

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

THIS Settlement Agreement and Release (the “Agreement”) is entered into on this 9th day of April, 2018, by and between the Bergen Rockland Eruv Association, Inc. (“BREA”), Yisroel Friedman, S. Moshe Pinkasovits, Sarah Berger, Moses Berger, Chaim Breuer, Yosef Rosen, and Tzvi Schonfeld (together with BREA, the “Plaintiffs”) and the Borough of Upper Saddle River (“USR” or the “Borough”) in connection with the Litigation (as defined below) and the subject matter thereof. Plaintiffs and USR are collectively referred to herein as the “Parties.”

WHEREAS, a dispute arose between the Parties concerning Plaintiffs’ alleged right to affix thin strips of plastic or PVC plastic pipes (hereinafter referred to as “lechis”) to utility poles in the Borough to effectuate the installation and/or expansion of an “Eruv”; and

WHEREAS, in relation to such dispute, Plaintiffs Friedman and Pinkasovits filed a Complaint and Motion for a Temporary Restraining Order in the United States District Court for the District of New Jersey on or about July 28, 2017; and

WHEREAS, on or about September 14, 2017, Plaintiffs filed an Amended Complaint, captioned *Bergen Rockland Eruv Association, et al. v. The Borough of Upper Saddle River*, Docket No. 2:17-cv-05512-JMV-CLW, in the United States District Court for the District of New Jersey (the “Litigation”) and moved for a preliminary injunction; and

WHEREAS, USR opposed the preliminary injunction and denies that Plaintiffs are entitled to any relief in the Litigation; and

WHEREAS, the Parties now desire to amicably resolve all claims asserted in the Litigation without any admission of either liability or that the claims asserted are without merit;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Specifically, as to Defendant Borough of Upper Saddle River:

1. USR authorizes the attachment, existence, restoration, maintenance, and repair of lechis and wires necessary for the Eruv to be constructed in accordance with and specifically identified in the plan set forth in Exhibit A (or as otherwise agreed to by the Parties in writing) at Plaintiffs' sole cost and expense. Other than screws or other fasteners that may be required to construct the Eruv, no such materials shall be constructed of aluminum, copper or other electrically conductive material. All lechis are to consist of black plastic strips, a sample of which has been shown to the Borough. Plaintiffs, their agents, successors and/or assigns shall not seek expansion(s) and/or modification of the Eruv within the Borough for a period of (3) years from the date that the Eruv set forth in Exhibit A is completed, so long as the Eruv constructed pursuant to the terms of this Agreement remains valid, the determination of which is agreed to be at BREA's sole discretion. After such time has expired, should Plaintiffs seek to expand or modify the Eruv within the Borough, the Parties shall confer in good faith on such expansion and/or modifications, including without limitation, reasonable alternatives to any proposed route(s) for such expansion and/or modifications.

2. Until the Eruv set forth in Exhibit A (or as otherwise agreed to by the Parties in writing) is completed pursuant to the terms of this Agreement, the determination of completeness of the Eruv which is agreed to be at the sole discretion of BREA and its agents and contractors subject to the time frame set forth in Paragraph 13 of this Agreement, USR consents to the attachment, existence, restoration, maintenance, and repair of lechis and other materials that have been installed to effectuate the temporary eruv plan set forth in the Amended Complaint filed in the Litigation (the "Temporary Eruv"). USR represents and warrants that it will take no action impairing Plaintiffs' ability to restore, repair, keep or otherwise maintain the Eruv, including,

without limitation, by seeking to enforce or adopt any ordinance or resolution prohibiting or impeding the attachment, existence, restoration, maintenance, repair, upkeep and/or expansion of existing and/or future approved lechis by Plaintiffs or their agents. Once the Eruv set forth in Exhibit A is completed pursuant to the terms of this Agreement, BREa will, at its sole expense and within forty five (45) days of completion of Exhibit A, remove any lechis within USR that are no longer needed to effectuate the plan set forth in Exhibit A.

