



SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

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21 Great Oak Dr., Short Hills, NJ 07078

Property Address: _____

Seller: _____

Brody, Arthur T.

The purpose of this Disclosure Statement is to disclose, to the best of Seller's knowledge, the condition of the Property, as of the date set forth below. The Seller is aware that he or she is under an obligation to disclose any known material defects in the Property even if not addressed in this printed form. Seller alone is the source of all information contained in this form. All prospective buyers of the Property are cautioned to carefully inspect the Property and to carefully inspect the surrounding area for any off-site conditions that may adversely affect the Property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer's hiring of qualified experts to inspect the Property.

If your property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or features even if the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters and fireplaces.

OCCUPANCY

Yes No Unknown

1948

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1. Age of House, if known _____

2. Does the Seller currently occupy this property?

If not, how long has it been since Seller occupied the property? _____

3. What year did the seller buy the property? **1991**

3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of the property? If "yes," please attach a copy of it to this form.

ROOF

Yes No Unknown

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4. Age of roof _____

5. Has roof been replaced or repaired since seller bought the property?

6. Are you aware of any roof leaks?

7. Explain any "yes" answers that you give in this section: **Cedar shingles replaced as needed and flashing around chimney repaired.**

ATTIC, BASEMENTS AND CRAWL SPACES (Complete only if applicable)

Yes No Unknown

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8. Does the property have one or more sump pumps?

8a. Are there any problems with the operation of any sump pump?

9. Are you aware of any water leakage, accumulation or dampness within the basement or crawl spaces or any other areas within any of the structures on the property?

9a. Are you aware of the presence of any mold or similar natural substance within the basement or crawl spaces or any other areas within any of the structures on the property?

10. Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? If "yes," describe the location, nature and date of the repairs:

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11. Are you aware of any cracks or bulges in the basement floor or foundation walls? If "yes," specify location. _____



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12. Are you aware of any restrictions on how the attic may be used as a result of the manner in which the attic or roof was constructed?
13. Is the attic or house ventilated by: ☐ a whole house fan? ☐ an attic fan?
- 13a. Are you aware of any problems with the operation of such a fan?
14. In what manner is access to the attic space provided?
- ☐ staircase ☒ pull down stairs ☐ crawl space with aid of ladder or other device
- ☐ other _____
15. Explain any "yes" answers that you give in this section:
- _____
- _____

TERMITES/WOOD DESTROYING INSECTS, DRY ROT, PESTS

Yes No Unknown

16. Are you aware of any termites/wood destroying insects, dry rot, or pests affecting the property?
17. Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot, or pests?
18. If "yes," has work been performed to repair the damage?
19. Is your property under contract by a licensed pest control company? If "yes," state the name and address of the licensed pest control company: _____
20. Are you aware of any termite/pest control inspections or treatments performed on the property in the past?
21. Explain any "yes" answers that you give in this section:

Carpenter bees on deck. Replaced affected boards and had treatment to get rid of the bees

STRUCTURAL ITEMS

Yes No Unknown

22. Are you aware of any movement, shifting, or other problems with walls, floors, or foundations, including any restrictions on how any space, other than the attic or roof, may be used as a result of the manner in which it was constructed?
23. Are you aware if the property or any of the structures on it have ever been damaged by fire, smoke, wind or flood?
24. Are you aware of any fire retardant plywood used in the construction?
25. Are you aware of any current or past problems with driveways, walkways, patios, sinkholes, or retaining walls on the property?
26. Are you aware of any present or past efforts made to repair any problems with the items in this section?
27. Explain any "yes" answers that you give in this section. Please describe the location and nature of the problem.
- _____
- _____

ADDITIONS/REMODELS

Yes No Unknown

28. Are you aware of any additions, structural changes or other alterations to the structures on the property made by any present or past owners?
29. Were the proper building permits and approvals obtained? Explain any "yes" answers you give in this section:

*1997 - added deck and a trion 2011 - redid the kitchen and lav
2015 - redid 3 upstairs bathrooms 2019 - added upstairs A/C
2022 - Water Heater*

PLUMBING, WATER AND SEWAGE

Yes No Unknown

30. What is the source of your drinking water?
- ☒ Public ☐ Community System ☐ Well on Property ☐ Other (explain) _____
31. If your drinking water source is not public, have you performed any tests on the water? If so, when? _____
- Attach a copy of or describe the results.

