

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into this 13 day of February, 2018, by and between the Bergen Rockland Eruv Association, Inc. (“BREA”), Sarah Berger, Moses Berger, Chaim Breuer, Joel Friedman, Arya Rabinovits, Yosef Rosen and Tzvi Schonfeld (collectively, the “Individual Plaintiffs”) (together with BREA, the “Plaintiffs”) and the Borough of Montvale (“Montvale” or the “Borough”) (together with Plaintiffs, the “Parties”) in connection with the Litigation (as defined below) and the subject matter thereof.

1. This settlement pertains to all claims asserted against Montvale in the action captioned *Bergen Rockland Eruv Association, Sarah Berger, Moses Berger, Chaim Breuer, Joel Friedman, Arya Rabinovits, Yosef Rosen and Tzvi Schonfeld v. The Borough of Montvale*, No. 2:17-cv-08632 (the “Litigation”).
2. This settlement is a resolution of disputed claims and is being made to avoid the expense and uncertainty of litigation. Nothing herein shall be construed as an admission or non-admission of liability on the part of the Borough or of the validity or non-validity of Plaintiffs’ claims asserted in the Litigation.
3. 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.
4. 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.
5. Except as set forth in this Agreement, the parties acknowledge that no representations of fact or opinion have been made by any party to induce the execution of this Agreement.
6. 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.
7. The Parties acknowledge that they may hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the claims, causes of action, rights, obligations, costs, liabilities, damages, losses, and expenses herein released, and each Party agrees that this Agreement shall be and remain in effect in all respects as a complete release to all matters that have been released and that such matters are released notwithstanding discovery of any such different or additional facts. This Agreement, and the terms and conditions hereof, shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns. If any provision of this Agreement shall be or become illegal or unenforceable, in whole or in part, for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid, binding

and subsisting.

8. Subject to Paragraph 12 below, Plaintiffs agree to construct the eruv and associated structures according to the plan set forth in Exhibit A (or as otherwise agreed to by the Parties). Montvale agrees not to object to the attachment, existence, restoration, replacement, maintenance and repair of lechis and other material necessary for the eruv to be constructed in accordance with the terms of this Agreement (or as otherwise agreed to by the Parties), provided that any lechis consist of $\frac{3}{4}$ " PVC pipe colored or otherwise painted black or brown, black narrow rectangular plastic strips, or are of such other material, size, and color as is acceptable to the Borough of Montvale, pursuant to BREAs agreement(s) with Orange and Rockland Utilities, Inc. (and any of its subsidiaries) ("O&R") and/or Verizon New Jersey Inc. (and any of its subsidiaries) ("Verizon"). In the event that O&R and/or Verizon insist that any lechis be of a certain material, size, or color, the Parties agree to comply with the requests of O&R and/or Verizon.
9. Montvale represents and warrants that it has secured or will promptly secure all consents necessary to allow for BREAs and its agents and contractors to construct, attach, restore, replace, maintain, repair, and check on at least a weekly basis the posts, fences, poles, wires, lechis, and other materials (except for the checking of any fencing, posts, or poles on private property which is separately addressed in the Paragraph immediately below) that are necessary to effectuate the plans set forth in Exhibit A (or as otherwise agreed to by the Parties) in perpetuity. To the extent any applications are necessary prior to the construction of any new posts, fences, or poles, BREAs agrees to make such application and Montvale agrees to promptly grant such application.
10. Montvale represents and warrants that it has secured or will promptly secure all consents necessary to allow BREAs and its agents and contractors to check any fencing, posts, and poles that are on private property as set forth in Exhibit A (or as otherwise agreed to by the Parties) at least three times per year. It is further agreed that the Borough building inspector, or another similar Borough official, will accompany BREAs and/or its agents and contractors when any fencing, posts, and poles on private property are being checked. Where reasonably possible, the determination of which is agreed to be at the sole discretion of BREAs and its agents and contractors, BREAs shall conduct such inspections from roadways and other publicly-accessible areas without unnecessary incursion onto private property.
11. Montvale represents and warrants that once the eruv is completed pursuant to the terms of this Agreement (or as otherwise agreed to by the Parties), BREAs 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, other than approvals that may be necessary for the repair of any posts, fences, or poles on private property as a result of generally-applicable regulations. In the event that any such approvals are necessary, Montvale agrees to promptly grant such approvals.

12. In the event that for any reason the Parties are not able to timely effectuate the plan set forth in Exhibit A such that it results in a valid eruv, the determination of which is agreed to be at the sole discretion of BREA and its agents and contractors, and the Parties are not able to agree on an alternate plan within forty-five (45) days, Montvale agrees to not object to the attachment, existence, restoration, replacement, maintenance, and repair of lechis that are attached to utility poles in accordance with the plan set forth in the Complaint filed in the Litigation.
13. No part of this Agreement prohibits the removal or replacement by either a utility company or any municipal authority, in the 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, Montvale agrees to work in good faith with BREA and its agents and contractors to find a reasonable and practicable solution for reestablishing the eruv in a timely manner.
14. 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 find an alternative plan for an eruv that is less susceptible to vandalism.
15. In the event that, for any reason, the eruv constructed pursuant to the terms of this Agreement either becomes 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 checked to the satisfaction of BREA and its agents and contractors, Montvale 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.
16. All parties agree that BREA's maintenance of the eruv and any lechis shall be without any public funding from Montvale or the assistance of any of its employees, except that the lechis and all other material needed for the establishment of the eruv shall be entitled to the same protection as any other similar material by Montvale law enforcement.
17. BREA shall restore and repair any and all damage to Montvale property that may occur in connection with the installation or maintenance of the lechis and shall indemnify and hold harmless Montvale, its officials and employees, and the relevant property owner(s) from and against any claims for personal injury or property damage arising from (or allegedly arising from) or in connection with such installation or maintenance. Prior to commencing any work on the eruv within the Borough boundaries, BREA (and any contractor or agent engaged or hired by BREA to perform installation or maintenance) shall furnish to Montvale 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 Montvale, its officials, and employees, and the relevant property owner(s) as additional insureds. Such insurance shall be maintained, and certificates of insurance shall be

