

EXHIBIT E

Page 1

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY -
CHANCERY DIVISION
DOCKET NO. MID-C-23-24

JVS INDUSTRIAL & COMMERCIAL :
CONTRACTORS, INC., :

Plaintiff, :

vs. :

41 GLENDALE, LLC; STALWART :
EQUITIES, INC.; and TOWNSHIP :
OF EDISON, :

Defendants. :

DEPOSITION OF MAYOR SAMIP JOSHI

TRANSCRIPT of the videotaped
stenographic notes of the proceedings in the
above-entitled matter, as taken by and before
LAURA P. REAM, a Registered Court Reporter and
Notary Public of the State of New Jersey, held
at Edison Township Municipal Building, 100
Municipal Boulevard, Edison, New Jersey, on
Tuesday, January 21, 2025, commencing at 10:59
a.m.

HUDSON COURT REPORTING & VIDEO (732) 906-2078

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ALSO PRESENT:

Vincent Falcatano, Videographer

Douglas Yago

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(Exhibits Joshi 1 and Joshi 2 were pre-marked for identification purposes.)
THE VIDEOGRAPHER: Good morning. We are on the record at 10:59 a.m.

eastern time on Tuesday, January 21, 2025, for the stenographically recorded and videotaped deposition of Sam Joshi in the action JVS Contractors versus 41 Glendale, LLC, and others.

My name is Vincent Falcetano, the videographer, and Laura Ream is the court reporter. We are with Hudson Court Reporting and Video Nationwide.

This deposition is being held at the Edison Municipal Building, 100 Municipal Boulevard in Edison, New Jersey.

Will all counsel present please state their appearances for the record.

MS. MARKS: Christine Marks, Fox Rothschild, on behalf of plaintiffs.

MS. KINGMAN: Marissa Koblitz Kingman, Fox Rothschild, on behalf of the plaintiff.

MR. BYRNES: Richard Byrnes,

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Wilentz, Goldman & Spitzer, on behalf of defendants, 41 Glendale and Stalwart Equities.

MR. ZINGARO: Christopher Zingaro from the law office of Rainone Coughlin, Minchello, on behalf of defendant, Township of Edison.

THE VIDEOGRAPHER: Will the court reporter please swear in the witness.

MAYOR SAMIP JOSHI, having been first duly sworn according to law by the Officer, testifies as follows:

DIRECT EXAMINATION
BY MS. MARKS:

Q. Good morning. My name is Christine Marks. I'm at the law firm of Fox Rothschild. We represent the plaintiff in this litigation. I'll be asking you a series of questions today. Can you state your name -- full name for the record.

A. Samip Joshi.
MR. ZINGARO: Counsel, just for the record, we identify the -- although

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it has been placed on the record at the start of this -- at the start of today, there was a court transcriber who was recording the Court conference that we had before Judge Vinuola concerning the video and audio recording of today's deposition.

At that time Her Honor identified that today's deposition will be placed under a protective order. We would reserve all rights to pursue any sanctions against any parties, nonparties that would in any manner distribute this recording in violation of that order, as well as in violation of any future orders that plaintiff -- that the defendant might obtain through motion practice.

We just want to make sure it's very clear that the township is preserving all rights against any parties, third parties, representatives in connection with the distribution of materials in violation of that protective order issued today by Judge

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1 Vinola.
2 MS. MARKS: Okay. My
3 understanding is the video portion of
4 this deposition will be held under
5 protective order pending you making
6 the -- the township moving to make a
7 motion. That's what -- but just the
8 video portion was protected.
9 MR. ZINGARO: Video with its audio
10 component, of course. Yes, that's
11 correct.
12 MS. MARKS: Right.
13 MR. ZINGARO: Thank you.
14 BY MS. MARKS:
15 Q. Mayor Joshi, where do you reside?
16 A. 15 Carriage Place.
17 Q. And is that located in Edison?
18 A. Yes.
19 Q. And how long have you been at that
20 residence?
21 A. Since 2016.
22 Q. And prior to 2016 where did you
23 reside?
24 THE WITNESS: What does this have
25 to do with...

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1 MS. MARKS: You don't get to ask
2 the questions here, sir. It's
3 background --
4 THE WITNESS: Edison.
5 MS. MARKS: -- information.
6 BY MS. MARKS:
7 Q. Okay. Where in Edison did you
8 reside prior to that?
9 A. On a street.
10 Q. May I have the address of that
11 street, please, the address on that street
12 where you were residing?
13 A. Library Place.
14 Q. May I have the number of the
15 residence in which you resided on Library
16 Place?
17 A. 18.
18 Q. And for what time period did you
19 reside at 18 Library Place in Edison, New
20 Jersey?
21 A. Mostly my whole life.
22 Q. Have you ever been deposed prior to
23 today?
24 A. Yes.
25 Q. On how many occasions?

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1 A. One.
2 Q. And when was that?
3 A. I believe 2012.
4 MR. ZINGARO: Counsel, we have
5 not -- you have not provided
6 instructions --
7 MS. MARKS: (Indicating).
8 MR. ZINGARO: Thank you.
9 MS. MARKS: Yes.
10 BY MS. MARKS:
11 Q. Although you've been deposed one
12 time, I'm going to give you a series of
13 instructions. You may not recall the
14 instructions at that time that will apply for
15 today. If you have any questions regarding
16 them, please let us know.
17 So today you're under oath. It's
18 the same as if you're testifying in a
19 courtroom, only obviously a less formal
20 setting. The court reporter is taking down and
21 will ultimately transcribe your testimony into
22 a booklet form.
23 And as a result of that, it's very
24 important that you answer all your answers
25 verbally. A shrug of the shoulder, a grin,

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1 anything like that will not be able to be taken
2 down by the court reporter.
3 And it's also important that we
4 don't speak over each other. The court
5 reporter can only take one of us down at a
6 time. So although their will be times where
7 you'll know exactly how my question will end, I
8 ask that you just give me a moment to finish
9 the question and then you can provide your
10 answer. And at the same token, if at any time
11 I start speaking before you are done with your
12 answer, please let us know. We want to get
13 your full answer today.
14 If at any time your counsel or any
15 other counsel in the room objects -- proposes
16 an objection to one of my questions, please let
17 counsel work that out before you respond, and
18 your counsel will direct you whether or not you
19 are to respond once he has an objection on the
20 record.
21 If you don't understand one of my
22 questions, please let me know. I'll either
23 rephrase it or ask a new question. We're here
24 today to get your knowledge and what you know,
25 so we ask that you don't guess. If you are

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1 going to guesstimate or guess, please let us
2 know in advance, please. Again, if counsel
3 objects, please let us work it out.

4 Is there any reason today that you
5 feel you will not be able to understand my
6 questions?

7 A. No.

8 Q. Any reason today that you believe
9 you would not be able to answer truthfully and
10 honestly?

11 A. No.

12 Q. And I'm just going to give you a
13 warning now, I'm from Central Jersey. I tend
14 to speak very quickly. So if I speak too
15 quickly, let me know. I will happily slow down
16 because the court reporter will yell at me.

17 Are you taking any medication today
18 that may impede or affect your ability to
19 understand my questions?

20 A. No.

21 Q. Any medication that may impede or
22 affect your ability to answer truthfully and
23 honestly?

24 A. No.

25 Q. Any time you need a break, please

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1 let us know. This isn't a marathon, anything
2 like that. We only ask that you complete your
3 answer to any question before we take that
4 break.

5 So in 2012 that you believe you

6 were deposed, were you a party to a litigation?

7 A. No.

8 Q. Okay. How is it that you came to be
9 deposed?

10 A. I was a witness.

11 Q. Were you a fact witness or an expert
12 witness?

13 A. Fact witness -- sorry, I was a
14 fact -- I was a witness of an incident.

15 Q. What type of incident did you
16 witness?

17 A. The death of my ex-girlfriend's
18 father.

19 Q. And was this a civil or a criminal
20 action?

21 A. Civil.

22 Q. Did you ultimately testify at the
23 trial of that matter?

24 A. No.

25 Q. Did the matter go to trial?

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1 And Park Gate sued you for delayed

2 payment of fees --

3 MR. ZINGARO: Objection --

4 BY MS. MARKS:

5 Q. -- or assessment?

6 MR. ZINGARO: Objection as to the
7 relevancy to the underlying litigation
8 we're here --

9 MS. MARKS: We're going --

10 MR. ZINGARO: It's clear that this
11 has no relationship to the subject of
12 this litigation.

13 MS. MARKS: Noted your objection
14 you can answer.

15 MR. ZINGARO: You can answer.

16 THE WITNESS: What...

17 MS. MARKS: Can you read back the
18 question?

19 (The previous question was read
20 back by the court reporter.)