- 111 ☐ ☒ ☐ 32. Does the wastewater from any clothes washer, dishwasher, or other appliance discharge to any
112 location other than the sewer, septic, or other system that services the rest of the property?
113 ☐ 33. When was well installed? _____
114 ☐ ☒ ☐ Location of well? _____
115 ☐ 34. Do you have a softener, filter, or other water purification system? ☐ Leased ☐ Owned
116 ☐ 35. What is the type of sewage system?
117 ☐ ☐ ☐ Public Sewer ☐ Private Sewer ☐ Septic System ☐ Cesspool ☐ Other (explain): _____
118 ☐ 36. If you answered "septic system," have you ever had the system inspected to confirm that it is a true
119 septic system and not a cesspool?
120 ☐ 37. If Septic System, when was it installed? _____
121 Location? _____
122 ☐ 38. When was the Septic System or Cesspool last cleaned and/or serviced? _____
123 ☐ ☒ ☐ 39. Are you aware of any abandoned Septic Systems or Cesspools on your property?
124 ☐ ☐ ☐ 39a. If "yes," is the closure in accordance with the municipality's ordinance? (explain):
125 _____
126 ☐ ☒ 40. Are you aware of any leaks, backups, or other problems relating to any of the plumbing systems and
127 fixtures (including pipes, sinks, tubs and showers), or of any other water or sewage related problems?
128 If "yes," explain: _____
129 _____
130 ☐ ☒ 41. Are you aware of any shut off, disconnected, or abandoned wells, underground water or sewage
131 tanks, or dry wells on the property?
132 ☐ ☐ ☐ 42. Is either the private water or sewage system shared? If "yes," explain: _____
133 _____
134 43. Water Heater: ☐ Electric ☐ Fuel Oil ☒ Gas
135 Age of Water Heater Installed 2/2022
136 ☐ ☒ ☐ 43a. Are you aware of any problems with the water heater?
137 44. Explain any "yes" answers that you give in this section:
138 _____
139 _____
140 _____

HEATING AND AIR CONDITIONING

Yes No Unknown

- 142 45. Type of Air Conditioning:
143 ☐ Central one zone ☒ Central multiple zone ☐ Wall/Window Unit ☐ None
144 46. List any areas of the house that are not air conditioned:
145 _____
146 _____
147 ☐ 47. What is the age of Air Conditioning System? Downstairs-unknown Upstairs-2 years
148 48. Type of heat: ☐ Electric ☐ Fuel Oil ☒ Natural Gas ☐ Propane ☐ Unheated ☐ Other
149 49. What is the type of heating system? (for example, forced air, hot water or base board, radiator, steam
150 heat) Forced Air
151 50. If it is a centralized heating system, is it one zone or multiple zones?
152 One zone
153 ☐ 51. Age of furnace 12 years Date of last service: Sept. 2021
154 52. List any areas of the house that are not heated:
155 _____
156 ☐ ☒ ☐ 53. Are you aware of any tanks on the property, either above or underground, used to store fuel or other
157 substances?
158 ☐ ☐ 54. If tank is not in use, do you have a closure certificate?
159 ☐ ☒ 55. Are you aware of any problems with any items in this section? If "yes," explain:
160 _____
161 _____
162 _____

WOODBURNING STOVE OR FIREPLACE

Yes No Unknown

- 163 56. Do you have ☐ wood burning stove? ☒ fireplace? ☐ insert? ☐ other
164 ☒ ☐ 56a. Is it presently usable?
165 ☒ ☐ ☐ 57. If you have a fireplace, when was the flue last cleaned? April 2024
166 ☒ ☐ ☐ 57a. Was the flue cleaned by a professional or non-professional? Top Hat and Tails
167 ☒ ☐ ☐ 58. Have you obtained any required permits for any such item?
168 ☒ ☒ ☐ 59. Are you aware of any problems with any of these items? If "yes," please explain:
169 ☐ ☒ _____
170 _____

ELECTRICAL SYSTEM

Yes No Unknown

60. What type of wiring is in this structure? ☐ Copper ☐ Aluminum ☐ Other ☒ Unknown
61. What amp service does the property have? ☐ 60 ☐ 100 ☐ 150 ☒ 200 ☐ Other ☐ Unknown
62. Does it have 240 volt service? Which are present ☒ Circuit Breakers, ☐ Fuses or ☐ Both?
63. Are you aware of any additions to the original service?
If "yes," were the additions done by a licensed electrician? Name and address:
1997 - ~~Davidson Construction, Inc~~ 2011 - ~~Davidson Construction, Inc~~ Distinctive Remodeling
2018 - Leongu Construction 2019 - Harmony Heating
64. If "yes," were proper building permits and approvals obtained?
65. Are you aware of any wall switches, light fixtures or electrical outlets in need of repair?
66. Explain any "yes" answers you give in this section:

LAND (SOILS, DRAINAGE AND BOUNDARIES)

Yes No Unknown

67. Are you aware of any fill or expansive soil on the property?
68. Are you aware of any past or present mining operations in the area in which the property is located?
69. Is the property located in a flood hazard zone?
70. Are you aware of any drainage or flood problems affecting the property?
71. Are there any areas on the property which are designated as protected wetlands?
72. Are you aware of any encroachments, utility easements, boundary line disputes, or drainage or other easements affecting the property?
73. Are there any water retention basins on the property or the adjacent properties?
74. Are you aware if any part of the property is being claimed by the State of New Jersey as land presently or formerly covered by tidal water (Riparian claim or lease grant)? Explain:
75. Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, bulkheads, etc.) or maintenance agreements regarding the property?
76. Explain any "yes" answers to the preceding questions in this section:
77. Do you have a survey of the property?

