to Chapter 49, P.L. 1988, as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 ET SEQ.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY	SS. County Municipal Code	FOR RECORDER'S USE ONLY
COUNTY OF <u>Bergen</u>	<u>254</u>	Consideration \$ <u>Exempt</u>
MUNICIPALITY OF PROPERTY LOCATION <u>Rochelle Park</u>		RTF paid by seller \$ <u>Exempt</u>
		Date By <u>[Signature]</u>

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instruction #3 and 4 on reverse side.)

(Name)
deposes and says that he/she is the Est. of Henry F. Schempp, in a deed dated 6.30.2015 transferring .
(Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
real property identified as Block Number 50.01 Lot Number 1 and 2 located at
49 East Passaic Street, Rochelle Park and annexed thereto
(Street Address, Town)

(2) CONSIDERATION \$ 600,000.00 (See Instructions #1 and #5 on reverse side)

(3) Property transferred is Class 4A 4B 4C. (circle one) If Class 4A, calculation in Section 3A is required.

(3A) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY
TRANSACTIONS: (See Instructions #5A and 7 on reverse side)
Total Assessed Valuation + Director's Ratio = Equalized Valuation

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C.49, P.L. 1988, as amended through Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

Distribution by the executor for the estate.

(5) PARTIAL EXEMPTION FROM FEE (See Instructions #8 on reverse side)

PARTIAL EXEMPTION FROM FEE EXEMPTION FROM FEE (See Instruction #7 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66 P.L. 2004 for

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (See Instruction #9 on reverse side for A or B)
- B. BLIND PERSON Grantor(s) ☐ legally blind or,
DISABLED PERSON Grantor(s) ☐ permanently and totally disable Receiving disability payments ☐ Not gainfully employed*
Senior citizens, blind or disabled persons must also meet all of the following criteria
- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of the State of New Jersey
☐ One- or two-family residential premises. ☐ Owners as joint tenants must all qualify.

IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY

C. LOW AND MODERATE INCOME HOUSING (See Instruction #7 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy
☐ Meets income requirements of regl. ☐ Subject to resale control

(6) NEW CONSTRUCTION (See Instruction #9 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed

(7) Deponent makes this Affidavit to induce the county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 66, P.L. 2004.

Subscribed and sworn to before me
this 30 day of June 2015

[Signature]
Marilyn E. Sadowski

Attorney at Law
State of NJ

Signature of Deponent

Signature of Henry F. Schempp Jr.
Grantor Name

40 Alize Drive, Kinnelon, NJ 07405

Deponent Address

791

Last 3 digits in Grantor's Social Security Number

40 Alize Drive, Kinnelon, NJ 07405

Marilyn E. Sadowski

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County Recording Officers shall forward one copy of each Affidavit or Consideration for Use by Seller when Section 3A is completed.
STATE OF NEW JERSEY - DIVISION OF TAXATION
PO BOX 251

TRENTON, NJ 08646-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/ppt/localtax.htm.

OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:
MAIN STREET TITLE & SETTLEMENT SERVICES
190 MAIN STREET
SUITE 305
HACKENSACK, NJ 07601
PHONE: (201) 487-6949

 COPY



Policy Number **OX-09820439** File Number: MS-87731

Issued by Old Republic National Title Insurance Company

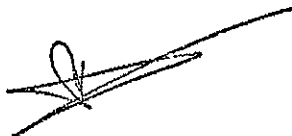
Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

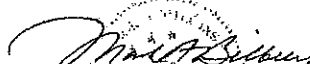
1. Title being vested other than as stated in Schedule A.
 2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
 3. Unmarketable Title.
 4. No right of access to and from the Land.
 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
- if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:



Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

ALTA Owner's Policy of Title Insurance

SCHEDULE A

Name and Address of the Title Insurance Company:
Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

File No.: MS-87731OR

Policy No.: OX-09820439

Address Reference: 49 East Passaic Street, Rochelle Park, NJ 07662

Amount of Insurance: \$600,000.00

Premium: \$ 2,500.00

Policy Date: July 17, 2015

1. Name of Insured:

Township of Rochelle Park

2. The estate or interest in the Land that is insured by this Policy is:

Fee Simple

3. Title is vested in:

Township of Rochelle Park by virtue of a Deed from Estate of Henry F. Schempp, Jr., deceased, by Brian Croker, Co-Executor and Francine O'Reilly, Co-Executor, dated June 30, 2015 and recorded July 17, 2015 in the Clerk's Office for the County of Bergen, in Book V-1994, Page 1394.

4. The Land referred to in this policy is described as follows:

Located in: Township of Rochelle Park, Bergen County, New Jersey

See Schedule A continued for Legal Description

Countersigned:
Main Street Title & Settlement Services

Issued at:
190 Main Street
Suite 305
Hackensack, NJ 07601
Telephone: 201-487-6949 Fax: 201-487-5526



Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

ALTA Owner's Policy of Title Insurance

SCHEDULE A
(continued)

File No.: MS-87731OR

Policy No.: OX-09820439

LEGAL DESCRIPTION

All that certain lot, parcel or tract of land, situate and lying in the Township of Rochelle Park, County of Bergen and State of New Jersey being more particularly described as follows:
Rochelle Park, Bergen County, New Jersey" filed December 19, 1938, as Map #3016; thence

BEGINNING at a point in the westerly line of East Passaic Street, where the same is intersected by the division line between Lot 1 and Lot 183 in Block 50.01, as shown on the Township of Rochelle Park Assessment Map, said point being distant 520.80 feet southeasterly, from the intersection of the said westerly line of East Passaic Street, produced northwesterly, with the southerly line of Rochelle Avenue, produced northeasterly, and from said point to beginning running;

- 1) Southeasterly and along the said westerly line of East Passaic Street, and the westerly line of New Jersey State Highway Route 17, formerly New Jersey State Highway Route 2, as shown on said Assessment Map, curving to the right, along a curve having a radius of 409.92 feet, an arc length of 140.40 feet, 48 seconds East to a point of compound curve; thence
- 2) Southeasterly and still along the said westerly line of New Jersey State Highway Route 17, formerly New Jersey State Highway Route 2, as shown on said Assessment Map, curving to the right, along a curve having a radius of 753.77 feet, and arc length of 222.02 feet, a chord length of 221.22 feet, and a chord bearing of south 3 degrees 54 minutes 13 seconds East, to the division line between Lot 2 and Lot 157 in Block 50.01 as shown on said Assessment Map; thence
- 3) Northwesterly and along the said division line between Lot 2 and Lot 157, and the division line between said Lot 2 and Lots 158, 159, 160, 161 and 162, and the division line between Lot 1 and Lots 163, 164, 165, 166 and 167, all in Block 50.01, as shown on said Assessment Map, north 42 degrees 36 minutes 00 seconds West, 306.55 feet to the division line between said Lot 1 and Lot 168 in Block 50.01 as shown on said Assessment Map; thence
- 4) Northeasterly and along the said division line between Lot 1 and Lot 168 in Block 50.01, as shown on said Assessment Map, north 47 degrees 24 minutes 00 seconds East, 25.00 feet to a point; thence

The above description is drawn in accordance with a survey made by Job & Job Consulting Engineers, dated 5/5/2015.

EXCEPTING and reserving therefrom an easement of 10 feet in width granted to the Township of Rochelle Park, for sewer purposes. Said easement passes through the most southerly corner of a hereinabove described parcel.

SUBJECT to slope rights (given to State of N. J. along Rt. #17).

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lots 1 & 2 in Block 50.01 on the Township of Rochelle Park Tax Map.

FOR INFORMATIONAL PURPOSES ONLY: BEING COMMONLY KNOWN AS 49 East Passaic Street, Rochelle Park, NJ 07662

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

ALTA Owner's Policy of Title Insurance

SCHEDULE B

EXCEPTIONS FROM COVERAGE

File No.: MS-87731OR

Policy No.: OX-09820439

Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of:

1. Notwithstanding any provision of the policy to the contrary, any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
2. Right or claims of parties in possession of the land not shown by the public records.
3. Subsurface conditions and/or encroachments not disclosed by an instrument of record.
4. TAXES, CHARGES AND ASSESSMENTS: The payment of all taxes, assessments, water and sewer charges, up through and including the current installments.
5. Lien of unpaid taxes for the year 2015. Taxes are paid through the 2nd quarter of 2015. Subsequent taxes not yet due and payable.
6. Easement(s) as set forth in Deed Book 1745 Page 121 and on Filed Map No. 3016.
7. Slope Rights as set forth in Deed Book 1870 Page 116.
8. Subject to the right of the State of New Jersey to limit access to and from the insured premises & State Highway Route 17, which abuts it.

Endorsement



Attached to Policy No. OX-09820439

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No.: MS-87731 OR

Exception No. 1 is removed. Notwithstanding any provision in the policy to the contrary, unless an exception is taken in Schedule B, the policy insures against loss arising from any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title. The following matters shown on a survey made by Job & Job Consulting Engineers, dated 5/5/2015, are added to Schedule B:

1. Stone Wall, Light Pole and Stone and Dirt Driveway extend into right-of-way of East Passaic Street.
2. Possible mislocation of Fence along Southwesterly line of herein described premises.
3. Gore located on the Northwesterly portion of subject property.

This policy does not insure against errors or inaccuracies in the survey with respect to matters which do not affect title.

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

Issued through the Office of:

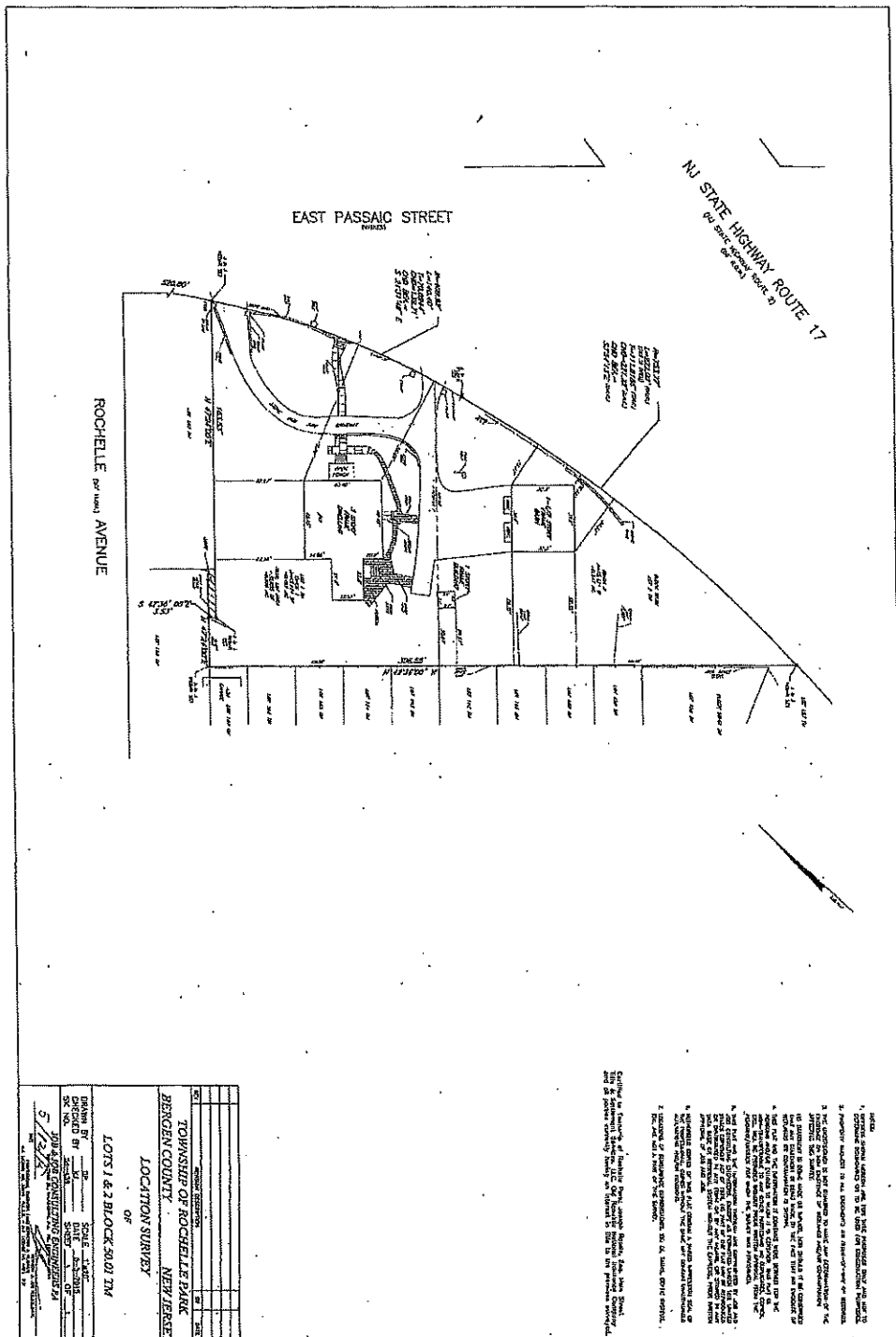
MAIN STREET TITLE & SETTLEMENT SERVICES

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By President

Attest Secretary



1. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey.

2. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey.

3. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey.

4. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey.

5. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey. The proposed development is shown on the attached map and is located within the Township of Rochelle Park, Benson County, New Jersey.

REV	REVISION DESCRIPTION	BY	DATE
TOWNSHIP OF ROCHELLE PARK BERGEN COUNTY NEW JERSEY			
LOCATION SURVEY OF LOTS 1 & 2 BLOCK 50.01 TM			
DRAWN BY <u>DP</u>		SCALE <u>1'=20"</u>	
CHECKED BY <u>KJ</u>		DATE <u>5-5-2015</u>	
SK NO. <u>54-439</u>		SHEET <u>1</u> OF <u>1</u>	
JOB & JOB CONSULTING ENGINEERS PA 108 HUDSON ST., HACKENSACK, N.J. TEL. (201) 487-8754			

5/12/15

[Signature]

NOTES:

1. OFFSETS SHOWN HEREON ARE FOR TITLE PURPOSES ONLY AND NOT TO DETERMINE BOUNDARIES OR TO BE USED FOR CONSTRUCTION PURPOSES.
2. PROPERTY SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAY OF RECORDS.
3. THE UNDERSIGNED IS NOT QUALIFIED TO MAKE ANY DETERMINATION OF THE EXISTENCE OR NON EXISTENCE OF WETLANDS AND/OR CONTAMINATION AFFECTING THIS SURVEY.

NO STATEMENT IS BEING MADE OR IMPLIED, NOR SHOULD IT BE CONSTRUED THAT ANY STATEMENT IS BEING MADE BY THE FACT THAT NO EVIDENCE OF WETLANDS OR CONTAMINATION IS SHOWN.
4. THIS PLAT AND THE INFORMATION IT CONTAINS WERE DERIVED FOR THE PERSONS AND/OR ENTITIES TO WHOM IT IS CERTIFIED. THIS PLAT IS NON-TRANSFERABLE TO ANY OTHER PARTIES AND NO DUPLICATES, COPIES, ETC., WILL BE PROVIDED WITHOUT PRIOR WRITTEN APPROVAL FROM THE PERSONS/ENTITIES FOR WHOM THE SURVEY WAS PERFORMED.
5. THIS PLAT AND THE INFORMATION THEREON ARE COPYRIGHTED BY JOB AND JOB CONSULTING ENGINEERS. EXCEPT AS PERMITTED UNDER THE UNITED STATES COPYRIGHT ACT OF 1976, NO PART OF THE PLAT MAY BE REPRODUCED OR DISTRIBUTED IN ANY FORM OR BY ANY MEANS, OR STORED IN ANY DATA BASE OR RETRIEVAL SYSTEM WITHOUT THE EXPRESS, PRIOR WRITTEN APPROVAL OF JOB AND JOB.
6. AUTHORIZED COPIES OF THIS PLAT CONTAIN A RAISED IMPRESSION SEAL OF THE PROFESSIONAL. COPIES WITHOUT THE SAME MAY CONTAIN UNAUTHORIZED ALTERATIONS AND/OR REVISIONS.
7. LOCATIONS OF SUBSURFACE IMPROVEMENTS, EG: OIL TANKS, SEPTIC SYSTEMS, ETC. ARE NOT A PART OF THIS SURVEY.

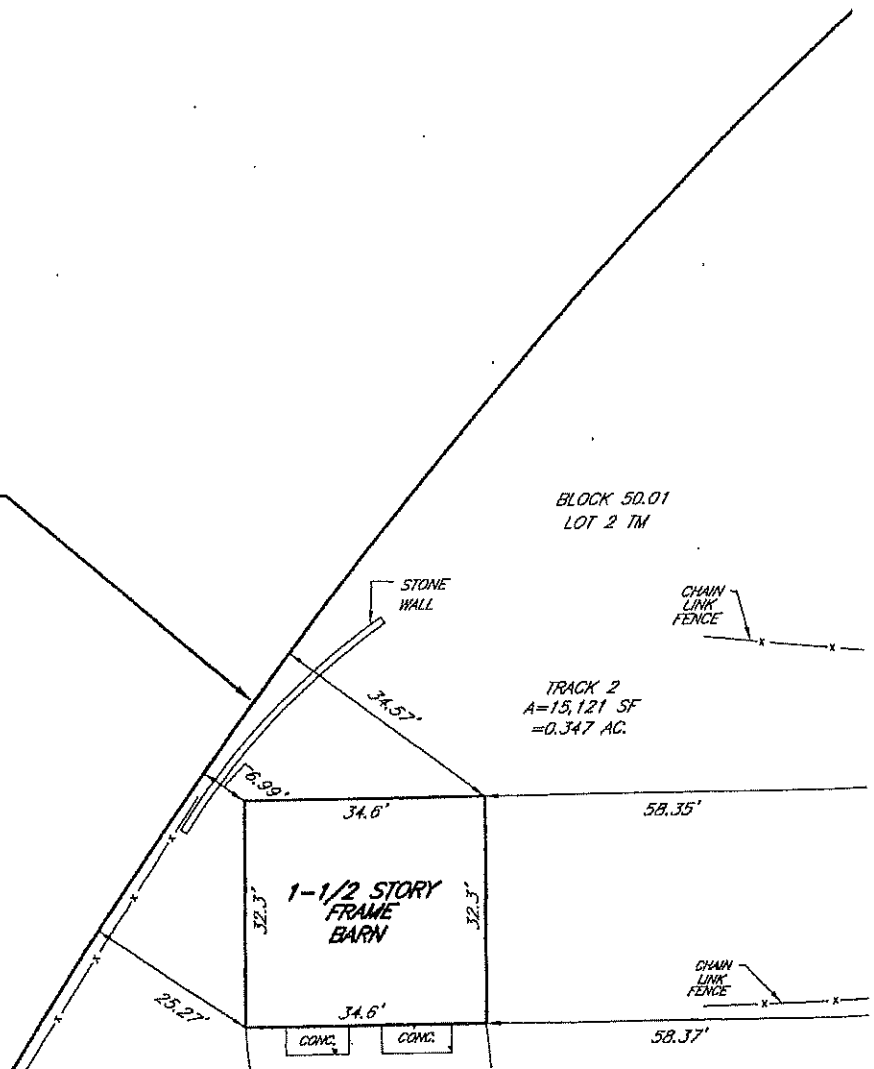
Certified to Township of Rochelle Park; Joseph Rotolo, Esq. Main Street
Title & Settlement Services, LLC, Old Republic National Insurance Company
and all parties currently having an interest in title to the premises surveyed.

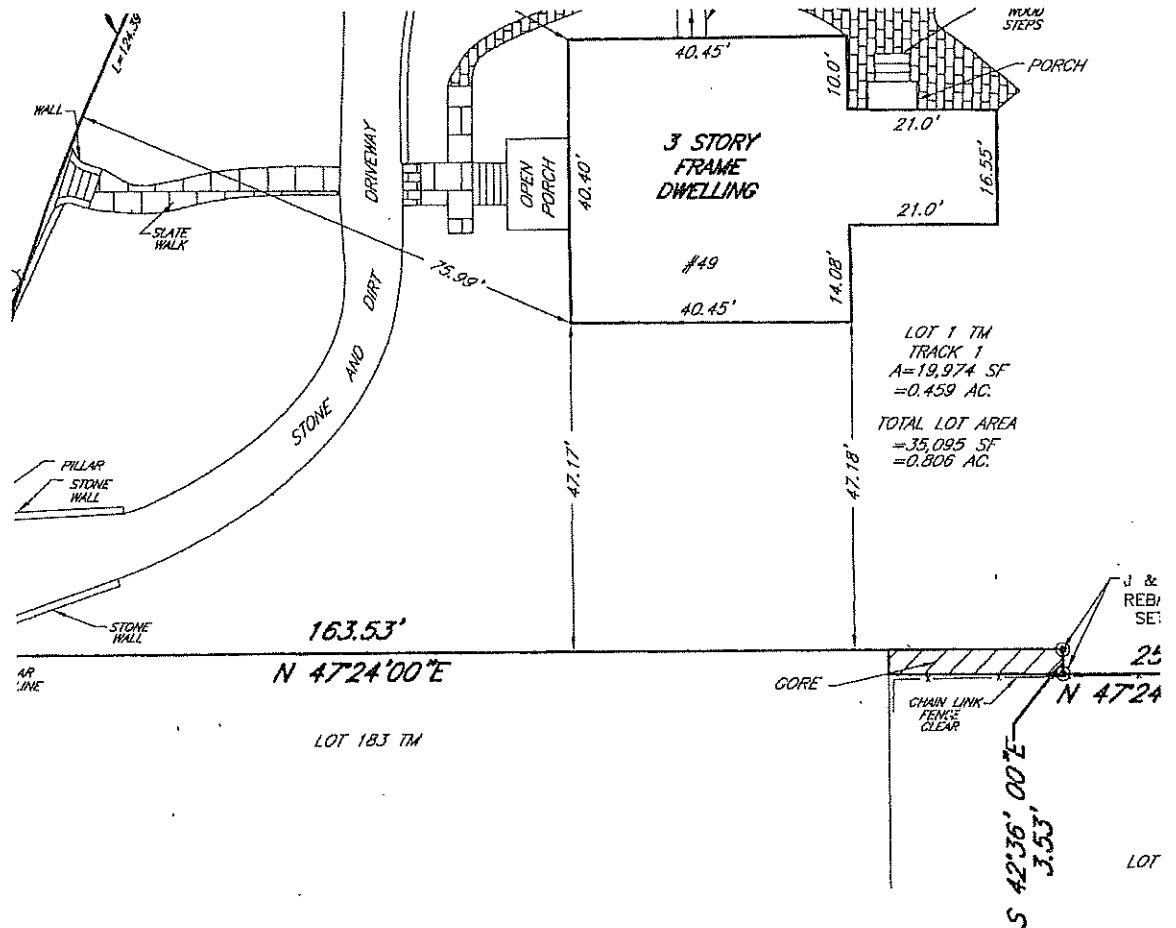
EAST PASSAI
(VARIES)

J & J -
REBAR SET

NJ STATE HIGHWAY
(NJ STATE HIGHWAY
(80' R.O.)

$R=753.77'$
 $L=222.02'$ (CALC.)
 (222.39 DEED)
 $T=111.8186'$ (CALC.)
 $CHD=221.22'$ (CALC.)
 $CHD BEA.=$
 $S35^{\circ}54'13"E$ (CALC.)