21 THE WITNESS: Yes.

22 BY MS. MARKS:

23 Q. How did that litigation resolve, if
24 it did?

25 MR. ZINGARO: Again, objection to

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1 A. No.
2 Q. Other than that one deposition have
3 you ever testified at a trial or a hearing
4 prior to today?
5 A. No.
6 Q. Have you had any prior involvement
7 in a civil legal action besides that deposition
8 incident?
9 A. Can you repeat the question?
10 Q. Have you had any other involvement
11 in any civil legal action?
12 A. No.
13 Q. Okay. You've not been a party in a
14 civil legal action?
15 A. Civil legal action... Yes.
16 Q. Okay. On what occasion were you a
17 party to a civil action?
18 A. It was Park Gate versus myself.
19 Q. And what were the facts of that
20 civil action?
21 A. A delayed payment of a condo due.
22 Q. Was Park Gate a resident -- a
23 condominium or homeowners associate that you --
24 A. Yes.
25 Q. -- belonged to?

Pages 13 to 16

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1 form and objection --
 2 MS. MARKS: Objection to form is
 3 fine.
 4 MR. ZINGARO: You can answer.
 5 THE WITNESS: They dropped the
 6 matter.
 7 BY MS. MARKS:
 8 Q. It was dismissed?
 9 A. Yes.
 10 Q. Do you know where that litigation
 11 was pending or filed?
 12 A. No.
 13 Q. Did you have an attorney in that
 14 litigation?
 15 A. No.
 16 Q. Did you pay the delayed payment?
 17 MR. ZINGARO: Objection you're --
 18 MS. MARKS: Again, objection to
 19 form.
 20 MR. ZINGARO: Once again, this is
 21 a clear indication of the intended
 22 potential use of this deposition outside
 23 the scope of --
 24 MS. MARKS: Your objection to
 25 form --

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1 MR. ZINGARO: -- outside the
 2 scope --
 3 MS. MARKS: Counsel, your
 4 objection to form is noted.
 5 MR. ZINGARO: I want to make
 6 sure I note it once again --
 7 MS. MARKS: I'm entitled to go
 8 through the background with this
 9 litigation. Credibility is instrumental
 10 in these cases, as you're aware.
 11 But you can place your objection
 12 on the record, that's fine, and --
 13 MR. ZINGARO: Objection --
 14 MS. MARKS: -- we'll move on.
 15 We've already delayed this case -- the
 16 start of this deposition an hour and a
 17 half. We've got to take a break in
 18 45 -- in 30 minutes -- 35 minutes.
 19 Let's move on.
 20 MR. ZINGARO: I have to make sure
 21 that we protect -
 22 MS. MARKS: Your objection --
 23 MR. ZINGARO: -- the purpose --
 24 MS. MARKS: Listen, you can object
 25 to the form. You've done that.

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1 MR. ZINGARO: I'm placing it
 2 on the --
 3 MS. MARKS: You already did.
 4 MR. ZINGARO: -- record again.
 5 MS. MARKS: You can answer.
 6 THE WITNESS: Repeat the question.
 7 MS. MARKS: Can you read back the
 8 question, please.
 9 (The previous question was read
 10 back by the court reporter.)
 11 THE WITNESS: Yes.
 12 BY MS. MARKS:
 13 Q. Any other times that you were a
 14 party to a similar action?
 15 A. No.
 16 Q. Have you any prior involvement as a
 17 party in an arbitration?
 18 A. No.
 19 Q. Have you any prior involvement as a
 20 witness in an arbitration?
 21 A. No.
 22 Q. Have you ever been accused of
 23 criminal activity?
 24 A. No.
 25 Q. Have you ever been charged with

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1 criminal activity?
 2 A. No.
 3 Q. And have you ever been convicted of
 4 criminal activity?
 5 A. No.
 6 Q. Did you take any action to prepare
 7 for today's deposition?
 8 A. I skimmed over some documents.
 9 Q. What documents did you skim over?
 10 MR. ZINGARO: Objection seeks
 11 attorney -- it's protected by
 12 attorney-client privilege.
 13 MS. MARKS: I didn't ask him what
 14 you gave him. I asked him what
 15 documents he's reviewed. There's been
 16 no testimony about an attorney. What --
 17 so I will repeat the question again.
 18 BY MS. MARKS:
 19 Q. What documents did you skim over?
 20 A. They were sheets of paper.
 21 Q. Do you recall what those sheets of
 22 paper said?
 23 A. A few words.
 24 Q. What kind of words were on those
 25 sheets of paper?

Pages 17 to 20

Page 21

1 A. Glendale, Silver Lake.
2 Q. How many sheets of paper did you
3 skim over?
4 A. Two.
5 Q. Two pages?
6 A. Correct.
7 Q. So you looked at two pages in
8 preparation for today; is that correct?
9 A. Correct.
10 Q. Okay. Did you review the complaint
11 filed against the township in this case?
12 A. No.
13 Q. All right.
14 MS. MARKS: Counsel, I don't know
15 if you want me to give it to you first.
16 MR. ZINGARO: Thank you.
17 MS. MARKS: I handed counsel what
18 we marked Joshi 1, which is a document
19 that we've identified for witness.
20 BY MS. MARKS:
21 Q. And just for the record, Mayor, when
22 you see a document -- whenever we use documents
23 in the case, we more likely than not are going
24 to put an identifier on them. Here we'll use
25 Joshi 1, 2, 3, 4. It's a way to tracking the

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1 document through the testimony. So there's no
2 magic to the numbering on it. It's just a way
3 to make sure that when we get the transcript,
4 we can follow along with which documents were
5 used.
6 So have you ever seen J-1 before --
7 Joshi 1?
8 A. No.
9 Q. Are you aware today that you are
10 appearing pursuant to Joshi 1 today?
11 A. Yes.
12 Q. Okay. Okay. Is it -- but you've
13 never seen Joshi 1 before?
14 A. No.
15 Q. Okay.
16 MS. MARKS: Counsel, I'll hand you
17 Joshi 2.
18 BY MS. MARKS:
19 Q. Mayor, I just handed --
20 MR. ZINGARO: Counsel, just give
21 me one moment.
22 MS. MARKS: Sure.
23 BY MS. MARKS:
24 Q. -- counsel what we've identified as
25 Joshi 2, which he'll relay to you when he

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1 reviews it. Have you ever seen Joshi 2 before?
2 A. No.
3 Q. Are you aware that you're appearing
4 today pursuant to Joshi 2?
5 A. Yes.
6 Q. Do you understand that you've been
7 designated today to testify as to certain
8 information within the township's knowledge?
9 A. Yes.
10 Q. Okay. What topics do you understand
11 that you are here to testify regarding?
12 MR. ZINGARO: Objection to form.
13 You can answer.
14 THE WITNESS: The purchase and
15 process of the Glendale property.
16 BY MS. MARKS:
17 Q. What do you mean when you talk about
18 "the Glendale property"?
19 A. How it was purchased.
20 Q. What is the Glendale property?
21 MR. ZINGARO: Objection to form.
22 You can answer.
23 THE WITNESS: It's a -- several
24 pieces -- several acres along Glendale
25 and Silver Lake.

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1 BY MS. MARKS:
2 Q. Do you have any knowledge of
3 Glendale's contract with the plaintiff in this
4 case and its predecessor, J. Scheer?
5 A. No.
6 Q. Do you understand that you're here
7 to testify as to the township's knowledge of
8 the Glendale contract with JVS and/or Scheer?
9 A. Yes.
10 Q. Okay. What did you do, since you
11 have no knowledge of that contract, what
12 actions did you take to learn of the township's
13 knowledge of that contract?
14 MR. ZINGARO: Objection to the
15 extent it seeks privileged materials
16 protected by the attorney-client
17 privilege.
18 MS. MARKS: Counsel, is it your
19 position today that actions taken by the
20 mayor to prepare to learn of the
21 township's knowledge in topic -- and
22 we'll say it's topic 3 under the notice
23 are privileged?
24 MR. ZINGARO: To the extent that
25 any preparations involved counsel, I am

Pages 21 to 24

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1 ensuring that I place on the record
2 my -- preserving the objection that
3 those -- that any portions of
4 preparation that involved an attorney
5 communication are privileged and
6 protected.

7 MS. MARKS: Okay. You're aware
8 facts are not privileged, correct?

9 MR. ZINGARO: I'm not going to
10 engage in it. I'm simply preserving my
11 right and reserving -- excuse me,
12 reserving my client's right to protect
13 attorney-client privileged
14 communications.

15 BY MS. MARKS:
16 Q. Okay. Mayor, tell me step by step
17 what actions you took to learn the township's
18 knowledge of Stalwart and Glendale's original
19 contract with JVS Scheer?