3. USR represents and warrants that it has secured all consents necessary with respect to public rights of way and easements granted to USR to allow for BREa and its agents and contractors to construct, attach, restore, replace, maintain, repair, and check on at least a weekly basis the lechis, poles, wires, string, and the other materials identified in the plan set forth in Exhibit A (or as otherwise agreed to by the Parties in writing) in perpetuity. This agreement in no way provides legal access to property not owned by USR, other than rights of way and/or easements granted to USR, access to which shall be granted pursuant to the plan set forth in Exhibit A.

4. USR represents and warrants that once the Eruv is completed pursuant to the terms of this Agreement (or as otherwise agreed to by the Parties in writing), BREa and its agents and contractors will not be required to make any applications or seek any approvals to make any repairs that are necessary to maintain the Eruv, so long as the requirements in Paragraph 21 are followed.

5. In the event any Borough agent shall damage one or more lechis while conducting his or her duties on the Borough's behalf, the Borough shall provide all funds reasonably required for BREa to make repairs necessitated by such agent's actions.

6. In the event that vandalism within the Borough results in repairs having to be made to the Eruv on a regular basis, the Borough agrees to work in good faith with BREa and its agents and contractors to promptly find an alternative plan for an Eruv that is less susceptible to vandalism.

7. In the event that, for any reason, the Eruv constructed pursuant to the terms of this Agreement becomes religiously invalid, the determination of which is agreed to be at the sole discretion of BREa and its agents and contractors, or is no longer able to be verified to the satisfaction of BREa and its agents and contractors, USR agrees to work in good faith with BREa and its agents and contractors to promptly find an alternative plan that will result in a valid Eruv that can be checked. In the event that for any reason the Parties are not able to agree on an alternative plan within seven (7) days, USR agrees not to object to the attachment, existence, restoration, replacement, maintenance, and repair of lechis and other materials that are necessary to effectuate the Temporary Eruv while the Parties continue to explore an alternative plan that will result in a valid Eruv that can be verified.

8. USR represents and warrants that it will not contest or otherwise challenge the authority of Orange and Rockland Utilities, Inc. (and any of its subsidiaries) ("O&R") and/or Verizon New Jersey Inc. (and any of its subsidiaries) ("Verizon") (each a "Utility"), to enter into contracts with BREa or any of its contractors and agents permitting the attachment of lechis to the utility poles.

9. USR represents and warrants that it will fully cooperate with Plaintiffs, O&R and/or Verizon to allow Plaintiffs to establish, restore, replace, maintain, repair, and check the Eruv constructed pursuant to the terms of this Agreement (or as otherwise agreed to by the

Parties in writing), and, further agrees that no applications are needed to effectuate this Agreement.

10. USR represents and warrants that it will not adopt or enforce any ordinance or resolution prohibiting the attachment, existence, restoration, maintenance, checking, repair or replacement of lechis pursuant to BREA's licenses with O&R or its successor(s) and/or Verizon or its successor(s) that are necessary to effectuate the terms of this Agreement.

11. No part of this Agreement prohibits the removal or replacement by either a utility company or any municipal authority, in lawful exercise of its authority, of the utility poles referenced herein or otherwise, including with a subsurface placement of utility wires. In the event that the removal or replacement of utility poles results in the eruv no longer being valid (the determination of which is agreed to be at the sole discretion of BREA and its agents and contractors), USR shall work in good faith with BREA and its agents and contractors to find a reasonable and practicable solution for promptly reestablishing a valid Eruv.

12. USR shall, within thirty (45) days of the Effective Date of this Agreement, pay to Plaintiffs the sum of seventy-five thousand dollars (\$75,000.00) by check payable to Weil, Gotshal & Manges, LLP, as attorneys, which shall represent full and final payment of all claims for attorneys' fees, costs, and/or disbursements.