ENVIRONMENTAL HAZARDS

Yes No Unknown

78. Have you received any written notification from any public agency or private concern informing you that the property is adversely affected, or may be adversely affected, by a condition that exists on a property in the vicinity of this property? If "yes," attach a copy of any such notice currently in your possession.
- 78a. Are you aware of any condition that exists on any property in the vicinity which adversely affects, or has been identified as possibly adversely affecting, the quality or safety of the air, soil, water, and/or physical structures present on this property? If "yes," explain:
79. Are you aware of any underground storage tanks (UST) or toxic substances now or previously present on this property or adjacent property (structure or soil), such as polychlorinated biphenyl (PCB), solvents, hydraulic fluid, petro-chemicals, hazardous wastes, pesticides, chromium, thorium, lead or other hazardous substances in the soil? If "yes," explain:
80. Are you aware if any underground storage tank has been tested?
(Attach a copy of each test report or closure certificate if available).
81. Are you aware if the property has been tested for the presence of any other toxic substances, such as lead-based paint, urea-formaldehyde foam insulation, asbestos-containing materials, or others?
(Attach copy of each test report if available).
82. If "yes" to any of the above, explain:
79 - NFA attached

231 ☐ ☐ 82a. If "yes" to any of the above, were any actions taken to correct the problem? Explain:

232

233

234 ☐ ☐ ☐ 83. Is the property in a designated Airport Safety Zone?

235

236 **DEED RESTRICTIONS, SPECIAL DESIGNATIONS, HOMEOWNERS ASSOCIATION/CONDOMINIUMS**
237 **AND CO-OPS**

238 Yes No Unknown

239 ☐ ☒ 84. Are you aware if the property is subject to any deed restrictions or other limitations on how it may
240 be used due to its being situated within a designated historic district, or a protected area like the
241 New Jersey Pinelands, or its being subject to similar legal authorities other than typical local zoning
242 ordinances?

243 ☐ ☒ 85. Is the property part of a condominium or other common interest ownership plan?

244 ☐ ☐ 85a. If so, is the property subject to any covenants, conditions, or restrictions as a result of its being part
245 of a condominium or other form of common interest ownership?

246 ☐ ☒ 86. As the owner of the property, are you required to belong to a condominium association or homeowners
247 association, or other similar organization or property owners?

248 ☐ ☐ 86a. If so, what is the Association's name and telephone number?

249
250 ☐ ☐ ☐ 86b. If so, are there any dues or assessments involved?
251 If "yes," how much?

252 ☐ ☐ 87. Are you aware of any defect, damage, or problem with any common elements or common areas that
253 materially affects the property?

254 ☐ ☐ 88. Are you aware of any condition or claim which may result in an increase in assessments or fees?

255 ☐ ☐ ☐ 89. Since you purchased the property, have there been any changes to the rules or by-laws of the
256 Association that impact the property?

257 90. Explain any "yes" answers you give in this section:

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261 **MISCELLANEOUS**

262 Yes No Unknown

263 ☐ ☒ 91. Are you aware of any existing or threatened legal action affecting the property or any condominium
264 or homeowners association to which you, as an owner, belong?

265 ☐ ☒ 92. Are you aware of any violations of Federal, State or local laws or regulations relating to this property?

266 ☐ ☒ 93. Are you aware of any zoning violations, encroachments on adjacent properties, non-conforming
267 uses, or set-back violations relating to this property? If so, please state whether the condition is pre-
268 existing non-conformance to present day zoning or a violation to zoning and/or land use laws.

269

270

271 ☐ ☒ 94. Are you aware of any public improvement, condominium or homeowner association assessments
272 against the property that remain unpaid? Are you aware of any violations of zoning, housing,
273 building, safety or fire ordinances that remain uncorrected?

274 ☒ ☐ ☐ 95. Are there mortgages, encumbrances or liens on this property?

275 ☐ ☒ 95a. Are you aware of any reason, including a defect in title, that would prevent you from conveying
276 clear title?

277 ☐ ☒ 96. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed
278 elsewhere on this form? (A defect is "material," if a reasonable person would attach importance
279 to its existence or non-existence in deciding whether or how to proceed in the transaction.)
280 If "yes," explain:

281

282 ☐ ☒ 97. Other than water and sewer charges, utility and cable tv fees, your local property taxes, any special
283 assessments and any association dues or membership fees, are there any other fees that you pay on
284 an ongoing basis with respect to this property, such as garbage collection fees?

285 98. Explain any other "yes" answers you give in this section:

286 95- Mortgage # 721238545 at Third Federal Savings and Loan

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RADON GAS Instructions to Owners

By law (N.J.S.A. 26:2D-73), a property owner who has had his or her property tested or treated for radon gas may require that information about such testing and treatment be kept confidential until the time that the owner and a buyer enter into a contract of sale, at which time a copy of the test results and evidence of any subsequent mitigation or treatment shall be provided to the buyer. The law also provides that owners may waive, in writing, this right of confidentiality. As the owner(s) of this property, do you wish to waive this right?

Yes No

☒☐

(Initials)

(Initials)

If you responded "yes," answer the following questions. If you responded "no," proceed to the next section.

Yes No Unknown

☐☒

99. Are you aware if the property has been tested for radon gas? (Attach a copy of each test report if available.)

☐☒

100. Are you aware if the property has been treated in an effort to mitigate the presence of radon gas? (If "yes," attach a copy of any evidence of such mitigation or treatment.)