20 A. I designated my attorneys to handle
21 everything related to this.

22 Q. I don't understand your answer.
23 What's "this"?

24 A. I designated my attorneys to handle
25 this matter.

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1 Q. When you say "this matter," what do
2 you mean? What are you referring to?

3 A. The Glendale property litigation.

4 Q. So you designated the attorneys to
5 handle the -- I'm sorry, let's go back.

6 You're here to testify as to the
7 township's knowledge of the January 30 -- or
8 the October 31, 2019, contract with JVS, item
9 No. 3, correct?

10 A. Yes.

11 Q. Okay. What action -- well, what can
12 you tell me as to the township's knowledge of
13 that contract?

14 MR. ZINGARO: Objection to the
15 form and --

16 MS. MARKS: Objection to form is
17 fine.

18 MR. ZINGARO: Rephrase.

19 MS. MARKS: Do you understand the
20 question?

21 THE WITNESS: I designated my
22 attorneys to address this.

23 BY MS. MARKS:

24 Q. But you understand that you're here
25 to testify as to the township's knowledge of

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1 that contract?

2 A. Yes.

3 Q. But you don't have any knowledge of
4 that contract?

5 A. Because I have attorneys that do it
6 for me.

7 Q. Okay. And you took no action to be
8 able to tell me today what the township's
9 knowledge is?

10 A. Because my attorneys are handling
11 it.

12 Q. Okay. Are you produce -- is the
13 township producing its attorneys to testify on
14 behalf of this notice?

15 MR. ZINGARO: Objection to --
16 objection to the question.

17 THE WITNESS: My attorneys will
18 address this matter. I have very
19 limited knowledge on this matter, so my
20 attorneys will handle it.

21 BY MS. MARKS:

22 Q. Can you please take a look at
23 Joshi 2? And if you look at page 1, the last
24 sentence of page 1 says, "The topics to be
25 addressed at the deposition include..." and

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1 then it goes on and identifies 12 topics. Do
2 you see that?

3 A. Yes.

4 Q. Are you prepared today to testify as
5 to the township's knowledge of any of these
6 topics?

7 MR. ZINGARO: Pause.

8 Counsel, you have before you --
9 the township has produced 6,000 pages of
10 documents. You've had those for months.

11 If you have specifics questions -- if
12 you have specifics questions about those
13 topics, let's ask those questions so we
14 can test what the witness knows.

15 You're asking a --

16 MS. MARKS: Counsel --

17 MR. ZINGARO: -- a blank question
18 at the start without getting into any
19 specifics, without marshalling any
20 documents. You have materials to
21 question the witness to get into an
22 understanding. You're going through a
23 colloquy of the topics themselves asking
24 umbrella questions rather than getting
25 into specifics.

Pages 25 to 28

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1 MS. MARKS: Counsel, I just asked
2 the witness if he had any knowledge of
3 topic No. 3, which is a contract.
4 Knowledge of a contract. And he
5 testified no. He testified he
6 designated his attorneys.
7 Do not tell me how to take my
8 deposition. Okay?
9 MR. ZINGARO: You're free to
10 continue your questioning.
11 MS. MARKS: Thank you.
12 MR. ZINGARO: I need to make very
13 clear --
14 MS. MARKS: Don't waste my time on
15 the record when we're going to be
16 breaking, at your request, in another 20
17 minutes.
18 MR. ZINGARO: My client's request
19 to break, which we agreed to prior to
20 this deposition.
21 MS. MARKS: Great.
22 BY MS. MARKS:
23 Q. So you testified earlier that in
24 topic No. 3 -- you see that, correct? Can you
25 read topic No. 3?

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1 A. I can.
2 Q. Do you have any information relating
3 to the township's knowledge of that -- of top
4 No. 3, that contract?
5 A. Very limited knowledge. My
6 attorneys handled everything.
7 Q. Okay. What knowledge do you have?
8 What is that limited knowledge that you have?
9 MR. ZINGARO: Objection to form.
10 You can answer.
11 THE WITNESS: That there was some
12 sort of a hiccup in the purchase of this
13 property.
14 BY MS. MARKS:
15 Q. What hiccup are you referring to?
16 A. I was told that there was some sort
17 of essentially a hiccup that would prevent us
18 from immediately purchasing the property, which
19 is why it was delayed.
20 Q. Can you describe for me what the
21 hiccup, as you understand it, was?
22 A. I was informed that there was some
23 claim to some land.
24 Q. What claim were you informed of?
25 A. A piece of property along the

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1 property that we were trying to purchase.
2 Q. And what was the claim?
3 MR. ZINGARO: Objection to form.
4 You can answer.
5 THE WITNESS: Some entity had
6 rights to that property that we were
7 trying to purchase.
8 BY MS. MARKS:
9 Q. Do you recall what entity it is that
10 had rights to that property that you were
11 trying to purchase?
12 A. I believe it was the neighboring
13 property, which I'm now assuming is JVS.
14 Q. Okay. And was that hiccup resolved?
15 A. My attorneys would have handled
16 that.
17 Q. Did you ever come to learn how or if
18 that hiccup was resolved?
19 A. No. That would be a total waste of
20 my time.
21 Q. What would be a total waste of your
22 time?
23 A. Knowing the details of pending
24 litigation on a property that I fully intended
25 to purchase.

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1 Q. You fully intended regarding another
2 entity's rights to the property?
3 A. I was going to purchase the property
4 or acquire the property one way or another.
5 And I asked my attorneys to make sure that I
6 finish that goal.
7 Q. Which attorneys were they that you
8 told that?
9 MR. ZINGARO: Objection to form.
10 It seeks attorney-client privileged
11 materials.
12 MS. MARKS: The identity of an
13 attorney is not attorney-client
14 privilege.
15 MR. ZINGARO: Of course it can be.
16 To the extent there are attorneys --
17 MS. MARKS: The name of an
18 attorney is not privileged, Counsel. I
19 didn't ask for his communications.
20 MR. ZINGARO: No, to the extent
21 that a corporation retains distinct
22 counsel that represents distinct
23 functions certainly asking for the
24 identity of an attorney reveals the
25 content of those communications.

Pages 29 to 32

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1 MS. MARKS: It does not.
2 MR. ZINGARO: I object --
3 MS. MARKS: Counsel, on the
4 record, if you're going to direct
5 your client not to testify --
6 MR. ZINGARO: I'm directing the
7 witness not to answer.
8 MS. MARKS: So you are directing
9 your client not to identify what
10 attorneys were charged with acquiring
11 the property for a public entity?
12 You're going to direct your client not
13 to answer that?
14 MR. ZINGARO: Can you repeat the
15 question back, please?
16 (Whereupon, the following question
17 was read back by the reporter:
18 "QUESTION: Which attorneys were
19 they that you told that?")
20 MR. ZINGARO: Could you repeat the
21 question prior to that?
22 (Whereupon, the following question
23 was read back by the reporter:
24 "QUESTION: You fully intended
25 regarding another entity's rights to the

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1 property?")
2 MR. ZINGARO: Counsel, to the
3 extent that you'd like to rephrase the
4 question?
5 MS. MARKS: Which one? We just
6 read back two.
7 MR. ZINGARO: There were two
8 statements, neither of which are
9 understandable. So to the extent that
10 you would rephrase your question, the
11 witness will consider -- will reconsider
12 the question.
13 BY MS. MARKS:
14 Q. What attorneys were engaged to
15 acquire the property from the township?
16 A. I just told Rainone Coughlin.
17 Q. Any particular attorney at Rainone
18 Coughlin?
19 A. The partner. That would be Lou
20 Rainone.
21 Q. And would Mr. Rainone be the
22 attorney you testified earlier that you
23 designated to handle this matter?
24 A. Yes.
25 Q. And am I correct that your testimony

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1 earlier was that you had -- you had fully
2 intended to acquire the property regardless of
3 what you termed was a hiccup?
4 A. Yes.
5 Q. Okay. And that hiccup was that a
6 neighboring entity had rights to the property?
7 A. Correct.
8 Q. Do you remember what rights to the
9 property the neighboring entity had?
10 A. Not particularly.
11 Q. Are you aware that the township
12 previously designated and produced
13 Ms. Alves-Viveiros? I'm not sure -- Sonia, to
14 make it easier for everybody, as its corporate
15 designee?
16 A. Can you repeat the question?
17 Q. Are you aware that in this
18 litigation the township had previously produced
19 Sonia to receive as its corporate designee?
20 A. Not as a corporate designee, but I'm
21 aware that she was asked to be deposed.
22 Q. So you don't have any knowledge that
23 she was previously designated as the -- as a
24 designee to testify on behalf of the township?
25 A. I know that she was asked to be

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1 deposed, and I know that she was deposed.
2 Q. Okay. Did you have any
3 communications with Sonia prior to her
4 deposition?
5 MR. ZINGARO: Objection you're --
6 Counsel, this is outside the scope of
7 the subjects for which you identified in
8 the corporate designee. Also, it's
9 outside the scope of the topics that the
10 Court permitted deposition testimony by
11 the mayor.
12 So your questions concerning how a
13 prior corporate designee testified are
14 outside the scope of both deposition
15 notices.
16 MS. MARKS: I'm not aware of any
17 restrictions on the deposition notice to
18 the mayor. It's not in this. And if
19 you want to direct him not to testify,
20 you can do that, but we will move before
21 the Court.
22 So you can object to form or the
23 witness can answer the question of
24 whether he had any discussions with
25 Sonia prior to her deposition regarding

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1 the deposition.
2 MR. ZINGARO: I'll preserve my
3 objection.
4 You can answer the question.
5 THE WITNESS: No.