ROCHELLE (50' R.O.W.) AVENUE

Contract for Sale of Real Estate

This Contract for Sale is made on August 29, 2019,

BETWEEN

(Include Soc. Sec. No.)

THE TOWNSHIP OF ROCHELLE PARK

whose address is 151 WEST PASSAIC STREET

ROCHELLE PARK, NEW JERSEY 07662

referred to as the "Seller,"

AND

(Include Soc. Sec. No.)

whose address is _____

referred to as the "Buyer,"

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. **Purchase Agreement.** The Seller agrees to sell and the Buyer agrees to buy the Property (called the "Property") described in this Contract.
2. **Property.** The Property to be sold consists of: (a) the land and all of the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this Contract. The real Property to be sold is commonly known as 49 EAST PASSAIC STREET

in the TOWNSHIP of ROCHELLE PARK in the County of BERGEN

and State of New Jersey. It is shown on the municipal tax map as lot 1, 2 in block 50.01.

This Property is more fully described in the attached Schedule A.

3. **Purchase Price.** The purchase price is \$ _____
4. **Payment of Purchase Price.** The Buyer will pay the purchase price as follows:
Previously paid by the Buyer (initial deposit) \$ _____
Upon signing of this Contract (balance of deposit) \$ _____
Balance to be paid at closing of title, in cash or by certified or bank cashier's check or attorney's trust account check (subject to adjustment at closing). \$ 0.00
5. **Time and Place of Closing.** The closing date cannot be made final at this time. The Buyer and Seller agree to make TBD, the estimated date for the closing. Both parties will fully cooperate so the closing can take place on or before the estimated date. The closing will be held at 151 WEST PASSAIC STREET, ROCHELLE PARK, NEW JERSEY
6. **Transfer of Ownership.** At the closing, the Seller will transfer ownership of the Property to the Buyer. This transfer of ownership will be free of all claims and rights of others except as provided in other parts of this Contract. The Seller will give the Buyer a properly executed deed and an adequate Affidavit of Title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.
7. **Type of Deed.** A deed is a written document used to transfer ownership of Property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a deed known as bargain and sale with covenants against grantors' acts.
8. **Physical Condition of the Property.** This Property is being sold "As Is," except for paragraph 10 as required by Federal Regulation. The Seller does not make any claims or promises about the condition or value of any of the Property included in this sale. The Buyer has inspected the Property and relies on this inspection and any rights which may be provided for in other parts of this Contract.
9. **Risk of Loss.** The Seller is responsible for any damage to the Property, except for normal wear and tear, until the closing.

10. **Lead Paint.** The Buyer acknowledges that:

- ☐ The Seller has provided the Buyer with an EPA-approved lead hazard information pamphlet.
☐ The Seller has attached to this Contract a Lead Warning Statement (see ASL form NC132).
☒ The Seller has disclosed the presence of known lead-based paint and/or lead-based paint hazards and has provided additional information concerning the known lead-based paint and/or lead-based paint hazards, or has indicated no knowledge of the presence of lead-based paint and/or lead-based paint hazards.
☐ The Seller has provided the Buyer with a list of any records or reports available to the Seller pertaining to lead-based paint and/or lead-based paint hazards or Seller has indicated that no such records or reports are available.

11. **Lead Paint Sale Contingency.** This Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until 9 p.m. on the tenth calendar-day after the signing of this Contract by all parties for housing built before 1978. [Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet, "Protect Your Family from Lead in Your Home," for more information.] This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written Contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within 0 days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the Property in "As Is" condition or this Contract shall become void. The Buyer may remove this contingency at any time without cause. (42 U.S.C. 4852d) (61FR 9064).

12. **Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.)**

- (a) **Applicability:** If the property (i) has a potable water supply furnished by a private well located on the property, or (ii) the potable water supply is furnished by a well that has fewer than 15 service connections or that does not regularly service an average of at least 25 individuals daily at least 60 days out of the year, then the water supply must be tested as a condition of the sale.
(b) **Testing Parameters:** The water test must conform with the parameters established in the Private Well Testing Act and any additional parameters as required by the Department of Environmental Protection.
(c) **Disclosure:** Closing of title shall not occur unless both the Buyer and the Seller have received and reviewed a copy of the water test results. At closing, the Buyer and Seller shall certify in writing that they have received and reviewed the water test results.

13. If this Contract is for the sale of a new residential property, a Notification Regarding Off-Site Conditions MUST be attached to notify the purchaser regarding off-site conditions which may affect the value of this property. New Residential Construction Off-Site Conditions Disclosure Act, P.L. 1995, c. 253 (C. 46:3C-1 et seq.) (see ASL form No. 132).

14. **Complete Agreement.** This Contract is the entire and only agreement between the Buyer and the Seller. This Contract replaces and cancels any previous agreements between the Buyer and the Seller. This Contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller also promises that she/he has not made any other Contract to sell the Property to anyone else.

15. **Parties Liable.** This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

SIGNED AND AGREED TO BY:

Witnessed or Attested by:

Date Signed:

08/29/2019

, Buyer

As to Buyer(s)

08/29/2019

, Buyer

As to Seller(s)
ELIZABETH KROLL, TOWNSHIP CLERK

THE TOWNSHIP OF ROCHELLE PARK, Seller

, Seller

RIDER TO CONTRACT FOR SALE OF REAL ESTATE

SELLER: THE TOWNSHIP OF ROCHELLE PARK

BUYER:

**PREMISES: 49 WEST PASSAIC STREET
ROCHELLE PARK, NEW JERSEY**

DATE OF CONTRACT: AUGUST 29, 2019

DATE OF THIS RIDER: AUGUST 29, 2019

-
1. In all instances where this Rider conflicts with the terms and conditions of the Contract of Sale to which this is attached the terms and conditions of this Rider shall be deemed controlling.
 2. Notwithstanding any provisions of the Contract of Sale to the contrary, whenever notice to the other party is required by the terms of this Contract or the Rider thereto, notice by way of facsimile to the other party's attorney shall be deemed adequate notice.

All notices required hereunder may be sent by regular mail and/or facsimile, Monday through Friday between the hours 9:00 AM and 6:00 PM. Any facsimile sent/received after 6:00 PM shall be deemed sent/received at the start of the following business day.

3. Any errors and omissions in computing apportionments at the time of closing shall be corrected and payment made to the proper party promptly after discovery. This paragraph shall survive the closing of title.
4. All representations set forth in the Contract on behalf of the Seller are made to the best of the Sellers' actual knowledge, information and belief.
5. The Buyer has specifically accepted the subject property in "as is, where is" condition. The Buyer acknowledges the condition of the subject property and has conducted all required "due diligence" with regard to the condition of the property prior to the date of this Contract.
6. Notwithstanding the condition set forth in the preceding paragraph, the Buyer shall be permitted reasonable access to the subject property for conducting

measurements, preparing plans, etc., however, this paragraph shall not provide the Buyer with any basis to withdraw from this Contract regardless of the conditions determined during the course of that access. Buyer has, in fact, been given reasonable access prior to the date of this Contract in order to satisfy itself as to the character, quality and condition of the subject property.

7. This Contract also specifically incorporates by reference all of the terms, conditions and obligations set forth in the Township Committee Resolution No. 2019-108 attached hereto as well as the terms, conditions and obligations of the advertisement for the auction at which the subject property was sold.
8. The sale of the subject property is made subject to all currently existing and applicable zoning ordinances and regulations. The Seller makes no guarantees or representations of any kind as to the ability to use the subject property for any purpose other than that which is permitted under the current zoning code.

WITNESS/ATTEST:

TOWNSHIP OF ROCHELLE PARK, SELLER

BY:

ELIZABETH KROLL
TOWNSHIP CLERK

MICHAEL KAZIMIR
MAYOR

, BUYER

clerk@rochelleparknj.gov

From: Joseph Rotolo <rotolo.law@verizon.net>
Sent: Tuesday, August 6, 2019 12:59 PM
To: clerk@rochelleparknj.gov
Subject: RE: 49 E. Passaic Street

It is not ready yet. I will have it done by tomorrow but I have not decided yet if it should be released before the first publication date

From: clerk@rochelleparknj.gov [mailto:clerk@rochelleparknj.gov]
Sent: Tuesday, August 6, 2019 11:38 AM
To: 'Joseph Rotolo'
Subject: 49 E. Passaic Street

Hi Joe. Do you have the "packet" that should be on file here re: 49 E. Passaic? Liz

Sincerely,

Elizabeth Kroll – RMC
Township Clerk
Township of Rochelle Park
151 West Passaic Street
Rochelle Park, NJ 07662
201-587-7730 ext. 202
201-556-0581 fax
clerk@rochelleparknj.gov

clerk@rochelleparknj.gov

From: clerk@rochelleparknj.gov
Sent: Wednesday, July 3, 2019 9:04 AM
To: 'Joseph Rotolo'
Subject: RP 49 E. Passaic Street

Hi Joe. Do you want to go over the time frame (advertising and bid) of the Tyson House next week. I feel like the time is slipping by. Liz

Sincerely,

Elizabeth Kroll – RMC
Township Clerk
Township of Rochelle Park
151 West Passaic Street
Rochelle Park, NJ 07662
201-587-7730 ext. 202
201-556-0581 fax
clerk@rochelleparknj.gov

clerk@rochelleparknj.gov

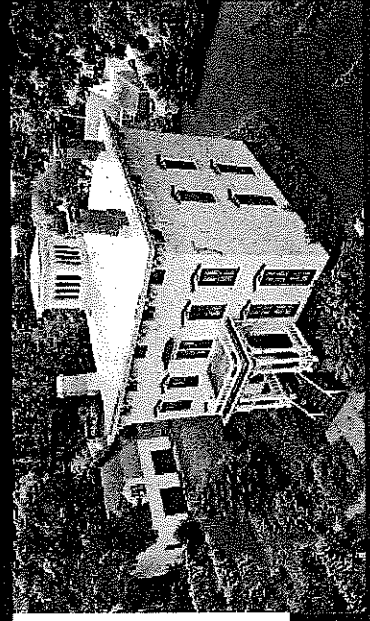
From: admin@rochelleparknj.gov
Sent: Wednesday, June 26, 2019 2:38 PM
To: mkazimir@rochelleparknj.gov; linda Boniface; mwarren@rochelleparknj.gov;
mvojnich@rochelleparknj.gov; nlibassi@rochelleparknj.gov
Cc: 'Liz Kroll'
Subject: Billboard Advertisement for the Tyson House
Attachments: William Tyson Billboard photo 2.jpg

See attachment. Ad should be on the Billboard either this evening or tomorrow. Vikki used her graphic designer. This will be on all three boards, 2 on Rt 17 and one on Rt80E.

Bob

The Captain William Tyson House

Historic Property on .94 Acre | Rochelle Park, NJ



For Auction Information Contact:

VIKKI HEALEY
PROPERTIES

THE HEALEY GROUP

201.881.7900

clerk@rochelleparknj.gov

From: mvojnich@rochelleparknj.gov
Sent: Tuesday, June 18, 2019 1:02 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov;
nlibassi@rochelleparknj.gov; lboniface@rochelleparknj.gov; Robert Davidson; Liz Kroll;
depclerk@rochelleparknj.gov
Subject: RE: 49 East Passaic Street

It's listed on the realtor's website

https://www.vikkihealey.com/-/listing/301075845/49-E-Passaic-Street-Rochelle-Park-NJ-07662?content_index=5184786

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, June 18, 2019 9:13am
To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
mvojnich@rochelleparknj.gov, nlibassi@rochelleparknj.gov,
lboniface@rochelleparknj.gov
Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll"
<clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: 49 East Passaic Street

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue
Hackensack, New Jersey 07601

Tel: 201-343-0088
Fax: 201-343-0006

**FRAUD ALERT - DO NOT WIRE TRANSFER UNLESS YOU SPEAK TO ME
PERSONALLY BY PHONE OR IN PERSON**

****ALWAYS PERSONALLY VERIFY ANY REQUEST FOR PAYMENT OR WIRE
TRANSFER BY PHONE BEFORE SENDING ANYTHING – BEWARE OF FRAUD.**

clerk@rochelleparknj.gov

From: Joseph Rotolo <rotolo.law@verizon.net>
Sent: Thursday, June 13, 2019 9:34 AM
To: vhealey@vikkihealey.com; tedgustenhoven@gmail.com
Cc: Robert Davidson; Liz Kroll; mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov; lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; mvojnich@rochelleparknj.gov
Subject: 49 East Passaic Street
Importance: High

Good Morning,

As we discussed when we met yesterday the Township Committee reviewed the possibility or re-zoning the above property in order to expand the possible uses.