Specifically, as to Plaintiffs:

13. BREA shall use its best efforts to complete the Eruv according to the plan set forth in Exhibit A (or as otherwise agreed to by the Parties in writing), including by causing to have installed at its sole expense, 10 poles in the Borough's rights-of-way, in the locations identified in Exhibit A attached hereto, within sixty (60) days of the Effective Date of this Agreement. The Parties expressly acknowledge, however, should there be a force majeure-like

occurrence (including but not limited to acts of G-d or governmental declaration of emergencies) that it may take a longer period of time, but in no event longer than six (6) months from the Effective Date of this Agreement, to complete the Eruv in accordance with the plan set forth in Exhibit A. BREA further agrees, at its sole cost, to replace each existing lechi in the existing Eruv along Sparrowbush Road and West Saddle River Road with black plastic strips utilized in connection with the plan set forth in Exhibit A within one hundred and twenty (120) days of the Effective Date of this Agreement.

14. Plaintiffs represent and warrant that their agents and contractors, including the Vaad HaEruv, shall agree to abide by the terms of this Agreement.

15. Plaintiffs hereby forever release, remise and forever discharge the Borough and its officers, officials, agents and employees from any and all actions, liabilities, obligations, accounts, causes of action, suits and claims, in tort, contract or other theory of recovery, whether at law, equity or arbitration, which are included in the claims set forth in the Litigation.

16. Plaintiffs agree, within seven (7) days after the later of the Effective Date of this Agreement or issuance of the Retention Order (defined below), to apply for dismissal of the Litigation with prejudice and with each party to bear their or its own respective litigation costs and attorneys' fees. Dismissal with prejudice shall not impact the Court's retention of jurisdiction to hear any claim or proceeding brought to enforce this Agreement.

17. In the event that a legal action is filed challenging the legality or enforceability of this Agreement, BREA agrees to defend the Borough, its officers, officials, agents and employees. The Borough agrees to provide Plaintiffs with immediate notice of any such legal action and agrees to immediately deliver to BREA all papers pertaining thereto. BREA shall have full charge of the defense of any such challenge and the Borough

shall cooperate fully with BREA in such defense. The Borough, however, shall have the right to engage counsel of its own at its own expense who may participate in the defense of any such action and take any position in the litigation that the Borough determines in good faith to be consistent with the Borough's interests.

18. BREA shall restore and repair any and all damage to USR property that may occur in connection with the inspection, installation, maintenance or repair of the lechis or other materials associated with the Eruv and shall defend, indemnify and hold harmless USR, its officials and employees from and against any claims for personal injury or property damage arising from or in connection with such inspection, installation, maintenance or repair; provided, however, that the foregoing shall not apply to any inspection, installation, maintenance or repair efforts undertaken by any agent of the Borough, except in the event BREA requests or consents in advance in writing to such efforts by the Borough.

19. Prior to commencing any work on the Eruv within the Borough's boundaries and permitted pursuant to the terms of this Agreement, BREA (and any contractor or agent engaged or hired by BREA to perform inspection, installation, maintenance, and/or repair) shall furnish to USR a certificate of insurance evidencing liability insurance in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate and listing USR, its officials and employees, as additional insureds. Such insurance shall be maintained, and certificates of insurance shall be provided, as long as the Eruv remains in place.

20. BREA or its agents agree to notify the Borough Police Department in advance of any installation, maintenance or repair of the Eruv, identifying the location of the pole(s) on which such installation, maintenance, repair and/or expansion work shall be conducted, and agree to employ a flagman to be present during such work and to abide by all traffic safety rules.

With respect to installation, the Borough shall promptly provide, at BREA's cost, any Borough personnel (e.g., police traffic detail) required for BREA or its agent to complete the installation. To the extent any installation requires the assistance, supervision, or oversight of one or more USR agents, including, without limitation, USR police and/or code enforcement, USR agrees to cooperate fully with BREA in providing the requisite Borough agents as necessary.