6 BY MS. MARKS:

7 Q. Do you have any knowledge regarding
8 a title search for the property that the
9 township purchased?
10 A. No. That would be a complete waste
11 of my time, much like this deposition.

12 Q. Okay. Do you have any knowledge of
13 the mediation that was conducted in the prior
14 litigation between JVS and the township?
15 A. No. That would be a complete waste
16 of my time, much like this deposition.

17 Q. Okay. Are you aware that there was
18 prior litigation between the township and JVS
19 Scheer?
20 A. No.

21 Q. So you have no knowledge of a prior
22 litigation between JVS Scheer and the township
23 regarding the township's claim of a
24 right-of-way on JVS's property?
25 A. I believe that was mentioned to me

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1 now that you brought it up.
2 Q. So the township was engaged in
3 litigation and you had no knowledge of it?

4 A. No. My attorneys handle that.
5 Q. Okay. Do you have any understanding
6 as to why the township was claiming a
7 right-of-way through JVS Scheer's property?
8 A. I believe it was for the access of
9 the Silver Lake roadway.

10 Q. Okay. Do you know what the -- what
11 happened with that litigation, how it was
12 resolved?
13 A. I believe Edison lost that case.

14 Q. When you say they lost, what do you
15 mean?
16 A. Or we did not get access to that.

17 Q. Okay. Do you have an understanding
18 of whether or not Edison dismissed the
19 litigation?
20 A. No.

21 Q. Okay. As -- in the Township of
22 Edison who would have to approve the attorney's
23 dismissing a litigation?
24 A. Either myself or the BA.

25 Q. So the BA has the authority to

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1 authorize a dismissal of a litigation?

2 A. In my absence, yes.

3 Q. Who's currently the BA?

4 A. Sonia.

5 Q. Okay. Does Sonia have to report to
6 you if she dismisses a litigation?
7 A. No.

8 Q. And do you have any recollection
9 whether you or Sonia was the authority to
10 authorize a dismissal of the litigation with
11 JVS, the prior litigation?
12 MR. ZINGARO: Object to form to

13 the extent the Mayor has not --
14 MS. MARKS: Objection to form is
15 fine.

16 MR. ZINGARO: The mayor has not
17 established --
18 MS. MARKS: Counsel, you can
19 object to form. You cannot do a
20 speaking objection.

21 MR. ZINGARO: It's clear there's
22 no foundation for this question --
23 MS. MARKS: That's an objection to
24 form. That's an objection to form.
25 Object away.

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1 Can you read back that question?
2 (The previous question was read
3 back by the court reporter.)
4 THE WITNESS: No.

5 BY MS. MARKS:

6 Q. And do you have any recollection of
7 whether or not you were involved in the
8 mediations in that case?
9 A. No. That would be a complete waste
10 of time, much like this deposition.

11 Q. So attempting to resolve a
12 litigation in which the township is a party is
13 a waste of your time?
14 A. Yes.

15 Q. Did you have any communications with
16 Stalwart and Glendale regarding the township's
17 efforts to purchase the Glendale property?
18 A. Yes.

19 Q. Okay. What communications did you
20 have --
21 MR. ZINGARO: Objection to form.

22 BY MS. MARKS:

23 Q. -- with Glendale?

24 MR. ZINGARO: Objection to form.
25 You can answer.

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1 THE WITNESS: I met with an
2 individual twice. The first time was
3 right when I had gotten into office and
4 the second time it was just before we
5 were going to close.

6 BY MS. MARKS:

7 Q. Do you recall who the individual
8 was?

9 A. No.

10 Q. Does the name Samuel Wachsmann --
11 A. It was the owner. I was told it was
12 the owner.

13 Q. So what was discussed -- what did
14 you discuss with the owner the first time you
15 met with him?

16 A. The first time we met we were in the
17 conference room and I had explained that I did
18 not want a warehouse on their property. I had
19 run a town-wide campaign explaining that I did
20 not want that piece of property to have a
21 warehouse. It was well known.

22 And I explained that I would like
23 to purchase the property on behalf of the
24 township, and we agreed to a price.

25 Q. Do you recall what that price was?

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1 A. It was approximately 12 million.
2 Q. Were there any documents or
3 contracts drawn up at that time?

4 A. No.

5 Q. And then when was the second time
6 that you met with the owner?

7 A. The second time was just before the
8 closing of the property, and we had confirmed
9 that price.

10 Q. Where did that meeting take place?

11 A. In my conference room.

12 Q. Who else was present?

13 A. My attorney.

14 Q. Who would be...?

15 A. Lou Rainone.

16 Q. Okay. Who else?

17 A. It may have just been Lou.

18 Q. You met with the owner --

19 A. Yes.

20 Q. -- Sam, and then your attorney was
21 present?

22 A. Yes.

23 Q. And how long did that meeting take
24 place? How long did it take?

25 A. Less than ten minutes.

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1 Q. And your first meeting, how long did
2 that take place?

3 A. Less than 15 minutes.

4 Q. Who else was present in the first
5 meeting?

6 A. I believe it was myself, Lou, and my
7 Chief of Staff.

8 Q. Who is your Chief of Staff?

9 A. Bob Diehl.

10 Q. Is he still your Chief of Staff?

11 A. Yes.

12 Q. Are you aware of any other
13 communications between the township and the
14 owner?

15 A. No.

16 Q. You're not aware of any
17 communications between that first meeting, when
18 you came into the office where you agreed upon
19 a price, and to the second meeting
20 approximately, what, two-and-a-half years
21 later?

22 A. My attorneys would have handled it,
23 so I wouldn't have direct knowledge of it.

24 Q. And did you make any effort to
25 prepare yourself today as to what

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1 those communications -- to testify regarding
2 those communications by your attorneys?

3 MR. ZINGARO: Objection.

4 You can answer.

5 THE WITNESS: Can you repeat the
6 question?

7 MS. MARKS: Sure.

8 BY MS. MARKS:

9 Q. Did you make any effort to --
10 appearing for today to be able to testify
11 regarding those communications by your
12 attorneys?

13 A. No.

14 Q. Can you please look at Joshi 2 and
15 look at No. 8, where it says, "The
16 communications with J. Scheer and JVS
17 regarding..." Or actually No. 7, I'm sorry,
18 "Communications with Stalwart and Glendale
19 regarding your efforts to purchase the
20 property."

21 So your testimony is today you made
22 no effort to testify except for your personal
23 knowledge of those two meetings with Glendale
24 as to the topics in No. 7?

25 MR. ZINGARO: Do you have a

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specific question concerning those communications?

MS. MARKS: Yeah, his knowledge of them, that he designate his attorneys had them. That's what his testimony was.

Correct, Mayor?

THE WITNESS: Correct.

BY MS. MARKS:

Q. So did you make any effort today to learn what those communications were so that you could testify regarding the township's communications?

A. Only my personal knowledge.

Q. Okay. So you made no effort to learn what the township's knowledge is of those communications?

A. No, because I designate my attorney for that.

Q. Right. But today the township designated you to testify about them.

A. Okay.

Q. But you're not here today to testify about those, you're not prepared?

A. I can testify as mayor. I am

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testifying as mayor.

Q. Okay. So tell me about the communications between the meeting, when you first came into the office, which you just testified, and the meeting just prior to closing. Tell me about the communications the town had with Glendale.

A. I was informed that we were working on trying to acquire the property, which is the only objective that I had.

Q. Do you understand -- and maybe you don't. Do you understand that a corporate designee is designated to testify as to a party's knowledge?

A. Yes.

Q. Okay. One of the topics that you, Mayor, were designated today to testify regarding about was the communications that the township had with Glendale regarding your efforts to purchase the property. And so far you've testified that you were informed that they were working on acquiring the property.

A. Yes.

Q. Can you tell me what communications your designated attorneys had with Glendale?

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A. No.

Q. No. Who could?

A. Rainone Coughlin, the firm.

Q. Did you have any communications with any representative of JV Scheer or JVS regarding the Glendale property?

MR. ZINGARO: Objection to form.