The Committee has decided not to change the zone. Therefore you should proceed based upon the current zoning (residential) which allows single family residential, municipal buildings and community residences. Note that there are several conditional uses as well.

Thanks

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue
Hackensack, New Jersey 07601

Tel: 201-343-0088

Fax: 201-343-0006

FRAUD ALERT - DO NOT WIRE TRANSFER UNLESS YOU SPEAK TO ME PERSONALLY BY PHONE OR IN PERSON

****ALWAYS PERSONALLY VERIFY ANY REQUEST FOR PAYMENT OR WIRE TRANSFER BY PHONE BEFORE SENDING ANYTHING – BEWARE OF FRAUD.**

CONFIDENTIAL: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If the reader of this message is not the intended recipient(s), you are notified that you have received this message in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please delete this message and notify the sender immediately. Please note that any communication or information set forth in this transmission may be protected by the Attorney - Client privilege.

clerk@rochelleparknj.gov

From: Joseph Rotolo <rotolo.law@verizon.net>
Sent: Thursday, June 13, 2019 1:18 PM
To: vhealey@vikkihealey.com
Cc: Robert Davidson; Liz Kroll
Subject: RE: 49 East Passaic Street

You should probably take a look at the zoning ordinance as well.

It is one family zone. The community residence is defined in the ordinance. Basically group home for persons with developmental disabilities

From: vhealey@vikkihealey.com [mailto:vhealey@vikkihealey.com]
Sent: Thursday, June 13, 2019 11:56 AM
To: Joseph Rotolo
Subject: Re: 49 East Passaic Street

What do you mean by community residences? Also does current zoning allow for two family use? Thank you,

Vikki Healey
Vikki Healey Properties
25. W. Pleasant Ave.
Maywood, NJ 07607
201.881.7900 (office)
201.321.4849 (cell)
Vhealey@vikkihealey.com

On Jun 13, 2019, at 9:34 AM, Joseph Rotolo <rotolo.law@verizon.net> wrote:

Good Morning,

As we discussed when we met yesterday the Township Committee reviewed the possibility or re-zoning the above property in order to expand the possible uses.

The Committee has decided not to change the zone. Therefore you should proceed based upon the current zoning (residential) which allows single family residential, municipal buildings and community residences. Note that there are several conditional uses as well.

Thanks

JOSEPH J. ROTOLO, ESQ.

Residential

MLS #

County: BERGEN Town: Rochelle Park Block: 00050 Suffix: _____ Lot: 00001 Suffix: _____
 Street #: 49 N.S.E.W: E Name: Passaic st Mode: _____ Price: \$400,000 Zip: 07682
 Directions: east of Rochelle Ave. Listing Date: _____ Expiration Date: Apr 30, 2020
 Owner (Last, First Name): Township of Rochelle Park Exceptions: No
 Owner Address (if different): _____ Owner Phone #: (201) 881-7900
 Listing Broker ID #: 2169 Listing Salesperson ID #: 1180 Co-Listing Salesperson ID #: 51667
 Agency Disclosure Seller's Agent: Yes Transaction Broker: _____
 Comp. BA (Buyer's Agent): 2.5% -250 Comp. TA (Transaction Agent): 2.5%-250 Comp. Sub (Subagent): _____
 Dual Commission Arrangement: No Exclusive Agency: No
 Rooms: 17 Bedrooms: 8 Full Baths: 3 Half Baths: 0 Solar Yes/No: _____ Solar Leased/Owned: _____
 Style: Col Substyle: Victrn Taxes: 14563 Approx. Lot Dimensions: _____
 Approx. Lot Sq. Ft.: 40945 Approx. Lot Frontage: 345 Sewer: Municipal Water Source: Municipal
 Ground Floor: _____ Schools _____
 1st Floor: El, Lr, Fdr,Elk, Fam rm, library, full bath EL: _____
 2nd Floor: 4 large brs,full bath, 2 servant Qt JH: _____
 3rd Floor: 4 brs, Lr, elk, full bath SH: _____
 Basement: Full, part finished
 Items Included: _____ Easements: None Known
 Items Not Included: _____ Municipal Assessments: None Known
 Possession: 91-120 For Lease: No
 Showing Instructions/Agent Remarks: (Will not appear on Customer Report)

Customer Remarks

Historic Captain William Tyson House situated on nearly one Acre with outbuildings in prime central Bergen County location is for sale at auction to highest bidder. Showing dates and times are scheduled as follows: Architecturally significant, this Italianate showcase boasts 3 floors and a cupola, with 10 bedrooms, 8 fireplaces, 10-foot ceilings, hardwood floors, and original moldings and details. Special zoning will allow for residential use, professional offices, and . Please call listing agents for further information regarding bid process and any additional questions.

Exclusive Listing Agreement between Broker and Seller from: Listing Date: _____ Expiration Date: Apr 30, 2020

In consideration of listing and endeavoring to procure a purchaser for the property described above at the listed price of \$400,000 with a possession date of 30-60 days Seller (the word "Seller" includes all owners whose signatures appear on the bottom of this Listing Agreement) hereby grant to the Broker the Sole and Exclusive Right to Sell the above described property based on the terms and conditions contained in this Agreement.

Seller further agrees to pay the Broker a compensation of 5 %. If the compensation is a percentage, it shall be a percentage of the offering price or of any sales price accepted by the Seller. This compensation shall be earned by the Broker and payable to the Broker if the property is sold by the Seller, the Broker, or through any other source, during the term of this Exclusive Right to Sell Listing Agreement.

Seller represents that this property is not and will not be Exclusively Listed with any other Broker during the term of this Listing Agreement. Seller further represents that the property is not and will not be listed for Rent during the term of this Listing Agreement unless mutually agreed upon terms and conditions are negotiated with the Broker.

"As a Seller you have the right to individually reach an agreement on any fee, compensation, or other valuable consideration with any Broker. No fee, compensation, or other consideration has been fixed by any governmental authority or by any trade association or multiple listing service." Nothing in this Agreement is intended to prohibit an individual Broker from independently establishing a policy regarding the amount of fee, compensation, or other valuable consideration to be charged in transactions by the Broker.

I, Theodore Guatenhoven (name of licensee), as an authorized representative of Vikki Healey Properties, LLC (name of firm), intend, as of this time, to work with you as a:

Seller's Agent Only, Transaction Broker, Y Seller's Agent and Disclosed Dual Agent if the opportunity arises."

**Separate informed consent form must be executed by Broker/Seller/Buyer

In the event that the property, or any part of it, described in this Agreement becomes subject to a written or other agreement by the Buyer and Seller or their designees, or is sold, conveyed, leased or in any way transferred within 30 days days after the expiration of this Agreement to anyone to whom the Seller, Broker or the Broker's salesperson, sub-agent (participating Broker/cooperating Broker) or a Buyers' Broker/Buyers' Agent or a Transaction Broker/Transaction Agent had introduced the property during the term of this Exclusive Right to Sell Listing, the compensation as indicated above shall be earned by the Broker and payable to the Broker by the Seller, unless the Seller executes a new Exclusive Right to Sell Listing Agreement during the protection period.

Seller represents that Seller is the Owner of the above described property and Seller has the full authority to enter into this Agreement. If this Agreement is executed by anyone other than the Owner of the property, Owner represents that the individual or individuals is/are acting on behalf of the Owner and that the individual or individuals has/have furnished the Broker with a copy of that written authorization. Seller and Broker further represent that no other terms or conditions exist other than those that are contained in this Agreement.

Seller acknowledges that he/she has read this Agreement, the New Jersey Attorney General's Memorandum, the Key Box Agreement printed on the reverse side, and has received the Consumer Information Statement and a fully executed copy of this Agreement which contains accurate information.

Authorization is hereby granted by Seller to submit this listing to the New Jersey Multiple Listing Service for distribution to all Broker members.
☐ Unless this box is checked, Seller authorizes listing to appear on all real estate web sites authorized by the Board of Directors.
☐ Unless this box is checked, the property address will appear on all web sites.

Sales Associate Signature _____ Owner Signature X. Rob Danziger
 Broker/Manager Signature _____ Owner Signature _____
 Print Owner Name Township of Rochelle Park Owner Phone # 201-587-5550 Realtor Phone # (201) 321-4402
 Print Owner Name _____ Date _____

Information herein deemed reliable but not guaranteed.

Revised 04/2018

New Jersey Multiple Listing Service, Inc.
 160 Terrace St., PO Box U, Haworth, NJ 07641



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
P.O. BOX 089
140 EAST FRONT STREET, 6TH FLOOR
TRENTON, NJ 08625-0089

GURBIR S. GREWAL
Attorney General

CRAIG SASIHARA
Director

TO: Property Owners

FROM: Gurbir S. Grewal, Attorney General, State of New Jersey
Craig Sashihara, Director, NJ Division on Civil Rights

DATE: August 2018

SUBJECT: Housing Discrimination Laws

The New Jersey Real Estate Commission requires every licensed broker or salesperson with whom you list your property to give you a copy of this notice. The purpose is to help you comply with the New Jersey Law Against Discrimination (the "LAD") and federal laws prohibiting discrimination in the sale or rental of real property.

In New Jersey, it is illegal to discriminate against a prospective or current buyer or tenant because of race, creed, color, national origin, sex, gender identity or expression, marital status, civil union status, affectional or sexual orientation, familial status, pregnancy or breastfeeding, actual or perceived physical or mental disability, ancestry, nationality, domestic partner status, source of lawful income used for mortgage or rental payments, or liability for service in the Armed Forces of the United States. It is also illegal to place any advertisement or make any statements or utterances that express, directly or indirectly, any limitations to offer housing or real estate based on any of those characteristics.

State and federal fair housing laws apply to a wide range of activities such as advertising, selling, renting, leasing, subleasing, assigning and showing property (including open land). Here are some issues that come up frequently in enforcing the LAD:

- Discrimination based on "source of lawful income used for mortgage or rental payments," means, for example, that a landlord cannot reject a prospective tenant because he or she intends to rely on a Section 8 rental voucher, FEMA voucher issued to Superstorm Sandy victims, or other types of rent subsidies.
- A "No Pets" rule cannot be enforced to prevent a person with a disability from using a service or guide dog. A landlord may not charge a tenant with a disability an extra fee for keeping a service or guide dog.
- Discrimination based on "familial status" prohibits discrimination against families with a child or children under 18 years old, and includes pregnant women.
- Landlords must permit a tenant with a disability—at that tenant's own expense—to make reasonable modifications to the premises if such modifications are needed to give the tenant full enjoyment of the premises.

Penalties. If you commit a discriminatory housing practice that violates the LAD, you may be subject to penalties not exceeding \$10,000 for a first violation, not exceeding \$25,000 for a second violation within five years of the first offense, and not exceeding \$50,000 for two or more violations within seven years.