☐☒

101. Is radon remediation equipment now present in the property?

☐☐

101a. If "yes," is such equipment in good working order?

MAJOR APPLIANCES AND OTHER ITEMS

The terms of any final contract executed by the seller shall be controlling as to what appliances or other items, if any, shall be included in the sale of the property. Which of the following items are present in the property? (For items that are not present, indicate "not applicable.")

Yes No Unknown N/A

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102. Electric Garage Door Opener

☒☐☐

102a. If "yes," are they reversible? Number of Transmitters 0

☒☐☐

103. Smoke Detectors

☐ Battery ☐ Electric ☐ Both How many

☐ Carbon Monoxide Detectors How many

Location Per township requirements.

☐☒☐

104. With regard to the above items, are you aware that any item is not in working order?

104a. If "yes," identify each item that is not in working order or defective and explain the nature of the problem:

☐☐☒

105. ☐ In-ground pool ☐ Above-ground pool ☐ Pool Heater ☐ Spa/Hot Tub

☐☐☒

105a. Were proper permits and approvals obtained?

☐☐☒

105b. Are you aware of any leaks or other defects with the filter or the walls or other structural or mechanical components of the pool or spa/hot tub?

☐☐☒

105c. If an in-ground pool, are you aware of any water seeping behind the walls of the pool?

106. Indicate which of the following may be included in the sale? (Indicate Y for yes N for no.)

☒ Refrigerator (2)

☒ Range

☒ Microwave Oven

☒ Dishwasher

☐ Trash Compactor

☐ Garbage Disposal

☐ In-Ground Sprinkler System

☐ Central Vacuum System

☐ Security System

☒ Washer

☒ Dryer

☐ Intercom

☒ Other Barbecue on deck and portable generator

☒☐☐

107. Of those that may be included, is each in working order?

If "no," identify each item not in working order, explain the nature of the problem:

SOLAR PANEL SYSTEMS

By completing this section, Seller is acknowledging that the Property is serviced by a Solar Panel System, which means a system of solar panels designed to absorb the sunlight as a source of energy for generating electricity or heating, any and all inverters, net meter, wiring, roof supports and any other equipment pertaining to the Solar Panels (collectively, the "Solar Panel System"). This information may be used, among other purposes, to prepare a Solar Panel Addendum to be affixed to and made a part of a contract of sale for the Property.

Yes No Unknown

108. When was the Solar Panel System Installed? _____

109. Are SRECs available from the Solar Panel System?

109a. If SRECs are available, when will the SRECs expire? _____

110. Is there any storage capacity on your Property for the Solar Panel System?

111. Are you aware of any defects in or damage to any component of the Solar Panel System? If yes, explain: _____

112. Choose one of the following three options:

112a. The Solar Panel System is financed under a power purchase agreement or other type of financing arrangement which requires me/us to make periodic payments to a Solar Panel System provider in order to acquire ownership of the Solar Panel System ("PPA")? If yes, proceed to **Section A** below.

112b. The Solar Panel System is the subject of a lease agreement. If yes, proceed to **Section B** below.

112c. I/we own the Solar Panel System outright. If yes, you do not have to answer any further questions.

SECTION A - THE SOLAR PANEL SYSTEM IS SUBJECT TO A PPA

113. What is the current periodic payment amount? \$ _____

114. What is the frequency of the periodic payments (check one)? ☐ Monthly ☐ Quarterly

115. What is the expiration date of the PPA, which is when you will become the owner of the Solar Panel System? _____ ("PPA Expiration Date")

116. Is there a balloon payment that will become due on or before the PPA Expiration Date?

117. If there is a balloon payment, what is the amount? \$ _____

118. Choose one of the following three options:

118a. Buyer will assume my/our obligations under the PPA at Closing.

118b. I/we will pay off or otherwise obtain cancellation of the PPA as of the Closing so that the Solar Panel System can be included in the sale free and clear.

118c. I/we will remove the Solar Panel System from the Property and pay off or otherwise obtain cancellation of the PPA as of the Closing.

SECTION B - THE SOLAR PANEL SYSTEM IS SUBJECT TO A LEASE

119. What is the current periodic lease payment amount? \$ _____

120. What is the frequency of the periodic lease payments (check one)? ☐ Monthly ☐ Quarterly

121. What is the expiration date of the lease? _____

122. Choose one of the following two options:

122a. Buyer will assume our obligations under the lease at Closing.

122b. I/we will obtain an early termination of the lease and will remove the Solar Panel System prior to Closing.

ACKNOWLEDGMENT OF SELLER

The undersigned Seller affirms that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate brokerage firm representing or assisting the seller to provide this Disclosure Statement to all prospective buyers of the Property, and to other real estate agents. Seller alone is the source of all information contained in this statement. If the Seller relied upon any credible representations of another, the Seller should state the name(s) of the person(s) who made the representation(s) and describe the information that was relied upon.

DocuSigned by:

Art Brody

34F98F84463A402...