Are you asking in his --

MS. MARKS: Objection I said --

MR. ZINGARO: As mayor or corporate designee?

MS. MARKS: Him. Him.

THE WITNESS: No.

BY MS. MARKS:

Q. Can you tell me what communications the township had with J. Scheer or JVS regarding the Glendale property?

A. No. My attorneys would have handled that for me.

Q. Okay. And you are not prepared today to testify as to what communications your attorneys had with J. Scheer and JVS?

A. No. My attorneys would have that knowledge.

Q. Okay. And, again, you've been

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designated by the township to testify as to those communications, and you can't do that today; is that what you're telling me?

A. I am doing it.

Q. Well, what are the contents of the communications?

A. I -- here's how it works. As mayor, I have more than a dozen attorneys for different subject matters, and I designate an individual or a firm to execute my vision. And it's as simple as that. How it gets there is irrelevant to me.

Q. Well, the township is a party to this litigation, is it not?

A. Yes.

Q. Okay. And a deposition notice was issued to the township to designate a person with knowledge of those communications the township had with JV Scheer and/or JVS --

A. Okay.

Q. -- is that your understanding?

A. Yes.

Q. Okay. They designated the township, you yourself designated you, and you're tell --

MR. ZINGARO: Counsel, he has

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1 answered this question.
2 MS. MARKS: Counsel, I'm not done
3 with my question. He said he doesn't
4 know.
5 MR. ZINGARO: That mis-frames the
6 testimony that was just given.
7 Objection.
8 BY MS. MARKS:
9 Q. So I think you can tell me what
10 communications your attorneys had with
11 JV Scheer in response to No. 8 on the
12 deposition notice.
13 A. My attorneys would have communicated
14 directly. I would not be -- I would not know
15 the contents of their communications.
16 Q. And you made no effort for today's
17 depositions to learn the content of those
18 communications?
19 A. No.
20 Q. Thanks a lot.
21 A. Because that would be a waste of my
22 time.
23 Q. Okay.
24 A. Because I'm the mayor, much like
25 this deposition is a complete waste of time.

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1 Q. Yes, I'm sure the Court will be
2 happy that you're going to ignore their
3 directions. That's great. That goes --
4 A. I'm not ignoring them. That's why
5 I'm here.
6 Q. You already did. You're not
7 prepared today to testify as to knowledge --
8 A. I am prepared.
9 Q. So tell me what is the
10 communications the township had with J. Scheer
11 Industries and JVS regarding the subject No. 8?
12 MR. ZINGARO: Pause.
13 Mayor, if you have communications
14 that you would like to pull out from the
15 dep -- from the document production to
16 ask the mayor to understand how
17 communications -- how communications are
18 transmitted and worked in the township,
19 please bring those documents forward.
20 MS. MARKS: I don't want to know
21 what the documents say --
22 MR. ZINGARO: Good. I want to
23 make sure that this record, if there's
24 no audio/visual transcript, there are no
25 documents being produced. You have not

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1 put one document before the mayor
2 concerning communications with JVS or
3 J. Scheer. I just want to make sure.
4 You're not doing that?
5 MS. MARKS: I don't know what I'm
6 doing yet.
7 MR. ZINGARO: Okay.
8 MS. MARKS: Are you saying I'm not
9 entitled to oral communications?
10 MR. ZINGARO: Certainly not.
11 MS. MARKS: I'm not? I'm not
12 entitled to oral communications?
13 MR. ZINGARO: No, you certainly
14 are.
15 MS. MARKS: Well, I asked the
16 mayor if he had them and he said no.
17 MR. ZINGARO: I just want to make
18 sure there are no efforts --
19 BY MS. MARKS:
20 Q. Mayor, are you aware of any --
21 MR. ZINGARO: -- to actually --
22 BY MS. MARKS:
23 Q. Mayor, are you aware of any oral
24 communications your attorneys had with Glendale
25 or Stalwart regarding the purchase of the

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1 property?
2 A. I'm aware that they were having
3 communication, but not what they were.
4 Q. Okay. And same thing with JVS and
5 Scheer, you're aware they were having
6 communications, but you have no knowledge what
7 those communications were?
8 A. Correct.
9 Q. That's all.
10 Are you familiar with the defenses
11 that the township has raised in this
12 litigation?
13 A. That there was -- no.
14 Q. No. Did you have any involvement
15 with the discovery produced by the township in
16 this case?
17 A. No.
18 Q. Okay. And you did not review the
19 documents that was -- that were produced by the
20 township in this case in preparation for today,
21 correct?
22 A. I skimmed through them.
23 Q. The two pages?
24 A. Correct.
25 Q. So do you know how many documents

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1 the township produced in this litigation?
2 A. I was informed that it was a few
3 thousand.
4 Q. A few thousand. And you skimmed two
5 pages?
6 A. Correct.
7 Q. And you're aware that one of the
8 topics you were going to be testifying
9 regarding would be the documents produced by
10 the township, correct?
11 A. Repeat the question.
12 Q. You were aware that one of the
13 topics that you were asked to testify -- to be
14 prepared to testify about today were the
15 documents produced by the township today?
16 MR. ZINGARO: Objection to form.
17 You can answer if you understand.
18 THE WITNESS: I had delegated
19 my -- or designated my attorneys to
20 handle all litigation. That's what I
21 have attorneys for.
22 BY MS. MARKS:
23 Q. Right. But your appearance today as
24 a witness, you were asked to testify -- be
25 prepared to testify about certain topics,

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1 correct?
2 A. Correct.
3 Q. Okay. And so my testimony -- my
4 question is, you did not review or you did
5 review documents produced by the township in
6 preparation for your testimony today?
7 MR. ZINGARO: Objection to form.
8 If you understand the question,
9 you can answer.
10 THE WITNESS: I skimmed through
11 two pages.
12 MS. MARKS: Okay. Oh do you need
13 a break? It's 11:49. Before I
14 start something --
15 THE WITNESS: Yes.
16 THE VIDEOGRAPHER: We're going off
17 the record at 11:50 a.m.
18 (Off the record.)
19 THE VIDEOGRAPHER: We are back on
20 the record 1:17 p.m. This begins media
21 file No. 2.
22 BY MS. MARKS:
23 Q. Good afternoon, Mayor. Just a
24 reminder that we're still under oath right now.
25 And one question is, did you have any

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1 discussions with counsel regarding the
2 deposition during the break?
3 A. No.
4 Q. Okay. Can we have the benefit of
5 your educational background?
6 A. What would you like to know?
7 Q. Did you attend -- well, where did
8 you graduate high school?
9 A. J.P. Stevens.
10 Q. Okay. And what year was that?
11 A. 2007.
12 Q. And did you attend college?
13 A. Yes.
14 Q. And where did you go?
15 A. Rutgers University.
16 Q. And did you graduate with a degree?
17 A. Yes.
18 Q. And what is the degree in?
19 A. Bachelor of arts.
20 Q. And did you have a specialization or
21 an area of study?
22 A. I did, my mini M.B.A. afterwards in
23 digital marketing.
24 Q. Okay. Where is your mini M.B.A.
25 from?

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1 A. Rutgers University.
2 Q. And what year did you graduate
3 Rutgers?
4 A. 2012.
5 Q. Any minors?
6 A. Two majors, labor studies and
7 political science.
8 Q. And you said you had a mini M.B.A.
9 What is a mini M.B.A.?
10 A. It's a crash course on digital
11 marketing.
12 Q. Any other advanced degrees?
13 A. No.
14 Q. Are you matriculating anywhere
15 today?
16 A. No.
17 Q. Do you hold any licenses aside from
18 your driver's license?
19 A. No.
20 Q. Okay. Any certifications?
21 A. No.
22 Q. Have you previously held any
23 licenses besides your driver's license?
24 A. My mortgage loan originator's
25 license.

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1 Q. And when did you hold that?
2 A. 2012 through 2021.
3 Q. Okay. And did that expire, or did
4 you cancel it, or what happened with that
5 license?
6 A. It expired.
7 MS. MARKS: I'm going to show
8 you -- we can mark that Joshi 3.
9 (Exhibit Joshi 3 was marked for
10 identification purposes.)
11 BY MS. MARKS:
12 Q. Mayor, I'm going to hand your
13 counsel what we marked as Joshi 3. It's a
14 document entitled "Verified Complaint." Have
15 you ever seen that document before?
16 A. Yes.
17 Q. When did you see that document?
18 A. In my meeting prior to this meeting.
19 Q. So in preparation for today?
20 A. Correct.
21 Q. Okay. Is this one of the two pages
22 you looked at?
23 A. This is not.
24 Q. This is in addition to the two
25 pages?