Other remedies. Victims of discrimination may recover economic damages related to the discrimination (such as having to pay higher rent for another unit) as well as damages for emotional distress, pain and humiliation. In more egregious cases, a victim may also recover punitive damages.

Brokers. The broker or salesperson with whom you list your property must transmit to you every written offer he/she receives on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the general real estate laws of the State and the Commission's own rules and regulations. The broker or salesperson must refuse your listing if you indicate an intent to discriminate based on any of the protected classes.

Exemptions. The sale or rental of property (including open land) whether for business or residential purposes, is covered by the LAD. In most cases, the following sales or rentals are exempt from the LAD¹:

- Renting one apartment in a two-family dwelling if the owner lives in the other apartment.
- Renting a room or rooms in a one-family dwelling if the owner lives in the same dwelling.
- A religious organization can give preference to persons of the same religion when selling or renting real property.
- In certain types of housing designated for older persons, it is not unlawful to discriminate based on familial status.

For more information about the LAD and Fair Housing Amendments Act of 1988, or if you have other questions about discrimination in the sale or rental of real property, including how to report a complaint, please review our website www.NJCivilRights.gov or call our Housing Hotline at (866) 405-3050. Please contact us if you would like the Division on Civil Rights to provide training on the subject of housing discrimination. Thank you.

Gurbir S. Grewal
Attorney General

Craig Sashihara
Director, Division on Civil Rights

1. Discrimination in connection with some of the transactions covered by these exemptions may nevertheless be prohibited under the *Federal Civil Rights Act of 1966, 42 U.S.C. 1981, 1982.*

KEY BOX OPERATION

A key box is a small safe, which is secured to the outside of the house. Within the box is placed a key to the house, which will permit access to the premises. The key box itself is locked and can only be opened with non-duplicative entry cards. These entry cards are distributed to each Broker's office, which is a participant in the New Jersey Multiple Listing Service, Inc. The major advantage of a key box system, to the homeowner, is that it permits Brokers to show the house to prospective purchasers even when the owner is not at home. Since a home may be visited by a Broker and prospective customers when the owner is not present, the owner is encouraged not to leave articles such as money, small jewelry items, etc., in the open. From time to time the MLS has been advised that items have been found to be missing during the term of a listing. The homeowner is urged to take precautions as he or she deems appropriate. Although most of the homes that are listed through the New Jersey Multiple Listing Service, Inc. employ the key box operation because of its great advantage to the homeowner, there is no obligation on any individual owner to do so.

**ADDENDUM TO NJMLS
REAL ESTATE LISTING/COMMISSION AGREEMENT
COMMISSION SPLITS**

MLS Number: _____

Property Address: 49 E Passaic st

Town: Rochelle Park

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT."

SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF 2.5% -250 TO POTENTIAL COOPERATING BROKERS.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT, THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

Sales Associate Signature _____

Owner Signature

X 

Broker/Manager Signature _____

Owner Signature _____

Print Owner Name _____

Township of Rochelle Park

Owner Phone _____

Realtor Phone (201) 321-4402

Print Owner Name _____

Date _____

Information herein deemed reliable but not guaranteed.

New Jersey Multiple Listing Services, Inc.
160 Terrace St., PO Box U, Haworth, NJ 07641

Revised 06/2010_A

ADDENDUM A
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT ABOUT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

I. LEAD PAINT WARNING

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. PROPERTY ADDRESS: 49 E Passaic st

TOWN: Rochelle Park

III. SELLER'S DISCLOSURE (Initial and complete sections a, b, & c) (To be completed and signed at time of listing)

Init RD (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
☒ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Init RD (b) Records and Reports available to the seller (check one below):
☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.
☒ Seller has the following reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing, all of which seller has provided to its listing agent, and has directed its listing agent to provide purchaser or purchaser's agent with these records and reports prior to seller accepting any offer to purchase (list documents below):
RD To Be Submitted

Init RD (c) If there is any change in the above information prior to seller accepting an offer from the purchaser to purchase, seller will disclose all changes to the purchaser prior to accepting the offer.

IV. SELLER'S CERTIFICATION OF ACCURACY

Seller(s) have reviewed the Seller's Disclosure in Section III and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

☒ Seller Rita Dancy Date 1 / 1 Seller _____ Date 1 / 1

V. LISTING AGENT'S CERTIFICATION OF ACCURACY

Listing Agent certifies that he/she has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Listing Agent _____ Date 1 / 1

VI. PURCHASER'S ACKNOWLEDGMENT (Initial) (The Seller's Disclosure in Section III and Certification in Section IV and the Listing Agent's Certification in Section V to be completed and signed prior to purchaser signing this Addendum A.)

____ (a) Purchaser has received copies of all information listed in Section III above.
____ (b) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
____ (c) Purchaser has (check one below):
☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

VII. PURCHASER'S CERTIFICATION OF ACCURACY

Purchaser(s) have reviewed the Purchaser's Acknowledgement in Section VI and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

Purchaser _____ Date 1 / 1 Purchaser _____ Date 1 / 1

VIII. SELLING/BUYER'S AGENT'S CERTIFICATION OF ACCURACY

Selling/Buyer's Agent certifies that the purchaser has received the information in section VI (a) and (b).

Selling/Buyer's Agent _____ Date 1 / 1

clerk@rochelleparknj.gov

From: Joseph Rotolo <rotolo.law@verizon.net>
Sent: Wednesday, June 5, 2019 9:42 AM
To: vhealey@vikkihealey.com; Admin@rochelleparknj.gov
Cc: tedgustenhoven@gmail.com; Liz Kroll
Subject: RE: 49 E. Passaic Street/ The Tyson House

Importance: High

Good Morning Ms. Healey,

Could you please forward me a copy of the listing agreement in connection with the above that you have signed? It does not appear that the copies that I have are signed by you.

Please also send a copy to Liz Kroll, the Township Clerk.

Also, would you be able to meet on Wednesday evening or late afternoon June 12th to discuss this matter?

Please let me know.

Thank you.

Joe

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue
Hackensack, New Jersey 07601

Tel: 201-343-0088
Fax: 201-343-0006

FRAUD ALERT - DO NOT WIRE TRANSFER UNLESS YOU SPEAK TO ME PERSONALLY BY PHONE OR IN PERSON

****ALWAYS PERSONALLY VERIFY ANY REQUEST FOR PAYMENT OR WIRE TRANSFER BY PHONE BEFORE SENDING ANYTHING – BEWARE OF FRAUD.**

clerk@rochelleparknj.gov

From: Vikki Healey <vhealey@vikkihealey.com>
Sent: Wednesday, June 5, 2019 12:13 PM
To: rotolo.law@verizon.net; Admin@rochelleparknj.gov
Cc: clerk@rochelleparknj.gov; tedgustenhoven@gmail.com
Subject: FW: Attached Image
Attachments: 1012_001.pdf

Hello, Mr. Rotolo:

I have attached executed copies of the listing documents for your files.

We would welcome the opportunity to meet on Wednesday, June 12th in either the late afternoon or in the evening, although late afternoon would be preferable. Please just let us know the particulars.

Thank you,
Vikki Healey

clerk@rochelleparknj.gov

From: Vikki Healey <vhealey@vikkihealey.com>
Sent: Wednesday, June 5, 2019 1:50 PM
To: 'Joseph Rotolo'; Admin@rochelleparknj.gov
Cc: clerk@rochelleparknj.gov; tedgustenhoven@gmail.com
Subject: RE: Attached Image

OK

From: Joseph Rotolo [mailto:rotolo.law@verizon.net]
Sent: Wednesday, June 05, 2019 1:21 PM
To: vhealey@vikkihealey.com; Admin@rochelleparknj.gov
Cc: clerk@rochelleparknj.gov; tedgustenhoven@gmail.com
Subject: RE: Attached Image

Thanks. See you then (in municipal building).

From: Vikki Healey [mailto:vhealey@vikkihealey.com]
Sent: Wednesday, June 5, 2019 1:04 PM
To: 'Joseph Rotolo'; Admin@rochelleparknj.gov
Cc: clerk@rochelleparknj.gov; tedgustenhoven@gmail.com
Subject: RE: Attached Image

Sounds perfect for me and for Ted. Thank you.

From: Joseph Rotolo [mailto:rotolo.law@verizon.net]
Sent: Wednesday, June 05, 2019 12:22 PM
To: vhealey@vikkihealey.com; Admin@rochelleparknj.gov
Cc: clerk@rochelleparknj.gov; tedgustenhoven@gmail.com
Subject: RE: Attached Image

How about 4:30 on Wednesday?

From: Vikki Healey [mailto:vhealey@vikkihealey.com]
Sent: Wednesday, June 5, 2019 12:13 PM
To: rotolo.law@verizon.net; Admin@rochelleparknj.gov
Cc: clerk@rochelleparknj.gov; tedgustenhoven@gmail.com
Subject: FW: Attached Image

Hello, Mr. Rotolo:

I have attached executed copies of the listing documents for your files.

We would welcome the opportunity to meet on Wednesday, June 12th in either the late afternoon or in the evening, although late afternoon would be preferable. Please just let us know the particulars.

Thank you,
Vikki Healey

clerk@rochelleparknj.gov

From: mvojnich@rochelleparknj.gov
Sent: Thursday, May 16, 2019 1:55 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov;
lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll;
depclerk@rochelleparknj.gov
Subject: RE: Tyson House Sale

Thanks Joe. Please write up the proposed business uses ASAP so we can get it moving and for the realtor to be able to include in their advertisements. Will we be meeting with a representative from Vikki Healey Properties to discuss the auction? We should so we get the right kind of buyers to attend.

-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Thursday, May 16, 2019 1:13pm
To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
mvojnich@rochelleparknj.gov, lboniface@rochelleparknj.gov,
nlibassi@rochelleparknj.gov
Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll"
<clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: Tyson House Sale

See attached correspondence

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue
Hackensack, New Jersey 07601

Tel: 201-343-0088
Fax: 201-343-0006

**FRAUD ALERT - DO NOT WIRE TRANSFER UNLESS YOU SPEAK TO ME
PERSONALLY BY PHONE OR IN PERSON**

****ALWAYS PERSONALLY VERIFY ANY REQUEST FOR PAYMENT OR WIRE
TRANSFER BY PHONE BEFORE SENDING ANYTHING – BEWARE OF FRAUD.**

JOSEPH J. ROTOLO

ATTORNEY AT LAW

50 SUMMIT AVENUE

HACKENSACK, NJ 07601

OFFICE: (201) 343-0088

FAX: (201) 343-0006

EMAIL: rotolo.law@verizon.net

ADMITTED TO PRACTICE
IN NEW JERSEY & NEW YORK

May 16, 2019

Township of Rochelle Park

151 West Passaic St.

Rochelle Park, New Jersey 07662

Attn: Honorable Michael Kazimir &

Members of the Township Committee

RE: Sale of Property located at 49 East Passaic Street

Dear Mayor Kazimir &

Members of the Township Committee:

Attached you will find a copy of the resolution which I prepared in order to confirm the verbal motion made at the April 24th meeting. Based upon the adoption of this resolution on April 24th, I contacted Vikki Healey Properties and a listing/commission agreement has been signed. Ms. Healey will proceed with the marketing of the property and, in my conversations with her, she recommended that we utilize sealed bids to be received on the auction date which will take place before the end of August.

In the meantime, the Township Committee also discussed the possibility of rezoning the property in order to expand the permitted uses so that the property will be more marketable. Under separate cover, I will provide copies of proposed ordinances which reflect several options for the rezoning of the property. I encourage the Township Committee to proceed with the process, pursuant to the Municipal Land Use Law, for the rezoning of the property so that marketing efforts may be as fruitful as possible.

Thank you very much.

Very truly yours,

JOSEPH J. ROTOLO, ESQ.