21. Except with respect to enforcement of the terms of this Agreement, and so long as the Eruv contemplated by this Agreement remains valid and the Borough complies with Paragraph 1 above, both of which determinations shall be at BREA's sole discretion, Plaintiffs agree not to initiate any litigation against the Borough concerning the erection of a new Eruv or the modification of the Eruv contemplated by this Agreement for a period of three (3) years from the date that the Eruv set forth in Exhibit A is completed.

22. BREA shall maintain the Eruv without any public funding from the Borough. Notwithstanding the foregoing, the Borough, including, without limitation, Borough police, shall promptly respond to any acts of vandalism and/or any other illegal acts against the lechis or any other materials tending to impair BREA's ability to maintain the Eruv.

23. Any eruv wires installed in accordance with this Agreement shall comply with any applicable federal and state laws, administrative code provisions, rules and/or regulations concerning the proper height for such wires.

General Provisions

24. Nothing in this Agreement shall prevent either party from taking any position in any future dispute about the constitutionality of USR Ordinance 16-15 or any other ordinance or law related to the attachment of lechis or other matter on USR's utility poles..

25. Nothing in this Agreement shall constitute an admission of any contested assertions, defenses, or liability by the Parties. This Agreement shall not be used by any Party as evidence in any proceeding against the other Party, except for an action arising out of breach of this Agreement.

26. Each of the Parties hereto represent and warrant that they have been duly authorized to enter into this Agreement and have the consent of their respective officials, partners, officers, and/or directors to enter into this Agreement.

27. The Parties acknowledge that they are executing this Agreement of their own volition and after consultation with counsel, with a full understanding of its terms and effects. The Parties agree to effectuate the terms of this Agreement in good faith.

28. Nothing herein shall be construed to conflict with any pole attachment agreements between BREA, on the one hand, and any applicable utility company, on the other, the terms of which are in no respect amended, modified, or otherwise affected by this Agreement.

29. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto, because said party drafted or caused the party's legal representative to draft any of its provisions.

30. This Agreement shall be governed by the laws of the State of New Jersey and the United States of America, and any dispute arising out of this Agreement or action to enforce this Agreement shall be subject to the exclusive jurisdiction of the United States District Court for the District of New Jersey.

31. The Parties agree that the United States District Court for the District of New Jersey (the "Court") shall be requested to retain jurisdiction to enforce the terms of this Agreement. In the event that the Court finds that a party has breached this Agreement, the Court

will have the power to enforce this Agreement at equity, including through the issuance of injunctive relief. The Parties further agree that the Plaintiffs may seek an order of the Court acknowledging its retention of jurisdiction. The Parties agree that any proceeding to enforce the provisions herein will be expedited, and in the case of any proceeding for preliminary injunctive relief (but not relief in the form of a temporary restraining order), allow for reasonably limited discovery and a hearing. The Parties preserve any remedy in any proceeding to enforce the provisions herein. The Parties agree that a violation of this Agreement and/or the covenants herein will cause substantial and irreparable harm to the injured Party. Therefore, if any of the Parties and/or their agents, servants, representatives, officers, employees, attorneys, successors, related entities, or assigns breaches this Agreement, the injured party may seek immediate injunctive relief, without bond, in the United States District Court for the District of New Jersey. Immediate injunctive relief, if sought by Plaintiffs, may take the form of an immediate temporary restraining order (including, without limitation, on an *ex parte* basis, so long as the Borough or its counsel has been timely notified) pending a hearing on preliminary injunctive relief, upon a mere showing that the action taken, or to be taken, by the Borough would prevent any lechi or other necessary portion of the Eruv from being in place in the Borough on any Sabbath or Yom Kippur.

32. In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired thereby.

33. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, employees, agents, officials, officers, successors, heirs, and assigns of the Parties hereto to the extent permitted by law.

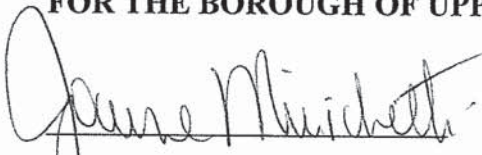
34. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile or e-mailed signatures shall have the same force and effect as original signatures.