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1 A. I physically looked at this. I
2 didn't skim through it.
3 Q. At any time since -- I think the
4 date on the top of this is March 30, 2024.
5 Since March '24 -- March 2024, I'm sorry. Is
6 there any time that you read through this
7 document?
8 A. No. That would be a total waste of
9 my time.
10 Q. Do you know what this document is?
11 A. A civil lawsuit.
12 Q. Which civil lawsuit?
13 A. Would you like me to read?
14 Q. No, just your understanding, if you
15 have one.
16 A. The neighbor and the owner of
17 Glendale as well as Edison Township are in a
18 lawsuit.
19 Q. Do you have any understanding of
20 what the claims against the township are in the
21 lawsuit?
22 A. Not entirely.
23 Q. What understanding do you have of
24 the lawsuit?
25 A. That the neighbor feels entitled to

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1 some piece of land on the property that we
2 purchased.
3 Q. Do you have any understanding as to
4 why the neighbor feels entitled, as you say?
5 A. Because they're greedy.
6 Q. Greedy. Okay. And do you have any
7 further understanding of what the lawsuit is
8 about?
9 A. No.
10 Q. Do you have any understanding of the
11 claims -- what the allegations or the claims
12 against Glendale are in the lawsuit?
13 A. No.
14 Q. Okay. And is it your understanding
15 that the township has responded to that
16 document?
17 A. Yes.
18 Q. Okay.
19 (Exhibit Joshi 4 was marked for
20 identification purposes.)
21 BY MS. MARKS:
22 Q. Mayor Joshi, the court reporter's
23 handed you what we marked as Joshi 4, and the
24 title on the document is Answer to Complaint.
25 Do you see that document?

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1 A. Yes.
2 Q. Have you seen that document before?
3 A. Maybe.
4 Q. Okay. When is it that you may have
5 seen that document?
6 A. In my meeting prior to this one.
7 Q. Do you recall ever reading through
8 this document?
9 A. No. That would be a total waste of
10 my time.
11 Q. Okay. I'm going to represent to you
12 that this is the answer to the complaint,
13 Joshi 3, that was filed on behalf of the
14 township.
15 With that understanding, would
16 any -- there be anyone at the township who
17 would have reviewed this pleading before it was
18 filed by the attorneys?
19 A. It would be my attorney.
20 Q. Okay. So would that attorney be
21 Rainone Coughlin?
22 A. Yes.
23 MR. ZINGARO: Objection to form.
24 Objection --
25 You can answer.

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BY MS. MARKS:

Q. And is it your testimony here today that there's no representative of the township besides the attorney who would have reviewed this document prior to its filing?

MR. ZINGARO: Objection.

You can answer.

THE WITNESS: Correct.

BY MS. MARKS:

Q. Are you familiar with the township's defenses asserted in this case?

MR. ZINGARO: Objection.

You can answer.

THE WITNESS: No.

BY MS. MARKS:

Q. So as you sit here today, you have no understanding as to what the township's defenses to the claims against it in this litigation are?

A. I have attorneys -- sorry. I have attorneys designated for that. And I would only -- it would only come to my attention if something is a priority of mine or is an urgent or important matter to township. And none of this qualifies.

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Q. So what is -- who is the attorney that you designated to address the defenses?

A. It would be the Rainone Coughlin firm.

Q. And is it your testimony here today that the township being sued in a civil action in Middlesex County in the State of New Jersey is not a priority to you?

A. This is not my priority because it's not.

Q. Okay. So my question is, is it just this litigation that's not a priority to you?

A. This specific litigation is not a priority to me because my objective was to save the neighborhood of Silver Lake and Glendale and save it from a warehouse that wanted to be built.

And I was willing to, as mayor, using the township, to acquire that property. And once that order was given to my attorneys as well as, you know, my vision to the town it was executed. And since then I've not looked back.

Q. Okay. So you designated the order to the attorneys to acquire the Glendale

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property and you didn't care how they did it; is that what you're saying?

A. Correct. That's how a mayor operates.

(Exhibit Joshi 5 was marked for identification purposes.)

BY MS. MARKS:

Q. Okay. Mayor, your attorney just placed in front of you what we identified as Joshi 5, which is a -- looks like an aerial view of a property on the right-hand side. It's entitled "Glendale Avenue Warehouse." Do you see that document? If you do it sideways --

A. Yes.

Q. Do you recognize this land --

A. Yes.

Q. -- photo here?

Can you tell me on this property which -- I'm sorry, on this document which property the township acquired? Would you like a pen or anything? You can put a check on it if you want.

A. The largest portion that is outlined.

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Q. Okay. So we are looking at Joshi 5. Can you take my pen here and outline on this document the portion that the township acquired?

MR. ZINGARO: Objection --

BY MS. MARKS:

Q. Just outline it.

A. I know that it was the largest portion. I don't know exactly where the boundaries are based off of this map that I'm looking at.

Q. Okay. Is it property to the right or to the left, in the middle? How would you best describe what your understanding of the property is?

A. It is most of the land that is within the black thick ink on this map.

Q. Okay. Can you just outline where you're talking about? It doesn't have to be exact, just what you think.

A. It starts here, and then it gets complicated here (indicating).

Q. How does it get complicated on the left-hand side? What do you mean?

A. I wouldn't be able to tell you the

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1 exact specific geographical longitude and
2 latitude on where we have acquired the property
3 at this time.

4 Q. Does it go all the way to the river,
5 or does it go to the building that's reflected?

6 A. It does not go to the river.

7 Q. Okay. If I can just grab my pen
8 back. Sorry.

9 MS. MARKS: You don't even have to
10 number it. This one already has a
11 marking on it.

12 MR. BYRNES: Oh.

13 (Exhibit 7 was previously marked
14 for identification purposes.)

15 BY MS. MARKS:

16 Q. Mayor, your counsel has placed a
17 document in front of you that has an exhibit
18 with the No. 7 on it. Just to let you know
19 there was prior depositions in this case. This
20 document was marked in the deposition of
21 Mr. Wachsmann. So it's already labeled as
22 Exhibit 7, and it's entitled "Agreement For
23 Sale of Real Estate." Have you seen this
24 document before?
25 A. Yes.

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1 Q. Okay. And if you look to -- on the
2 bottom right. There is -- it's actually page
3 29, but there's a marking that has an Edison
4 and then a number on it in the bottom right.
5 If you go to Edison 584, there's a signature
6 under the words "Township of Edison." Is that
7 your signature?
8 A. Yes.

9 Q. Okay. So you executed this contract
10 on behalf of the township?
11 A. Yes.

12 Q. And prior to executing this document
13 did you read it?
14 A. No.

15 Q. Did you read any portion of it?

16 A. Some words and sentences on the
17 first page.

18 Q. Okay. Do you have an understanding
19 of what the township was contracting to do with
20 this agreement?
21 A. Yes.

22 Q. What were they contracting to do?

23 A. To follow through with my vision for
24 the neighborhood and purchase the property.
25 Q. And based on that agreement the

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1 township was purchasing 10.8 plus or minus
2 acres?

3 A. Correct.

4 MR. ZINGARO: Objection to the
5 form.

6 BY MS. MARKS:

7 Q. Okay. Was there a time prior to
8 that agreement that the township was purchasing
9 a different amount of property?

10 MR. ZINGARO: Objection to the
11 form.
12 You can answer.

13 BY MS. MARKS:

14 Q. Or was it always 10 plus or minus
15 acres?

16 A. We were purchasing the site located
17 at 41 Glendale. The specific acreage or
18 designated lot boundaries per longitude and
19 latitude were not known to me.

20 Q. Okay. Do you know whether or not
21 the totality of the property being purchased,
22 the amount of it, ever changed?

23 A. We only purchased one property.
24 (Exhibit Joshi 6 was marked for
25 identification purposes.)

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1 BY MS. MARKS:

2 Q. Your counsel has placed what we
3 marked as Joshi 6 before you. It's an
4 ordinance O.2137-2022. Do you see that?

5 A. Yes.

6 Q. Have you seen this ordinance before?

7 A. Yes.

8 Q. Okay. Is this the ordinance -- you
9 had testified earlier you had an initial
10 meeting with the owner of Glendale and you set
11 a price for purchasing; do you recall that?