JJR:lr

Encl.

cc: Mr. Robert Davidson, Township Administrator

Vikki Healey Properties

Attn: Ms. Vikki Healey

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Comm. Warren						
Comm. Vojnich						
Comm. LiBassi						
Comm. Boniface						
Mayor Kazimir						

I hereby certify that the above Resolution was duly adopted by the Township Committee of the Township of Rochelle Park at a meeting held April 24, 2019.

Elizabeth Kroll, Municipal Clerk

TOWNSHIP OF ROCHELLE PARK

RESOLUTION NO.

A RESOLUTION - AUTHORIZING THE PUBLIC AUCTION OF A CERTAIN TOWNSHIP OWNED PROPERTY PURSUANT TO N.J.S.A. 40A:12-13 OF THE LOCAL LAND AND BUILDINGS LAW

WHEREAS, the Township Committee previously determined that property located at 49 East Passaic Street, Rochelle Park, New Jersey was no longer needed for public purposes; and

WHEREAS, subsequent to having made that determination, an auction was scheduled in accordance with the provisions of law; and

WHEREAS, the terms of the sale which controlled that auction imposed restrictions on the future use and development of the subject property; and

WHEREAS, the auction sale which was conducted did not result in any responsive bids for the purchase of the subject property; and

WHEREAS, the Township Committee discussed this matter in more detail and have determined that it would be in the best interest of the Township to attempt, once again, to sell the subject property with less restrictive conditions

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Rochelle Park, County of Bergen, State of New Jersey as follows:

1. The sale of the property owned by the Township of Rochelle Park and located at 49 East Passaic Street, Rochelle Park, New Jersey be and is hereby authorized.
2. The sale shall be conducted in accordance with the provisions of N.J.S.A. 40A:12-13 of the Local Lands and Buildings Law.
3. There shall be no specific restrictions imposed upon the future use and development of the subject property other than as set forth in local zoning ordinances and regulations. The Township Committee, however, shall be proceeding with consideration of rezoning the subject property to allow additional residential and commercial uses.
4. The minimum bid to be entertained will be \$400,000.00.
5. The Township Committee reserves the right to reject any and all bids for any reason.
6. The Township Attorney and Township Clerk are authorized to take any action which is necessary in order to facilitate the auction sale in accordance with the provisions of law including the required publication and notices that are required by the same.
7. Vikki Healey Properties of Maywood, New Jersey, a licensed Real Estate Broker, is hereby retained as Listing Broker in accordance with the provisions of law, in order to facilitate the marketing of the subject property. This company shall be compensated at a commission of 5% of

the gross purchase price received for the property.

8. The auction to be conducted in connection with the sale of the property shall take place no later than August 30, 2019.
9. The successful bid shall not be subject to securing mortgage financing in order to facilitate the purchase.

NOW THEREFORE BE IT FURTHER RESOLVED that the Township Clerk be and she is hereby authorized and directed to forward certified copies of the within Resolution to the Township Attorney, Township Auditor, Chief Financial Officer and Vikki Healey Real Estate.

Attest:

Elizabeth Kroll
Municipal Clerk

clerk@rochelleparknj.gov

From: mvojnich@rochelleparknj.gov
Sent: Wednesday, May 15, 2019 4:06 PM
To: mkazimir@rochelleparknj.gov
Cc: Joe Rotolo; mwarren@rochelleparknj.gov; lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll; depclerk@rochelleparknj.gov
Subject: Re: Tyson House

Mike,

The current zoning map still shows Lakeland Bank as a residential property so that seemed ok to convert to Business A which surrounds the Rochelle Ave and Passaic Street intersection. Business A districts are all located along the main corridors including Passaic Street so this is consistent. There is already a state law that prohibits sexually oriented businesses from operating within 1,000 feet of homes, public parks, houses of worship or residential development so I don't think we need to worry about an adult bookstore going there. Adding two realistic uses to the existing buildings increases its appeal to a buyer that will use the existing structures which you want to see preserved. You've had since 2015 to set up a TDR program and implement any kind of historic preservation.

-----Original Message-----

From: mkazimir@rochelleparknj.gov
Sent: Tuesday, May 14, 2019 6:19pm
To: "Joe Rotolo" <rotolo.law@verizon.net>
Cc: "mvojnich@rochelleparknj.gov" <mvojnich@rochelleparknj.gov>, mwarren@rochelleparknj.gov, lboniface@rochelleparknj.gov, nlibassi@rochelleparknj.gov, "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: Re: Tyson House

The only thing I agree with on the issue of spot zoning is that if you designate it a public use/ public benefit the standard is relaxed. All other logic behind not calling this spot zoning will be challenged in court.

While the property is adjacent to a business zone on RT 17, it is expanding a more intense use into the surrounding residential zone. Which I don't think is a good idea.

If you expand the zone to match the RT 17, are we also going to expand the "sin zone" overlay for the businesses we don't want in our downtown but have to allow somewhere in our borders. To not do so would be inconsistent with the business zone on 17, I don't think its a defensible position. I don't want to see an adult bookstore in that location. Anyone else want that?

Allowing the buyer to come in and get a variance is the most fair process going forward. It also allows for a little more protection of the house. But selling the house without a protective easement does not allow for any protection of the building at all.

Mike

-----Original Message-----

From: "Joe Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 4:10pm
To: "mvojnich@rochelleparknj.gov" <mvojnich@rochelleparknj.gov>
Cc: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov, lboniface@rochelleparknj.gov,

nlibassi@rochelleparknj.gov, "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: Re: Tyson House

Sounds good.

Sent from my iPhone

On May 14, 2019, at 3:52 PM, "mvojnich@rochelleparknj.gov" <mvojnich@rochelleparknj.gov> wrote:

Joe,
"Business and professional offices" would be fine since it's a principal use in the neighboring Business A zone. Is it possible to limit restaurant to "eat-in dining use only within the existing house structure, drive through facilities not permitted"? We do not want a Wendy's or Dunkin built there that would increase traffic volume throughout the day. Please write up these additional uses for us to review so we can get it moving. Thanks
-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 3:28pm
To: mvojnich@rochelleparknj.gov
Cc: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov, lboniface@rochelleparknj.gov, nlibassi@rochelleparknj.gov, "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: RE: Tyson House

The resolution that we did (verbally) referred to re-zoning at least to professional offices and someone mentioned restaurant. I think we should do at least that or we may not get any bidders. At least professional offices

From: mvojnich@rochelleparknj.gov [<mailto:mvojnich@rochelleparknj.gov>]
Sent: Tuesday, May 14, 2019 3:27 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov; lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll; depclerk@rochelleparknj.gov
Subject: RE: Tyson House

Joe,
I think we should just sell as is and make it known that the property is currently zoned as a single family residence so any change in use will need to be approved by the Rochelle Park Zoning Board. I've attached the resolution from last year which will need to be updated. Swap Hauser's name for Nick's name and change the price to \$400,000. Please require that the realtor provide us with copies of all print advertisements that they place for the auction in August. Thanks

-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>

Sent: Tuesday, May 14, 2019 2:45pm

To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
mvojnich@rochelleparknj.gov, lboniface@rochelleparknj.gov,
nlibassi@rochelleparknj.gov

Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll"
<clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov

Subject: Tyson House

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue
Hackensack, New Jersey 07601

Tel: 201-343-0088
Fax: 201-343-0006

**FRAUD ALERT - DO NOT WIRE TRANSFER UNLESS YOU SPEAK TO
ME PERSONALLY BY PHONE OR IN PERSON**

****ALWAYS PERSONALLY VERIFY ANY REQUEST FOR PAYMENT OR
WIRE TRANSFER BY PHONE BEFORE SENDING ANYTHING – BEWARE
OF FRAUD.**

CONFIDENTIAL: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If the reader of this message is not the intended recipient(s), you are notified that you have received this message in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please delete this message and notify the sender immediately. Please note that any communication or information set forth in this transmission may be protected by the Attorney - Client privilege.

WARNING: Computer viruses can be transmitted via email. The recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

clerk@rochelleparknj.gov

From: mvojnich@rochelleparknj.gov
Sent: Wednesday, May 15, 2019 5:11 PM
To: Joe Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov;
lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll;
depclerk@rochelleparknj.gov
Subject: Re: Tyson House

We had also discussed a realtor's office as a possible use but I don't know if that requires additional wording since it seems to fall under business offices

-----Original Message-----

From: "Joe Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 4:10pm
To: "mvojnich@rochelleparknj.gov" <mvojnich@rochelleparknj.gov>
Cc: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
lboniface@rochelleparknj.gov, nlibassi@rochelleparknj.gov, "Robert Davidson"
<admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>,
depclerk@rochelleparknj.gov
Subject: Re: Tyson House

Sounds good.

Sent from my iPhone

On May 14, 2019, at 3:52 PM, "mvojnich@rochelleparknj.gov"
<mvojnich@rochelleparknj.gov> wrote:

Joe,

"Business and professional offices" would be fine since it's a principal use in the neighboring Business A zone. Is it possible to limit restaurant to "eat-in dining use only within the existing house structure, drive through facilities not permitted"? We do not want a Wendy's or Dunkin built there that would increase traffic volume throughout the day. Please write up these additional uses for us to review so we can get it moving. Thanks
-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 3:28pm
To: mvojnich@rochelleparknj.gov
Cc: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
lboniface@rochelleparknj.gov, nlibassi@rochelleparknj.gov, "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: RE: Tyson House

The resolution that we did (verbally) referred to re-zoning at least to professional offices and someone mentioned restaurant. I think we should do at least that or we may not get any bidders. At least professional offices

From: mvojnich@rochelleparknj.gov [mailto:mvojnich@rochelleparknj.gov]

Sent: Tuesday, May 14, 2019 3:27 PM

To: Joseph Rotolo

Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov; lbouface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll; depclerk@rochelleparknj.gov

Subject: RE: Tyson House

Joe,

I think we should just sell as is and make it known that the property is currently zoned as a single family residence so any change in use will need to be approved by the Rochelle Park Zoning Board. I've attached the resolution from last year which will need to be updated. Swap Hauser's name for Nick's name and change the price to \$400,000. Please require that the realtor provide us with copies of all print advertisements that they place for the auction in August. Thanks

-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>

Sent: Tuesday, May 14, 2019 2:45pm

To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov, mvojnich@rochelleparknj.gov, lbouface@rochelleparknj.gov, nlibassi@rochelleparknj.gov

Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov

Subject: Tyson House

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue
Hackensack, New Jersey 07601

Tel: 201-343-0088
Fax: 201-343-0006

FRAUD ALERT - DO NOT WIRE TRANSFER UNLESS YOU SPEAK TO ME PERSONALLY BY PHONE OR IN PERSON

clerk@rochelleparknj.gov

From: Joseph Rotolo <rotolo.law@verizon.net>
Sent: Wednesday, May 15, 2019 5:26 PM
To: mvojnich@rochelleparknj.gov
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov;
lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; 'Robert Davidson'; 'Liz Kroll';
depclerk@rochelleparknj.gov
Subject: RE: Tyson House

I think that would fall under that category. Realtors are a licensed profession as well

From: mvojnich@rochelleparknj.gov [mailto:mvojnich@rochelleparknj.gov]
Sent: Wednesday, May 15, 2019 5:11 PM
To: Joe Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov; lboniface@rochelleparknj.gov;
nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll; depclerk@rochelleparknj.gov
Subject: Re: Tyson House

We had also discussed a realtor's office as a possible use but I don't know if that requires additional wording since it seems to fall under business offices

-----Original Message-----

From: "Joe Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 4:10pm
To: "mvojnich@rochelleparknj.gov" <mvojnich@rochelleparknj.gov>
Cc: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
lboniface@rochelleparknj.gov, nlibassi@rochelleparknj.gov, "Robert Davidson"
<admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>,
depclerk@rochelleparknj.gov
Subject: Re: Tyson House

Sounds good.