35. The headings provided for any paragraph in this Agreement, if any, are for the convenience of the Parties, are not intended to modify the terms of the Agreement, and shall not be deemed to be part of the Agreement for purposes of interpreting the contents of each paragraph.

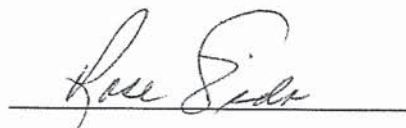
36. This Agreement sets forth the complete understanding and entire Agreement among the Parties and supersedes any and all prior agreements or understandings. This Agreement may not be modified, altered, changed, discharged, terminated or waived except upon the express written consent of the Parties wherein specific reference is made to this Agreement.

37. This Agreement shall become effective as soon as it has been executed by all parties and approved by the Council of USR (the "Effective Date").

FOR THE BOROUGH OF UPPER SADDLE RIVER:


Joanne Minichetti, Mayor

Date 4-5-18


Rose Vido, Municipal Clerk

Date 4-5-18

FOR PLAINTIFFS:

PLAINTIFF:


BERGEN ROCKLAND ERUV ASSOCIATION

By: Yitzchok Altman DATED: 3.29.2018

By: Yitzchok Altman

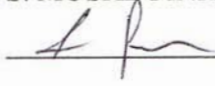
PLAINTIFF:

YISROEL FRIEDMAN.

 _____ DATED: 3/29/2018

PLAINTIFF:

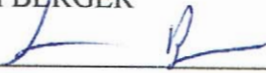
S. MOSHE PINKASOVITS



DATED: 4/4/18

PLAINTIFF:

SARAH BERGER

A handwritten signature in blue ink, appearing to be 'S. Berger', is written over a horizontal line.

DATED:

PLAINTIFF:

MOSES BERGER

Moses Berger DATED:

PLAINTIFF:

CHAIM BREUER

Chaim Breuer

DATED

3/30/18

PLAINTIFF:

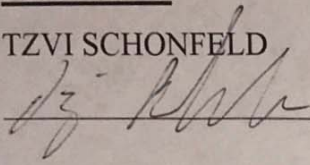
YOSEF ROSEN

Yosef Rosen

DATED: 04/09/2018

PLAINTIFF:

TZVI SCHONFELD

A handwritten signature in dark ink, appearing to read 'TZVI SCHONFELD', is written over a horizontal line.

DATED:

4/5/18

EXHIBIT A
[ERUV MAP]

EXISTING POLES				
Pole_No	ID_1	ID_2	Lechl_No	Wires
E SADDLE RIVER ROAD				
56	56919	39163	2	-
57	56921	39174	2	-
FOX HILL ROAD				
58	56925	39178	2	-
59	56935	39175	1	-
60	56948	39172	0	-
61	56962	39168	0	-
62	56972	39165	2	-
WINDING WAY				
A	56981	39161	0	-
B	57000	39163	0	-
C	10128USR	-	0	-
D	57023	39165	0	-
E	57037	39159	1	-
F	57050	39152	1	-
G	57067	39145	2	-
H	57085	39137	2	Yes - 1
I	57101	39124	2	Yes - 2
COTTAGE LANE				
73	57109	39103	2	Yes - 1
74	57111	39007	2	-
75	57118	39085	2	-
76	57116	39068	1	-
77	57114	39048	0	-
78	57119	39028	0	-
79	57109	39014	1	-
80	57111	39007	2	-
81	57110	38996	1	-
82	57108	38982	1	-
83	57108	38969	1	-
84	57102	39856	0	-
85	57101	38944	1	-
86	57100	38928	1	-
87	57099	38916	1	-
88	20477		2	-
WEISS ROAD				
89	57103	38892	2	-
90	57116	38894	0	-
91	57131	38896	0	-
W SADDLE RIVER ROAD				
92				
93				
94				
95				

- Existing Pole Location
- Proposed Pole Location