3/1/2022 | 4:24 PM PST

SELLER

DATE

SELLER

DATE

SELLER

DATE

SELLER

DATE

EXECUTOR, ADMINISTRATOR, TRUSTEE

(If applicable) The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this Disclosure Statement.

DATE

DATE

RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER

The undersigned Prospective Buyer acknowledges receipt of this Disclosure Statement prior to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this Disclosure Statement is not a warranty by Seller and that it is Prospective Buyer's responsibility to satisfy himself or herself as to the condition of the Property. Prospective Buyer acknowledges that the Property may be inspected by qualified professionals, at Prospective Buyer's expense, to determine the actual condition of the Property. Prospective Buyer further acknowledges that this form is intended to provide information relating to the condition of the land, structures, major systems and amenities, if any, included in the sale. This form does not address local conditions which may affect a purchaser's use and enjoyment of the property such as noise, odors, traffic volume, etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding contract to purchase the property. Prospective Buyer acknowledges that he or she understands that the visual inspection performed by the Seller's real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as performed by a licensed home inspector.

PROSPECTIVE BUYER

DATE

PROSPECTIVE BUYER

DATE

PROSPECTIVE BUYER

DATE

PROSPECTIVE BUYER

DATE

ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON

The undersigned Seller's real estate broker/broker-salesperson/salesperson acknowledges receipt of the Property Disclosure Statement form and that the information contained in the form was provided by the Seller.

The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the property with reasonable diligence to ascertain the accuracy of the information disclosed by the seller, prior to providing a copy of the property disclosure statement to the buyer.

The Prospective Buyer's real estate broker/broker-salesperson/salesperson also acknowledges receipt of the Property Disclosure Statement form for the purpose of providing it to the Prospective Buyer.

DocuSigned by:

Sue Adler

SELLER'S REAL ESTATE BROKER/
BROKER-SALESPERSON/SALESPERSON:

DATE

PROSPECTIVE BUYER'S REAL ESTATE BROKER/
BROKER-SALESPERSON/SALESPERSON:

DATE



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ADDITIONAL DISCLOSURE re: 21 Great Oak Dr., Short Hills, NJ 07078

The following items are to be INCLUDED in the sale:

Generator (portable)
 Gas barbeque on deck
 Drapes and curtains
 Kitchen TV
 Basement sleeper sofa, side tables and coffee table (will remove if not wanted)

The following items are to be EXCLUDED from the sale:

Den TV (mount to remain)

The following items are to convey in strictly AS-IS condition:

Access for wires behind den TV
 Garage keypad
 Fireplace and associated components
 Drapes and curtains
 Kitchen TV
 Basement sleep sofa, side tables, coffee table

Acknowledged by:

Seller: Art Brady 3/1/2022 | 4:24 PM PST Buyer: _____
 (date) (date)

Seller: _____ Buyer: _____
 (date) (date)



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

Unregulated Heating Oil Tank Program
Mail Code 401-05
P.O. Box 420
Trenton, NJ 08625-0420
Phone #: 609-633-0544
Fax #: 609-984-6004

October 6, 2014

Arthur Brody
21 Great Oak Drive
Short Hills, NJ 07078

Re: Area of Concern: One 550 gallon #2 Heating Oil Underground Storage Tank System
Unrestricted Use - No Further Action Letter and Covenant Not to Sue
Block 1605, Lot 14
21 Great Oak Drive
Millburn Township, Essex County
Program Interest #:658876, Activity Number: CSP140001
Communications Center Number: 14-05-21-1505-30

Dear Mr. Brody:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) makes a determination that no further action is necessary for the remediation of the area of concern specifically referenced above, except as noted below, so long as you did not withhold any information from the Department. This action is based upon information in the Department's case file and your final certified report dated September 2014. In issuing this No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Remedial Investigation and Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the area of concern specifically referenced above and no other areas.

NO FURTHER ACTION CONDITIONS

As a condition of this No Further Action Determination pursuant to N.J.S.A. 58:10B-12o, you and any other person who was liable for the cleanup and removal costs, and remains liable pursuant to the Spill Act, shall inform the Department in writing within 14 calendar days whenever your name or address changes. Any notices submitted pursuant to this paragraph shall reference the above case numbers and shall be sent to: Site Remediation Program, P.O. Box 420, Trenton, NJ 08625.

By operation of law a Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1 applies to this remediation. The Covenant Not to Sue is subject to any conditions and limitations contained herein. The Covenant Not to Sue remains effective only as long as the real property referenced above continues to meet the conditions of this Conditional No Further Action Letter.

Thank you for your attention to these matters. If you have any questions, please contact Michael Cowan at (609)984-1731.

Sincerely,

A handwritten signature in dark ink, appearing to read "George King".