12 A. Yes.

13 Q. And I think you said that was
14 shortly after you came into office?

15 A. Yes.

16 Q. Which would be in early 2022; would
17 that be correct?

18 A. Correct.

19 Q. And at that time did the township
20 authorize the purchase of the property that
21 you're aware of?

22 A. By ordinance.

23 Q. Yes.

24 A. Yes.

25 Q. And is that that ordinance to the

Pages 65 to 68

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1 best of your recollection?
 2 A. Yes.
 3 Q. All right. And if you look at the
 4 sixth whereas down, it reads, "The township has
 5 negotiated an agreement to acquire block 340
 6 lots 2.01, 1.02, and 1.30 less the 1.9 acre
 7 portion of lot 1.30 comprised of excess land."
 8 Do you see that?
 9 A. Yes.
 10 Q. And is that your recollection of
 11 that's the Glendale property?
 12 A. Yes.
 13 Q. Okay. And it says the property --
 14 in the next whereas, "... consists of
 15 approximately 9.97 acres?"
 16 A. Correct.
 17 Q. And that -- that same whereas sets a
 18 purchase price of 12.750?
 19 A. Yes.
 20 Q. Okay. And is that your
 21 recollection -- I think earlier you said it was
 22 about 12 million?
 23 A. Correct.
 24 Q. So if you look at the ordinance and
 25 it references 9.97 acres, can you tell me how

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1 the purchase price -- the purchase contract,
 2 which is Exhibit 7, is 10.8 plus or minus
 3 acres?
 4 A. So what's your question?
 5 Q. How that changed, how over -- from
 6 2022, when the ordinance authorized purchase of
 7 9.97 acres to the contract of sale that you
 8 signed, which is 10.8 acres.
 9 A. What's your --
 10 Q. Do you have any knowledge as to how
 11 that change developed?
 12 A. That was what was negotiated by the
 13 attorneys.
 14 Q. Okay. At what point did the
 15 township -- was the township no longer
 16 purchasing 9.97 acres and was now purchasing
 17 10.8 acres?
 18 A. Because I had made it clear that I
 19 needed the purchase to happen, and I wanted to
 20 make sure that the residents of Silver Lake did
 21 not have trucks going through their
 22 neighborhoods. So I said let's acquire
 23 whatever piece of land we can along this
 24 site -- or at this site rather.
 25 Q. Okay. Did you not think you were

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1 doing that when the ordinance authorizing 9.97
 2 acres was adopted?
 3 A. No. An ordinance authorizes a bond
 4 to be issued, not for a purchase of the
 5 agreement -- not for the purchase to be
 6 executed.
 7 Q. So where did this other property
 8 come from? How did it go from 9.97 acres to
 9 10.8 acres?
 10 A. That's what was negotiated by the
 11 attorneys.
 12 Q. Okay. So -- but you had a meeting
 13 apparently and you authorized -- you thought
 14 you were buying 9.97 acres, correct?
 15 MR. ZINGARO: Objection.
 16 You can answer.
 17 BY MS. MARKS:
 18 Q. Based on this ordinance?
 19 A. This ordinance is an authorization
 20 to purchase a piece of land and it's up to that
 21 amount. It does not mean that it has to be
 22 that amount. That's how all municipal bonds
 23 work.
 24 Q. What's up to that amount?
 25 A. The purchase price. We --

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1 Q. Okay. I'm not -- sorry. I didn't
 2 mean to cut you off.
 3 A. The bond that was issued allows the
 4 authorization to go up to 12.75. That's how
 5 all municipal bonds work.
 6 Q. Okay. But I'm not asking you about
 7 the amount.
 8 A. Okay.
 9 Q. This identifies a parcel of land
 10 that's 9.97 acres.
 11 A. Okay.
 12 Q. Your contract of sale is for 10.8
 13 acres.
 14 A. Okay.
 15 Q. I'm asking you where did the other
 16 acreage come from? Where did the additional
 17 acreage that's in the contract come from?
 18 MR. ZINGARO: Asked and answered.
 19 You can answer.
 20 THE WITNESS: My attorneys would
 21 be able to tell you the specifications.
 22 BY MS. MARKS:
 23 Q. So you can't tell me how in 2022 you
 24 were talking about 9.97 acres and in 2023 you
 25 have a contract for 10-plus acres?

Pages 69 to 72

Page 73

1 A. No. As long as the property was
2 saved and acquired -- as long as the
3 neighborhood was saved and the property was
4 acquired, it made no difference to me.

5 Q. Do you have any knowledge as to why
6 the ordinance indicates the block and lots less
7 the 1.9 acre portion of lot 1.30?

8 A. No. My attorneys wrote that.

9 Q. Okay. If you look at page 3 of the
10 contract of sale, Exhibit 7.

11 MR. ZINGARO: We're going back to

12 Exhibit 7, correct?

13 MS. MARKS: Yes.

14 BY MS. MARKS:

15 Q. You'll see that on page 3 under
16 Closing Date, it indicates that the closing
17 date shall be time is of the essence. Can you
18 tell me if there -- or can you tell me who at
19 the time of the essence was it, the seller or
20 the purchaser?

21 A. It would have been negotiated by my
22 attorneys.

23 Q. So you can't tell me?

24 A. No.

25 Q. And on the first page, this

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1 agreement is made as of the 22nd day of
2 December 2023. Do you recall if that's the day
3 you signed it or did you sign it a different
4 time?

5 MR. ZINGARO: Objection to form.

6 If you understand the question,
7 you can answer it.

8 THE WITNESS: I don't remember the
9 exact date that I signed it, but I know
10 that I signed it in the middle of the
11 neighborhood, the picture right behind
12 you.

13 BY MS. MARKS:

14 Q. Oh you signed this in the
15 neighborhood? Which one?

16 A. Right there.

17 MS. KINGMAN: That one.

18 BY MS. MARKS:

19 Q. That's the signature of the -- when
20 you signed the contract --

21 A. The one that says, "Promise Made,
22 Promise Kept."

23 Q. And that was the day you signed the
24 contract of sale?

25 A. Correct.

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1 Q. Look at page 9. There's a closing
2 date scheduled on or before January 31, 2024.
3 Do you see that?

4 A. On page 9?

5 Q. Yes. Closing of Title, Closing
6 Date.

7 A. Okay.

8 Q. It says on or before January 31,
9 2024. Do you know who picked the January 31st
10 closing date?

11 A. I did.

12 Q. Okay. Can you tell me --

13 A. Because.

14 Q. -- the significance of that date?

15 A. Yes. I wanted it to be before The
16 State of the Township. I wanted to announce
17 that the property was closed and acquired
18 before my State of the Township.

19 Q. When was the State of the Township
20 scheduled for?

21 A. It's always in February.

22 Q. Early February?

23 A. It varies.

24 Q. Were you aware -- are you aware that
25 at the time you signed this -- the township

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1 executed this agreement that it was in
2 mediation with JVS/Scheer --

3 A. No.

4 Q. -- in the litigation? No?

5 A. No.

6 Q. Do you know, as you sit here, what
7 attorneys were handling on behalf of the
8 township the litigation/mediation with JV
9 Scheer?

10 A. The Rainone Coughlin firm.

11 Q. And who was your designated attorney
12 on the purchase agreement?

13 A. My law director.

14 Q. Who was your law director?

15 A. Lou Rainone.

16 Q. So does Mr. Rainone hold two hats?

17 A. No. He's the law director.

18 Q. And he has his outside firm?

19 A. I -- his -- the firm that represents
20 Edison Township.

21 Q. Okay. I just asked because at one
22 point you referred to him as the firm and then
23 you said law director. So the law firm is the
24 law director?

25 A. Correct.

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1 Q. If you can go to page 10, look at
2 section 5.03, Purchaser's Obligations At
3 Closing. Subsection (c) is Assignment and
4 Assumption Agreement in the form attached as
5 Exhibit C. Do you know what the township was
6 assuming with that document or the purpose of
7 that document?

8 A. No.

9 Q. Did you read that document that's
10 attached here to the agreement prior to signing
11 the agreement?

12 A. No. I only read the first page, or
13 skimmed through the first page.

14 Q. Okay. And if you go to page 16,
15 article X Post-Closing, 10.01 Post-Closing
16 Possession. It says, "Subject to the rights of
17 others as disclosed" ... with "Permitted
18 Exceptions and the Due Diligence Materials
19 (including but not limited to, the rights of
20 J. Scheer Industries, Inc., pursuant to the
21 easement agreement and the settlement
22 agreement."

23 Do you see that?

24 A. Section 10.01?

25 Q. Yes.

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1 A. Okay.
2

3 Q. So is it -- does this contract
4 indicate that the township was agreeing to take
5 the property subject to the rights of J. Scheer
6 in a, one, easement agreement, correct, and a
7 settlement agreement?

8 A. What's your question?

9 Q. Did you understand or do you -- did
10 you understand when you signed this that the
11 township was taking possession to the property
12 subject to a settlement agreement?

13 A. No.

14 Q. No. Do you understand today that
15 under this contract the township took
16 possession of the property subject to a
17 settlement agreement with JV -- J. Scheer?

18 A. No.

19 Q. Can you go to page 17, please,
20 Section 10.04 towards the bottom entitled
21 "Settlement Agreement." Did you have any
22 understanding, when you signed this contract,
23 that the township was taking the property from
24 Glendale subject to and pursuant to the terms
25 of a settlement and land exchange agreement
between Glendale and J. Scheer as well as a

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1 first amendment to that agreement?