Sent from my iPhone

On May 14, 2019, at 3:52 PM, "mvojnich@rochelleparknj.gov"
<mvojnich@rochelleparknj.gov> wrote:

Joe,

"Business and professional offices" would be fine since it's a principal use in the neighboring Business A zone. Is it possible to limit restaurant to "eat-in dining use only within the existing house structure, drive through facilities not permitted"? We do not want a Wendy's or Dunkin built there that would increase traffic volume throughout the day. Please write up these additional uses for us to review so we can get it moving. Thanks

-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 3:28pm
To: mvojnich@rochelleparknj.gov
Cc: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
lboniface@rochelleparknj.gov, nlibassi@rochelleparknj.gov, "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: RE: Tyson House

The resolution that we did (verbally) referred to re-zoning at least to professional offices and someone mentioned restaurant. I think we should do at least that or we may not get any bidders. At least professional offices

From: mvojnich@rochelleparknj.gov [<mailto:mvojnich@rochelleparknj.gov>]
Sent: Tuesday, May 14, 2019 3:27 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov; lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll; depclerk@rochelleparknj.gov
Subject: RE: Tyson House

Joe,

I think we should just sell as is and make it known that the property is currently zoned as a single family residence so any change in use will need to be approved by the Rochelle Park Zoning Board. I've attached the resolution from last year which will need to be updated. Swap Hauser's name for Nick's name and change the price to \$400,000. Please require that the realtor provide us with copies of all print advertisements that they place for the auction in August. Thanks

-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 2:45pm
To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
mvojnich@rochelleparknj.gov, lboniface@rochelleparknj.gov,
nlibassi@rochelleparknj.gov
Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: Tyson House

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue

clerk@rochelleparknj.gov

From: lboniface@rochelleparknj.gov
Sent: Tuesday, May 14, 2019 3:27 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov;
mvojnich@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll;
depclerk@rochelleparknj.gov
Subject: RE: Tyson House

We just need to move forward and get this to auction as soon as possible. I suggest 8 townhomes to recoup all the monies spent. Linda

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 2:45pm
To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov, mvojnich@rochelleparknj.gov,
lboniface@rochelleparknj.gov, nlibassi@rochelleparknj.gov
Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>,
depclerk@rochelleparknj.gov
Subject: Tyson House

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue
Hackensack, New Jersey 07601

Tel: 201-343-0088
Fax: 201-343-0006

FRAUD ALERT - DO NOT WIRE TRANSFER UNLESS YOU SPEAK TO ME PERSONALLY BY PHONE OR IN PERSON

****ALWAYS PERSONALLY VERIFY ANY REQUEST FOR PAYMENT OR WIRE TRANSFER BY PHONE BEFORE SENDING ANYTHING – BEWARE OF FRAUD.**

CONFIDENTIAL: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If the reader of this message is not the intended recipient(s), you are notified that you have received this message in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please delete this message and notify the sender immediately. Please note that any communication or information set forth in this transmission may be protected by the Attorney - Client privilege.

WARNING: Computer viruses can be transmitted via email. The recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

PLEASE NOTE: Email communication or documents/correspondence attached to emails will not be accepted as legal service or effective service until copies are received via US Mail or personal delivery of hard copies.

clerk@rochelleparknj.gov

From: mvojnich@rochelleparknj.gov
Sent: Tuesday, May 14, 2019 3:27 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov;
lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll;
depclerk@rochelleparknj.gov
Subject: RE: Tyson House
Attachments: Untitled attachment 00099.doc

Joe,

I think we should just sell as is and make it known that the property is currently zoned as a single family residence so any change in use will need to be approved by the Rochelle Park Zoning Board. I've attached the resolution from last year which will need to be updated. Swap Hauser's name for Nick's name and change the price to \$400,000. Please require that the realtor provide us with copies of all print advertisements that they place for the auction in August. Thanks
-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 2:45pm
To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
mvojnich@rochelleparknj.gov, lboniface@rochelleparknj.gov,
nlibassi@rochelleparknj.gov
Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll"
<clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: Tyson House

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue
Hackensack, New Jersey 07601

Tel: 201-343-0088
Fax: 201-343-0006

**FRAUD ALERT - DO NOT WIRE TRANSFER UNLESS YOU SPEAK TO ME
PERSONALLY BY PHONE OR IN PERSON**

clerk@rochelleparknj.gov

From: Joseph Rotolo <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 3:28 PM
To: mvojnich@rochelleparknj.gov
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov;
lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; 'Robert Davidson'; 'Liz Kroll';
depclerk@rochelleparknj.gov
Subject: RE: Tyson House

The resolution that we did (verbally) referred to re-zoning at least to professional offices and someone mentioned restaurant. I think we should do at least that or we may not get any bidders. At least professional offices

From: mvojnich@rochelleparknj.gov [mailto:mvojnich@rochelleparknj.gov]
Sent: Tuesday, May 14, 2019 3:27 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov; lboniface@rochelleparknj.gov;
nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll; depclerk@rochelleparknj.gov
Subject: RE: Tyson House

Joe,

I think we should just sell as is and make it known that the property is currently zoned as a single family residence so any change in use will need to be approved by the Rochelle Park Zoning Board. I've attached the resolution from last year which will need to be updated. Swap Hauser's name for Nick's name and change the price to \$400,000. Please require that the realtor provide us with copies of all print advertisements that they place for the auction in August. Thanks

-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 2:45pm
To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
mvojnich@rochelleparknj.gov, lboniface@rochelleparknj.gov,
nlibassi@rochelleparknj.gov
Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll"
<clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: Tyson House

JOSEPH J. ROTOLO, ESQ.

Attorney At Law

clerk@rochelleparknj.gov

From: mvojnich@rochelleparknj.gov
Sent: Tuesday, May 14, 2019 3:53 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov;
lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; 'Robert Davidson'; 'Liz Kroll';
depclerk@rochelleparknj.gov
Subject: RE: Tyson House

Joe,

"Business and professional offices" would be fine since it's a principal use in the neighboring Business A zone. Is it possible to limit restaurant to "eat-in dining use only within the existing house structure, drive through facilities not permitted"? We do not want a Wendy's or Dunkin built there that would increase traffic volume throughout the day. Please write up these additional uses for us to review so we can get it moving.

Thanks

-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 3:28pm
To: mvojnich@rochelleparknj.gov
Cc: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
lboniface@rochelleparknj.gov, nlibassi@rochelleparknj.gov, "Robert Davidson"
<admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>,
depclerk@rochelleparknj.gov
Subject: RE: Tyson House

The resolution that we did (verbally) referred to re-zoning at least to professional offices and someone mentioned restaurant. I think we should do at least that or we may not get any bidders. At least professional offices

From: mvojnich@rochelleparknj.gov [mailto:mvojnich@rochelleparknj.gov]
Sent: Tuesday, May 14, 2019 3:27 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov; lboniface@rochelleparknj.gov;
nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll; depclerk@rochelleparknj.gov
Subject: RE: Tyson House

Joe,

I think we should just sell as is and make it known that the property is currently zoned as a single family residence so any change in use will need to be approved by the Rochelle Park Zoning Board. I've attached the resolution from last year which will need to be updated. Swap Hauser's name for Nick's name and change the price to \$400,000. Please require that the realtor provide us with copies of all print advertisements that they place for the auction in August. Thanks

-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>

Sent: Tuesday, May 14, 2019 2:45pm

To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
mvojnich@rochelleparknj.gov, lboniface@rochelleparknj.gov,
nlibassi@rochelleparknj.gov

Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll"
<clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov

Subject: Tyson House

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue
Hackensack, New Jersey 07601

Tel: 201-343-0088

Fax: 201-343-0006

**FRAUD ALERT - DO NOT WIRE TRANSFER UNLESS YOU SPEAK TO ME
PERSONALLY BY PHONE OR IN PERSON**

****ALWAYS PERSONALLY VERIFY ANY REQUEST FOR PAYMENT OR WIRE
TRANSFER BY PHONE BEFORE SENDING ANYTHING - BEWARE OF FRAUD.**

CONFIDENTIAL: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If the reader of this message is not the intended recipient(s), you are notified that you have received this message in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please delete this message and notify the sender immediately. Please note that any communication or information set forth in this transmission may be protected by the Attorney - Client privilege.

WARNING: Computer viruses can be transmitted via email. The recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

clerk@rochelleparknj.gov

From: Joe Rotolo <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 4:11 PM
To: mvojnich@rochelleparknj.gov
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov;
lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll;
depclerk@rochelleparknj.gov
Subject: Re: Tyson House

Sounds good.

Sent from my iPhone

On May 14, 2019, at 3:52 PM, "mvojnich@rochelleparknj.gov" <mvojnich@rochelleparknj.gov> wrote:

Joe,
"Business and professional offices" would be fine since it's a principal use in the neighboring Business A zone. Is it possible to limit restaurant to "eat-in dining use only within the existing house structure, drive through facilities not permitted"? We do not want a Wendy's or Dunkin built there that would increase traffic volume throughout the day. Please write up these additional uses for us to review so we can get it moving. Thanks
-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 3:28pm
To: mvojnich@rochelleparknj.gov
Cc: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
lboniface@rochelleparknj.gov, nlibassi@rochelleparknj.gov, "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: RE: Tyson House

The resolution that we did (verbally) referred to re-zoning at least to professional offices and someone mentioned restaurant. I think we should do at least that or we may not get any bidders. At least professional offices

From: mvojnich@rochelleparknj.gov [mailto:mvojnich@rochelleparknj.gov]
Sent: Tuesday, May 14, 2019 3:27 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov; lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll; depclerk@rochelleparknj.gov
Subject: RE: Tyson House

Joe,

I think we should just sell as is and make it known that the property is currently zoned as a single family residence so any change in use will need to be approved by the Rochelle Park Zoning Board. I've attached the resolution from last year which will need to be updated. Swap Hauser's name for Nick's name and change the price to \$400,000. Please require that the realtor provide us with copies of all print advertisements that they place for the auction in August. Thanks

-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>

Sent: Tuesday, May 14, 2019 2:45pm

To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
mvojnich@rochelleparknj.gov, lbouface@rochelleparknj.gov,
nlibassi@rochelleparknj.gov

Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll"
<clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov

Subject: Tyson House

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue
Hackensack, New Jersey 07601

Tel: 201-343-0088

Fax: 201-343-0006

**FRAUD ALERT - DO NOT WIRE TRANSFER UNLESS YOU SPEAK TO
ME PERSONALLY BY PHONE OR IN PERSON**

****ALWAYS PERSONALLY VERIFY ANY REQUEST FOR PAYMENT OR
WIRE TRANSFER BY PHONE BEFORE SENDING ANYTHING - BEWARE
OF FRAUD.**

CONFIDENTIAL: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If the reader of this message is not the intended recipient(s), you are notified that you have received this message in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please delete this message and notify the sender immediately. Please note that any

clerk@rochelleparknj.gov

From: mkazimir@rochelleparknj.gov
Sent: Tuesday, May 14, 2019 6:20 PM
To: Joe Rotolo
Cc: mvojnich@rochelleparknj.gov; mwarren@rochelleparknj.gov;
lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll;
depclerk@rochelleparknj.gov
Subject: Re: Tyson House

The only thing I agree with on the issue of spot zoning is that if you designate it a public use/ public benefit the standard is relaxed. All other logic behind not calling this spot zoning will be challenged in court.

While the property is adjacent to a business zone on RT 17, it is expanding a more intense use into the surrounding residential zone. Which I don't think is a good idea.