George King, Chief
Unregulated Heating Oil Tank Program

c: Municipal Clerk, Millburn Township
Millburn Health Department
Sterling Environmental Services
Essex County Health Department
Mark Gruzlovic, NJDEP/Unregulated Heating Oil Tank Program
File Copy



309 Lafayette Ave. P.O. Box 257
Kenilworth, NJ 07033
P: 908-272-2100 F: 908-272-0761
NJ Contractor Reg No. 10535
Master HVACR Lic. No. 485
help@meyer-depew.com

Service Order #: 048150

Bill To: Arthur T. Brody
21 Great Oak Drive
Short Hills NJ 07078

Acct: 44744

Site: Arthur T. Brody
21 Great Oak Drive

Phone #: (973) 376-7624

Email: ART.Brody@atbconsulting.com

Equipment			
Make	Model	Serial #	Description
CARRIER	38TKB048	1802e32267	
CAR	28RN148	V652911	

Qty	Item #	Description/Parts	Without Agreement	With Agreement	Your Cost
2.00	100.00.0047	20X25X1 STANDARD AIR FILTER	0.00	0.00	0.00

SERVICE PARTS/LABOR WARRANTY: All parts used are warranted as per the manufacturer specifications. The labor for this work, when performed under a preferred client or assured comfort agreement will be guaranteed for a period of (2) year. All agreement repairs will be guaranteed for a period of (1) year. We do not guarantee parts not supplied by us. If repairs later become necessary as a result of other failed parts, they will be charged for separately.

Tech Signature:		Tech Name: Kyle Bergman	Call Status DONE	Sub Total	0.00
				Tax	0.00
Client Signature:			Date: 04/08/2019	Total	0.00
				Payment Received	0.00
				Deposit	0.00
				Balance Due	

Signature above is by the owner/authorized representative of the work site. You have been authorized to diagnose and/or make repairs. The work has been performed in a satisfactory manner and I acknowledge receipt of my copy. Payment due at time of service, except for approved credit accounts with 30-day terms. Amounts not paid in accordance are subject to a finance charge of 1.5% per month, 18% annually. Cost of collection, including attorney and/or filing fees will be the responsibility of the debtor.



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Service Order #: 069965

Bill To: Arthur T. Brody
21 Great Oak Drive
Short Hills NJ 07078

Acct: 44744
Site: Arthur T. Brody
21 Great Oak Drive
Short Hills NJ 07078
Email: ART.Brody@atbconsulting.com

Equipment				
Make	Model	Serial #	Description	Age

Service Date: 09/26/2020 Time On: 1824 Time Off: 1903

Work Description:
Condensate drain pan was cracked. Client does not want to replace it so I patched it with epoxy. Let client know this is a temporary fix and it can leak again in the future. Client understands. System is working

The American Society of Heating, Refrigeration, and Air Conditioning (ASHRAE) has determined that the average life expectancy of a Heating and/or Air Conditioning System is 15 Years. The age of your system is listed in the equipment.

Thank you for trusting your comfort to Meyer & Depew!

Qty	Item #	Description/Parts	Without Agreement	With Agreement	Your Cost
1.00	D	SERVICE CALL DIAGNOSTIC CHARGE	0.00	0.00	116.00

SERVICE PARTS/LABOR WARRANTY: All parts used are warranted as per the manufacturer specifications. The labor for this work, when performed under a preferred client or assured comfort agreement will be guaranteed for a period of (2) year. All agreement repairs will be guaranteed for a period of (1) year. We do not guarantee parts not supplied by us. If repairs later become necessary as a result of other failed parts, they will be charged for separately.

Sub Total	116.00
Tax	7.69
Total	123.69
Payment Received	123.69
Deposit	123.69
Balance Due	

Tech Signature:		Tech Name:	Ivo Araujo	Call Status:	DONE
Client Signature:		NA	Date:	09/26/2020	

Signature above is by the owner/authorized representative of the work site. You have been authorized to diagnose and/or make repairs. The work has been performed in a satisfactory manner and I acknowledge receipt of my copy. Payment due at time of service, except for approved credit accounts with 30-day terms. Amounts not paid in accordance are subject to a finance charge of 1.5% per month, 18% annually. Cost of collection, including attorney and/or filing fees will be the responsibility of the debtor.



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Service Order #: 074913

Bill To: Arthur Brody
21 Great Oak Drive
Short Hills NJ 07078

Acct: 44744
Site: Arthur Brody
21 Great Oak Drive
Short Hills NJ 07078

Phone #: (973) 376-7624

Email: ART.Brody@atbconsulting.com

Equipment				
Make	Model	Serial #	Description	Age
CAR	38TKB048	1802e32267		
CAR	28RN148	V652911		

Qty	Item #	Description/Parts	Without Agreement	With Agreement	Your Cost
50.00	261.00.0026	3/8" BRAIDED CLEAR VINYL TUBING	0.00	0.00	0.00
1.00	1	LEVEL 1 REPAIR	0.00	0.00	194.00
3.00	100.00.0047	20X25X1 STANDARD AIR FILTER	0.00	0.00	0.00

SERVICE PARTS/LABOR WARRANTY: All parts used are warranted as per the manufacturer specifications. The labor for this work, when performed under a preferred client or assured comfort agreement will be guaranteed for a period of (2) year. All agreement repairs will be guaranteed for a period of (1) year. We do not guarantee parts not supplied by us. If repairs later become necessary as a result of other failed parts, they will be charged for separately.