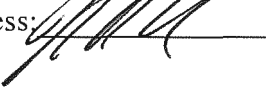
provided, as long as the lechis remain in place. Montvale represents and warrants that the obligations set forth in this Paragraph are equivalent to or less onerous than the obligations that are imposed on all other entities that perform similar work in the Borough.

18. In the event that a legal action is filed challenging the enforceability of this Agreement, BREA agrees to defend the Borough, its officers, officials, agents and employees. The Borough agrees to give BREA immediate notice of any such challenge and agrees immediately to 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.
19. Plaintiffs agree to, within seven (7) days after the execution of this Agreement, effectuate and/or apply for, dismissal of the Litigation. The Plaintiffs shall and do 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 were included in the claims set forth in the Litigation. Except with respect to the enforcement of the terms of this Agreement and so long as the eruv constructed pursuant to the terms of this Agreement remains valid, the determination of which is agreed to be at the sole discretion of BREA and its agents and contractors, Plaintiffs agree not to initiate any new litigation against the Borough of Montvale concerning the erection of an eruv for a period of two (2) years from the date of this Agreement.
20. Montvale agrees that within thirty (30) days of the execution of this Agreement, the Borough shall pay to Plaintiffs the sum of ten thousand dollars (\$10,000) by check payable to Weil, Gotshal & Manges, LLP, as attorneys, which shall represent full and final payment of all claims for monetary damages, attorneys' fees, costs and/or disbursements, and Plaintiffs agree that Plaintiffs and each and every law firm retained by Plaintiffs in this matter are bound by this attorneys' fees/costs/disbursements settlement as reflected in this Agreement, and Plaintiffs and their law firms agree that they will not seek any further monetary payments from Defendants in connection with the Litigation.
21. Montvale recognizes the decision by the United States Court of Appeals for the Third Circuit that, *inter alia*, the erection of the eruv is not an unconstitutional establishment of religion under the First Amendment. *Tenafly Eruv Ass'n v. Borough of Tenafly*, 309 F.3d 144, 177 (3d Cir. 2002).
22. Montvale agrees not to contest or otherwise challenge O&R's and/or Verizon's authority to enter into contracts with BREA or any of its contractors or agents permitting the attachment of lechis to the utility poles necessary to effectuate the terms of this Agreement such that a valid eruv is erected.

23. Montvale agrees to 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), and, except with respect to any fencing, posts, or poles on private property, further agrees that no applications are needed to effectuate the terms of this Agreement. With respect to any fencing, posts, or poles on private property that are necessary to effectuate the terms of this Agreement, Montvale agrees to expedite any zoning or other approval that may be necessary.
24. Montvale agrees not to adopt any ordinance or resolution prohibiting the attachment, existence, restoration, maintenance, checking, repair or placement of lechis pursuant to BREAs' 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.
25. Nothing herein shall be construed to conflict with any pole attachment agreements between BREAs, on the one hand, and O&R and/or Verizon, on the other hand, the terms of which are in no respect amended, modified, or otherwise affected by this Agreement, and which terms are intended to control as between BREAs and O&R and/or Verizon in the event of any conflict between those agreements and the terms of this Agreement.
26. The United States District Court for the District of New Jersey (the "Court") shall 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. 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) pending a hearing on preliminary injunctive relief.
27. This Agreement may be executed in counterpart originals with the same force and effect as if fully and simultaneously executed as a single document. Facsimile or e-mailed signatures shall have the same force and effect as original signatures.

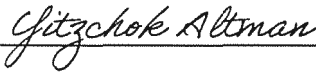
28. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, with the intent to be legally bound, the Parties have set their hands and seal on the day and date first written above.

Witness:  _____

BERGEN ROCKLAND ERUV
ASSOCIATION AND
INDIVIDUAL PLAINTIFFS

Dated: 2/13/2018

By:  _____
Authorized Signatory

Witness: _____

BOROUGH OF MONTVALE

Dated:

By: _____
[Name and Title]

IN WITNESS WHEREOF, with the intent to be legally bound, the Parties have set their hands and seal on the day and date first written above.

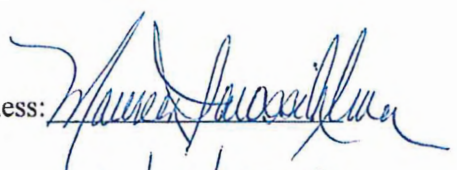
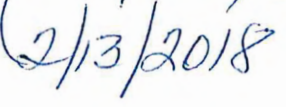
Witness: _____

BERGEN ROCKLAND ERUV
ASSOCIATION AND
INDIVIDUAL PLAINTIFFS

Dated:

By: _____

Authorized Signatory

Witness: 
Dated: 

BOROUGH OF MONTVALE


By: 
Michael Ghassali
Mayor
[Name and Title]

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