If you expand the zone to match the RT 17, are we also going to expand the "sin zone" overlay for the businesses we don't want in our downtown but have to allow somewhere in our borders. To not do so would be inconsistent with the business zone on 17, I don't think its a defensible position. I don't want to see an adult bookstore in that location. Anyone else want that?

Allowing the buyer to come in and get a variance is the most fair process going forward. It also allows for a little more protection of the house. But selling the house without a protective easement does not allow for any protection of the building at all.

Mike

-----Original Message-----

From: "Joe Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 4:10pm
To: "mvojnich@rochelleparknj.gov" <mvojnich@rochelleparknj.gov>
Cc: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov, lboniface@rochelleparknj.gov,
nlibassi@rochelleparknj.gov, "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>,
depclerk@rochelleparknj.gov
Subject: Re: Tyson House

Sounds good.

Sent from my iPhone

On May 14, 2019, at 3:52 PM, "mvojnich@rochelleparknj.gov" <mvojnich@rochelleparknj.gov> wrote:

Joe,

"Business and professional offices" would be fine since it's a principal use in the neighboring Business A zone. Is it possible to limit restaurant to "eat-in dining use only within the existing house structure, drive through facilities not permitted"? We do not want a Wendy's or Dunkin built there that would increase traffic volume throughout the day. Please write up these additional uses for us to review so we can get it moving. Thanks

-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 3:28pm

To: mvojnich@rochelleparknj.gov
Cc: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
lbouface@rochelleparknj.gov, nlibassi@rochelleparknj.gov, "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: RE: Tyson House

The resolution that we did (verbally) referred to re-zoning at least to professional offices and someone mentioned restaurant. I think we should do at least that or we may not get any bidders. At least professional offices

From: mvojnich@rochelleparknj.gov [<mailto:mvojnich@rochelleparknj.gov>]
Sent: Tuesday, May 14, 2019 3:27 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov; lbouface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll; depclerk@rochelleparknj.gov
Subject: RE: Tyson House

Joe,
I think we should just sell as is and make it known that the property is currently zoned as a single family residence so any change in use will need to be approved by the Rochelle Park Zoning Board. I've attached the resolution from last year which will need to be updated. Swap Hauser's name for Nick's name and change the price to \$400,000. Please require that the realtor provide us with copies of all print advertisements that they place for the auction in August. Thanks
-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 2:45pm
To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
mvojnich@rochelleparknj.gov, lbouface@rochelleparknj.gov,
nlibassi@rochelleparknj.gov
Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: Tyson House

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue
Hackensack, New Jersey 07601

Tel: 201-343-0088

clerk@rochelleparknj.gov

From: lboniface@rochelleparknj.gov
Sent: Tuesday, May 14, 2019 8:15 PM
To: mkazimir@rochelleparknj.gov
Cc: Joe Rotolo; mvojnich@rochelleparknj.gov; mwarren@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll; depclerk@rochelleparknj.gov
Subject: Re: Tyson House

Just sell it, trying to kick the can some more!

-----Original Message-----

From: mkazimir@rochelleparknj.gov
Sent: Tuesday, May 14, 2019 6:19pm
To: "Joe Rotolo" <rotolo.law@verizon.net>
Cc: "mvojnich@rochelleparknj.gov" <mvojnich@rochelleparknj.gov>, mwarren@rochelleparknj.gov, lboniface@rochelleparknj.gov, nlibassi@rochelleparknj.gov, "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: Re: Tyson House

The only thing I agree with on the issue of spot zoning is that if you designate it a public use/ public benefit the standard is relaxed. All other logic behind not calling this spot zoning will be challenged in court.

While the property is adjacent to a business zone on RT 17, it is expanding a more intense use into the surrounding residential zone. Which I don't think is a good idea.

If you expand the zone to match the RT 17, are we also going to expand the "sin zone" overlay for the businesses we don't want in our downtown but have to allow somewhere in our borders. To not do so would be inconsistent with the business zone on 17, I don't think its a defensible position. I don't want to see an adult bookstore in that location. Anyone else want that?

Allowing the buyer to come in and get a variance is the most fair process going forward. It also allows for a little more protection of the house. But selling the house without a protective easement does not allow for any protection of the building at all.

Mike

-----Original Message-----

From: "Joe Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 4:10pm
To: "mvojnich@rochelleparknj.gov" <mvojnich@rochelleparknj.gov>
Cc: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov, lboniface@rochelleparknj.gov, nlibassi@rochelleparknj.gov, "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: Re: Tyson House

Sounds good.

Sent from my iPhone

On May 14, 2019, at 3:52 PM, "mvojnich@rochelleparknj.gov" <mvojnich@rochelleparknj.gov> wrote:

Joe,

"Business and professional offices" would be fine since it's a principal use in the neighboring Business A zone. Is it possible to limit restaurant to "eat-in dining use only within the existing house structure, drive through facilities not permitted"? We do not want a Wendy's or Dunkin built there that would

increase traffic volume throughout the day. Please write up these additional uses for us to review so we can get it moving. Thanks
-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 3:28pm
To: mvojnich@rochelleparknj.gov
Cc: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
lboniface@rochelleparknj.gov, nlibassi@rochelleparknj.gov, "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: RE: Tyson House

The resolution that we did (verbally) referred to re-zoning at least to professional offices and someone mentioned restaurant. I think we should do at least that or we may not get any bidders. At least professional offices

From: mvojnich@rochelleparknj.gov [mailto:mvojnich@rochelleparknj.gov]
Sent: Tuesday, May 14, 2019 3:27 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov; lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll; depclerk@rochelleparknj.gov
Subject: RE: Tyson House

Joe,

I think we should just sell as is and make it known that the property is currently zoned as a single family residence so any change in use will need to be approved by the Rochelle Park Zoning Board. I've attached the resolution from last year which will need to be updated. Swap Hauser's name for Nick's name and change the price to \$400,000. Please require that the realtor provide us with copies of all print advertisements that they place for the auction in August. Thanks
-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 2:45pm
To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
mvojnich@rochelleparknj.gov, lboniface@rochelleparknj.gov,
nlibassi@rochelleparknj.gov
Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll" <clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: Tyson House

clerk@rochelleparknj.gov

From: mvojnich@rochelleparknj.gov
Sent: Tuesday, May 14, 2019 3:27 PM
To: Joseph Rotolo
Cc: mkazimir@rochelleparknj.gov; mwarren@rochelleparknj.gov;
lboniface@rochelleparknj.gov; nlibassi@rochelleparknj.gov; Robert Davidson; Liz Kroll;
depclerk@rochelleparknj.gov
Subject: RE: Tyson House
Attachments: Untitled attachment 00099.doc

Joe,

I think we should just sell as is and make it known that the property is currently zoned as a single family residence so any change in use will need to be approved by the Rochelle Park Zoning Board. I've attached the resolution from last year which will need to be updated. Swap Hauser's name for Nick's name and change the price to \$400,000. Please require that the realtor provide us with copies of all print advertisements that they place for the auction in August. Thanks
-Marc

-----Original Message-----

From: "Joseph Rotolo" <rotolo.law@verizon.net>
Sent: Tuesday, May 14, 2019 2:45pm
To: mkazimir@rochelleparknj.gov, mwarren@rochelleparknj.gov,
mvojnich@rochelleparknj.gov, lboniface@rochelleparknj.gov,
nlibassi@rochelleparknj.gov
Cc: "Robert Davidson" <admin@rochelleparknj.gov>, "Liz Kroll"
<clerk@rochelleparknj.gov>, depclerk@rochelleparknj.gov
Subject: Tyson House

JOSEPH J. ROTOLO, ESQ.

Attorney At Law
50 Summit Avenue
Hackensack, New Jersey 07601

Tel: 201-343-0088
Fax: 201-343-0006

**FRAUD ALERT - DO NOT WIRE TRANSFER UNLESS YOU SPEAK TO ME
PERSONALLY BY PHONE OR IN PERSON**

clerk@rochelleparknj.gov

From: Joseph Rotolo <rotolo.law@verizon.net>
Sent: Monday, May 13, 2019 9:08 AM
To: vhealey@vikkihealey.com
Cc: Liz Kroll; Robert Davidson
Subject: RE: Township of Rochelle Park - 49 E. Passaic Street

Hi Vikki – We are all set, I will get the listing agreement to you along with some other stuff today or tomorrow so you get it going.

Thanks

From: Vikki Healey [mailto:vhealey@vikkihealey.com]
Sent: Thursday, May 9, 2019 12:37 PM
To: rotolo.law@verizon.net
Subject: Township of Rochelle Park - 49 E. Passaic Street

Good morning, Mr. Rotolo. I am just wondering whether the Township has signed the listing agreement. Is there anything else you need from me?

Thank you,

Vikki Healey, Broker
201.881.7900 (Main Office)
201.881.7901 (Direct Number)
201.321.4849 (Cell)
201.881.7917 (Fax)
vhealey@vikkihealey.com
www.vikkihealey.com



FOR REALTY GROUP

clerk@rochelleparknj.gov

From: Joe Rotolo <rotolo.law@verizon.net>
Sent: Tuesday, May 7, 2019 3:53 PM
To: clerk@rochelleparknj.gov
Subject: Re: Are you working on a 49 E. Passaic Street resolution from the last meeting?

Yes ma'am

Sent from my iPhone

On May 7, 2019, at 3:37 PM, <clerk@rochelleparknj.gov> <clerk@rochelleparknj.gov> wrote:

Sincerely,

Elizabeth Kroll – RMC
Township Clerk
Township of Rochelle Park
151 West Passaic Street
Rochelle Park, NJ 07662
201-587-7730 ext. 202
201-556-0581 fax
clerk@rochelleparknj.gov

From: mwarren@rochelleparknj.gov
Sent: Thursday, April 25, 2019 7:08 AM
To: Liz Kroll
Subject: Tyson House Statement

Yes, there are some big decisions to be made about the house. I have stated and will continue to state that I have zero intentions of knocking down the house or destroying the building in any shape or form.

However, I have been exploring other pathways to saving the structure. I have been traveling throughout Bergen County and Morris County to see how other towns that are in similar standing as Rochelle Park have dealt with older or historic homes. Many of these towns were able to keep these properties existing because a group of investors also saw potential and came in to repair and re-purpose the property.

There is a lovely restaurant in Haworth called Andiamo's. <http://www.andiamorestaurant.net/> that was an old carriage house that was converted and is used for many of the same purposes stated in the Preservation Society proposal (weddings, gatherings, historic display, bed and breakfast). They also house local history within its walls. The old house now has a purpose and can bring in tax dollars to the town.

Here is another example: <https://www.jockeyhollowbarandkitchen.com/> This restaurant is housed in an italianate home that was re-purposed. The gentlemen who bought it wanted to keep as much of the original structure as possible. It is now a successful business.

The truth is, the soon to be formed Preservation Society is cash strapped. It is going to have to rely on the township to pay its expenses and get the house in shape to be used as the Preservation Society has proposed. The situation the town is in financially is due to many factors: poorly planned budgets from the past 4 out of 5 years, business offices leaving, and revenue shortfalls. It is a position that I find frustrating to say the least.

I know that the proposed Preservation Society is dedicated to preserving the home and I would hopefully like to have the group involved in the future of the property.

Putting the house on the market, I believe, will bring attention to the property. Attention to the property may bring prosperity to the dormant house. A dormant house is not doing anything for Rochelle Park. A vibrant structure with purpose can revitalize that area of town and shine a spotlight on our diverse small town community.

I have kept an open mind on all issues in town. The property located at 49 E. Passaic St. has created tunnel vision for everyone involved. I am a resident of this town and a sitting committee member with an alternate vision for the house. As a final reminder, the committee members who bought the property could have done anything they wished to it, include donate it or give it away to a non-profit group, but they didn't.

Sincerely,

Michael Warren