Tech Signature:		Tech Name:	Michael Grouss	Call Status:	DONE	Sub Total	194.00
Client Signature:			NA	Date:	04/14/2021	Tax	12.85
						Total	206.85
						Payment Received	0.00
						Deposit	0.00
						Balance Due	

Signature above is by the owner/authorized representative of the work site. You have been authorized to diagnose and/or make repairs. The work has been performed in a satisfactory manner and I acknowledge receipt of my copy. Payment due at time of service, except for approved credit accounts with 30-day terms. Amounts not paid in accordance are subject to a finance charge of 1.5% per month, 18% annually. Cost of collection, including attorney and/or filing fees will be the responsibility of the debtor.



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help@meyer-depew.com

RENEWAL NOTICE

Agreement No.: C003167	Customer No.: 44744
Renewal Date: 05/31/2019	Phone: (973) 376 - 7624
Expiration Date: 05/30/2020	Type: PY

Site: 44744

Bill To: 44744

Arthur T. Brody
21 Great Oak Drive
Short Hills, NJ 07078

Arthur T. Brody
21 Great Oak Drive
Short Hills, NJ 07078

Unit	EType	Brand	Model	Serial
0002	FRN	CARRIER	58MVC120F120	4909a03484
0003	CU	CARRIER	38TKB048	1802e32267
0004	ACL	CAR	28RN148	V652911

PREFERRED CLIENT MAINTENANCE AGREEMENT-HEAT/COOL
15% DISCOUNT PARTS & LABOR

Paid By: Check, Visa, Mastercard, Discover, Am-Ex
Account#: _____
Exp. Date: _____ **CVV:** _____
Signature: _____

Sales Tax: 23.39

Balance Due: 376.39

Planned Maintenance Agreement

Call today to renew your agreement



309 Lafayette Ave. P.O. Box 257
Kenilworth, NJ 07033
P: 908-272-2100 F: 908-272-0761

NJ Contractor Reg No. 10535
Master HVACR Lic. No. 485
help@meyer-depew.com

RENEWAL NOTICE

Agreement No.: C003167	Customer No.: 44744
Renewal Date: 05/31/2020	Phone: (973) 376 - 7624
Expiration Date: 05/30/2021	Type: PY

Bill To: 44744

Arthur T. Brody
21 Great Oak Drive
Short Hills, NJ 07078

Site: 44744

Arthur T. Brody
21 Great Oak Drive
Short Hills, NJ 07078

Unit	EType	Brand	Model	Serial
0002	FRN	CARRIER	58MVC120F120	4909a03484
0003	CU	CARRIER	38TKB048	1802e32267
0004	ACL	CAR	28RN148	V652911

PREFERRED CLIENT MAINTENANCE AGREEMENT-HEAT/COOL
15% DISCOUNT PARTS & LABOR

**For current terms & conditions please visit our website at www.meyer-depew.com/terms.

Paid By: Check, Visa, Mastercard, Discover, Am-Ex

Account#: _____

Exp. Date: _____

Signature: _____

CVV: _____

Sales Tax:

24.05

Balance Due:

387.05

Planned Maintenance Agreement

Call today to renew your agreement



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Kenilworth, NJ 07033
P: 908-272-2100 F: 908-272-0761

NJ Contractor Reg No. 10535
Master HVACR Lic. No. 485
help@meyer-depew.com

RENEWAL NOTICE

Agreement No.: C003167	Customer No.: 44744
Renewal Date: 05/31/2021	Phone: (973) 376 - 7624
Expiration Date: 05/30/2022	Type: PY19

Site: 44744

Arthur T. Brody
21 Great Oak Drive
Short Hills, NJ 07078

Bill To: 44744

Arthur T. Brody
21 Great Oak Drive
Short Hills, NJ 07078

Unit	EType	Brand	Model	Serial
0002	FRN	CAR	58MVC120F120	4909a03484
0003	CU	CAR	38TKB048	1802e32267
0004	CO	CAR	28RN148	V652911
<p>PREFERRED CLIENT MAINTENANCE AGREEMENT-HEAT/COOL 15% DISCOUNT PARTS & LABOR</p> <p>**For current terms & conditions please visit our website at www.meyer-depew.com/terms.</p>				

Paid By: Check, Visa, Mastercard, Discover, Am-Ex

Account#: _____

Exp. Date: _____ **CVV:** _____

Signature: _____

Sales Tax: 24.78

Balance Due: 398.78

Planned Maintenance Agreement

Call today to renew your agreement



Harmony Heating Corp
129 Hibernia Ave.
Rockaway, NJ 07866

Phone: (973) 627-0044
Fax: (973) 627-2516
www.harmonyheating.com

Phone Number: (973) 271-8133

Email Address: art.brody@atbconsulting.com

Bill to
Art Brody
21 Great Oak Dr
Short Hills, NJ 07078

Ship to
Art Brody
21 Great Oak Dr
Short Hills, NJ 07078

Work Order #: 9391

Assigned Tech: Steve E.

Task: Balance

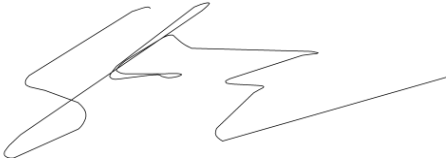
Service Form

1. Model/Serial Worked On	AC	2. Describe Service Performed	home owner already balanced rooms and declined me balancing at the attic at this time. replaced filter 213 no charge
3. Additional Information	checked refrigerant pressures are 135/295	4. Additional Information	system is cooling and operating normal at this time
<i>PARTS WARRANTY - All parts as recorded are warranted per manufacturer specifications.</i>		<i>LABOR GUARANTY - The labor charge as recorded here relative to the equipment serviced as noted, is guaranteed for a period of 30 days. We do not, of course, guaranty other parts than those we install.</i>	
<i>LABOR GUARANTY CONT'D - If repairs later become necessary due to other defective parts, they will be charged separately.</i>			

Harmony Heating Corp
129 Hibernia Ave.
Rockaway, NJ 07866

Phone: (973) 627-0044
Fax: (973) 627-2516
www.harmonyheating.com

Technician



Steve E.

6/29/2020



Real Estate Evaluation Letter

This letter is an evaluation prepared for

Brody

pertaining to the condition of the roof located at:

21 Great Oak Drive, Short Hills, New Jersey, 07078

Inspected on: 02/22/2022

*Inspected by: **Brian Pott***

Certified to be a complete and honest declaration at the time of the inspection.

The Existing Roof is comprised of 18" Perfection Cedar Shingles set at an exposure of approximately 5 3/4" creating three layers of wood protection. This type of smooth sawn architecturally uniform cedar shingle is preferred for its natural and tailored appearance and is used on traditional and modern residential and non-residential structures. For use on roofs and sidewalls.

The number one reason the Perfection Shingle roof is replaced, often prematurely, is for aesthetic reasons and not because of roof leak(s) or failure. The nature of this shingle is a tremendous amount of expansion during rain and contraction in dryer cycles. The swelling of the wood shingles keeps water from entering the home. It is both common and expected to see areas of daylight from inside the attic space of a wood shingle roof without any consequence of leaking. An interior inspection of the roof in the attic was performed.

Although possible, we do not recommend replacement of shingles for aesthetic reasons alone. The process to remove just one shingle is invasive requiring the removal of all overlapping pieces and associated fasteners adding trauma to the wood layers above, beneath and the surrounding shingles. This can compromise the integrity of the roofing system. Only necessary shingle replacements should be performed. The preferred method of repair often is metal shim placement, which is non-invasive and when placed correctly very effective.

The steepness of a roof and lot position in regards to sun exposure will determine the lifespan of all roofing materials. All moisture and accumulated debris will sit on a lower sloped roof for a longer period of time thus shortening the duration of effective protection. Cedar is naturally resilient against moisture. Shingle decay/rot only becomes a problem with substantial moss growth, which would impede the wood from completely drying. This roof system does not have a moss problem.

Direct sunlight is the greatest enemy of all roofing. Cupped and curled shingles may have lost some of their aesthetic appeal but are still functioning properly. Even split shingles still perform by protecting (shading) the layers of wood (2) underneath from the consequences of sun. It is important to note that the two layers of shingles below (protected for years from the top shingle exposure above) alone will keep moisture from entering the home. This explains how so many homes/barns with missing cedar shakes/shingles go years without maintenance or repair and still have no leak issues.

The ridge caps appear to be tight and secure. Often this area of roof requires repair/refastening because of wind damage not usually found in other areas throughout the body of the roof. The body of these roof sections were examined and there are no suggested shingle replacements noted.

The most common cause of leaks in all roofs is the pipe vent stacks. The flashing around these pipes often have a neo-prene gasket which can dry-rot and crack over time allowing moisture into the home. The pipe vent stacks on this roof have all been inspected and have been previously sealed.

The flashings on this roof are constructed of metal and appear to be in good condition. If a leak develops in these flashings, it can usually be repaired avoiding replacement.

Today the main house roof has an over-all functional life expectancy of approximately 12-14 years. It is important to note that if a leak did develop, repair rather than replacement is almost always an option.

This life expectancy can be significantly increased by the decision to preserve this shingle roof. Coating it with a water repellant wood preservative designed specifically for cedar application will protect the shakes from both future sun and moisture a wood roofs two greatest enemies. Suggested Re-Coat treatments are best performed every five to six years. It is clear that this roof has been treated previously with coating present today. Current homeowner stated at time of inspection the roof has been treated multiple times in the past.

This roof was inspected by Brian Pott, Co-Owner of The Cedar Roof Company located in Malvern, Pa. Since 1993, we have been trusted to provide the Delaware Valley the most reliable service and effective cedar roof solutions including the installation, repair, preservation and certification of cedar shake and shingle wood roofs. By using only quality materials and the most highly trained experts, we ensure unparalleled customer satisfaction. Our goal is to educate homeowners about the options available for their cedar roof by providing a thorough and honest assessment.

I certify the above declaration of the roof listed to be accurate at the time of inspection:

Signed: Brian Pott

Date: 02/28/2022

185-1 Lancaster Ave. ~ Malvern, PA 19355 ~ 610.647.3099
CedarRoofCompany@gmail.com ~ www.CedarRoof.com