2 A. No.

3 Q. Do you have any understanding today
4 that the title the township took was subject to
5 these agreements?

6 MR. ZINGARO: Objection to form.

7 You can answer.

8 THE WITNESS: That's not what I

9 was told.

10 BY MS. MARKS:

11 Q. What were you told?

12 A. That we bought the property and it's
13 ours.

14 Q. And where did you get that
15 understanding from?

16 A. My law firm.

17 Q. Can you go to page 17 [sic] of that
18 agreement, please. It's section 14.18 on
19 page 27, the confidentiality provision. Do you
20 have an understanding as to why the terms and
21 conditions of the agreement were to be
22 confidential?

23 A. No. It was entirely public, so that
24 doesn't make sense to me.

25 Q. Okay. When you say, "it was

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1 entirely" -- was this contract recorded
2 anywhere?

3 A. The clerk's office. It would have
4 been with the clerk's office. It should have
5 been.

6 Q. The clerk's office being the
7 municipal clerk's office?

8 A. Correct.

9 Q. Okay. If you can go to -- on the
10 bottom it's Edison_587, Exhibit C?

11 A. What page?

12 Q. Five-eight-seven on the bottom
13 right. It says Edison under score 587. This
14 document is Exhibit C, it's an Assignment and
15 Assumption Agreement. Do you have any
16 recollection of seeing this document before?

17 A. Yes.

18 Q. Okay. When's the first time you saw
19 this document?

20 A. The day I was going to sign.

21 Q. And did you read it before you
22 signed it?

23 A. A few sentences.

24 Q. If you can tell me, what sentences
25 did you read?

Pages 77 to 80

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1 A. I read the words "41 Glendale," I
2 read the word "Sale of Agreement," and I
3 flipped to the end where my signature had to be
4 signed. That's usually how it works in
5 government.

6 Q. So you didn't review the portion of
7 the document which says what the township is
8 assuming?

9 A. I did not read thousands of pages of
10 legal documents, if that's what you're asking.

11 Q. No, I'm asking you if you read

12 Exhibit C, which appears to be one, two pages?

13 A. No. That would also be a total
14 waste of my time.

15 (Exhibit 8 was previously marked
16 for identification purposes.)

17 BY MS. MARKS:

18 Q. Your counsel has just placed in
19 front of you what was previously marked as
20 Mr. Wachsmann's Deposition Exhibit 8. The
21 document is entitled "Assignment and Assumption
22 Agreement." Just to give you some context,
23 this is the document we were just looking for
24 as -- looking at as an exhibit to the contract
25 of sale.

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1 If you look at the third page of
2 that document, which on the bottom right is
3 GD 0610 at the bottom, is that your signature
4 under "Purchaser"?

5 A. Yes.

6 Q. And if I recall your testimony,
7 except for reading Glendale -- 41 Glendale and
8 a couple other words, you did not read the body
9 of this document prior to signing?

10 A. Correct, because that would be a
11 total waste of my time.

12 Q. Okay. And if you look at -- half
13 way down starting with, "Now, therefore...", it
14 indicates that the seller identified as

15 41 Glendale assigns and sets over and transfers
16 all seller's rights, title, and interest to and
17 under the settlement agreement to the township.
18 Is that what that states there?

19 A. Yes.

20 Q. Okay. And above that, if you look
21 at the whereas, it identifies the settlement
22 agreement as the settlement and land exchange
23 agreement between 41 Glendale, LLC/Stalwart
24 Equities, Inc., and J. Schner dated October 31,
25 2019, and the first amended thereto dated

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1 February 9, 2022. It indicates it's attached
2 as Exhibit B to this document.

3 So if you read those two together,
4 it looks like the seller, Glendale, was
5 assigning all of its rights and there was a
6 settlement agreement to -- binding those two to
7 the township; is that correct?

8 A. Okay.

9 Q. And then if you look at
10 paragraph 2B, the purchaser assumes all of the
11 liabilities and obligations of the seller under
12 the settlement agreement. Do you see that?

13 A. What pages?

14 Q. First page, paragraph 2, little B.

15 A. Okay.

16 Q. So in reading that is it your
17 understanding, as you sit here today, that
18 under this document the township was assuming
19 all of Glendale's liabilities and obligations
20 under the settlement agreement?

21 A. I would refer to my attorney for
22 that.

23 Q. You have no understanding as to what
24 these words say?
25 A. I would have to spend more time

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1 looking through this paragraph.

2 Q. Just take your time --

3 A. And consulting.

4 Q. -- you can read. You don't need --
5 you can just read to yourself here.
6 (Witness reviews document.)

7 A. Okay.

8 Q. So having read that entire
9 paragraph, as you sit here today, do you
10 understand that the township was assuming the
11 liabilities and obligations of Glendale under
12 the settlement agreement?

13 MR. ZINGARO: Objection to form.

14 You can answer.

15 THE WITNESS: Yes.

16 BY MS. MARKS:

17 Q. But when you signed this agreement
18 on the 31st day of January 2024, you didn't
19 know that; is that what you're telling me?

20 A. No. I just knew that we were
21 acquiring the property and we were fulfilling
22 my promise of saving the neighborhood?

23 Q. But when you signed this Assignment
24 and Assumption Agreement, the contractual
25 obligation was to the township, correct?

Pages 81 to 84

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1 A. Correct.
2 Q. Okay. When you signed this, you
3 were not aware, because you hadn't read it,
4 that the township was assuming Glendale's
5 obligations under another agreement, were you?
6 A. Correct.
7 Q. Okay. As you sit here today, do you
8 have any idea -- or any understanding of what
9 you were binding the township to when you
10 signed this -- when you signed the Assignment
11 and Assumption Agreement?
12 A. I saved the neighborhood of Silver
13 Lake by acquiring the property, and that's the
14 only thing that mattered to me.
15 Q. So my question is, when you executed
16 this contract on behalf of the township, you
17 had no understanding that you were binding the
18 con -- the township to certain agreements, did
19 you?
20 A. I was not told there were --
21 MR. ZINGARO: Mayor, Mayor, to the
22 extent your answers reflect
23 attorney-client communications, you
24 cannot reveal those communications. I
25 just want to make sure you understand

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1 that.
2 THE WITNESS: Okay. Can you
3 repeat the question?
4 MS. MARKS: Sure.
5 Can you repeat the question,
6 please?
7 (Whereupon, the previous question
8 was read back by the reporter.)
9 THE WITNESS: No, and it wouldn't
10 have mattered.
11 BY MS. MARKS:
12 Q. Why wouldn't it have mattered?
13 A. Because my priority was to save the
14 neighborhood.
15 Q. And --
16 A. And that objective was complete.
17 Q. Okay. Do you know, as you sit here
18 today, whether or not the township has met its
19 obligations under the settlement agreement as
20 it contractually agreed to do here?
21 A. Yes.
22 Q. It has or do you just know?
23 A. I believe so.
24 Q. What has it done to comply with
25 the -- Glendale's obligations under the

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1 settlement agreement referenced in Exhibit A?
2 A. I don't believe we have any issue.
3 Q. What do you mean you don't have any
4 issue?
5 A. We own the property, and it's as
6 simple as that.
7 Q. Do you know, as you sit here today,
8 what Glendale's obligations under the
9 settlement agreement were?
10 A. To my knowledge, no.
11 Q. Then how can you say, as you sit
12 here, that the township has complied with those
13 obligations?
14 A. Because I was -- I had designated my
15 attorneys on a mission to acquire the property,
16 and that was done. And after that I haven't
17 looked back.
18 Q. Okay. So you don't -- as you sit
19 here, you don't know whether or not the
20 township has complied with its contractual
21 agreement under the assignment agreement?
22 A. We paid our portion that was due to
23 the seller, and that's as far as I believe we
24 had to go.
25 Q. So what is this -- what did you

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1 assume in the Assignment and Assumption
2 Agreement?
3 A. I wouldn't have assumed anything.
4 Q. Well, that's -- the township assumed
5 the obligations of --
6 MR. ZINGARO: Are you -- Counsel,
7 perhaps there's a confusion of your use
8 of the word "assume."
9 MS. MARKS: Okay.
10 BY MS. MARKS:
11 Q. So it says in Exhibit A, "The
12 township hereby assumes all of the liabilities
13 and obligations of seller, which would be
14 41 Glendale under the settlement agreement
15 arising or accruing from the date hereof."
16 A. Okay.
17 Q. And as you sit here, you don't know
18 what Glendale's obligations were?
19 A. We paid the seller, and that's as
20 far as my knowledge went.
21 Q. Do you not care that the township
22 signed a contract that you didn't know about or
23 you didn't read and know what they're supposed
24 to be doing?
25 A. Let me explain.

Pages 85 to 88

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Q. Sure.
A. Again, Edison being the sixth largest municipality, and under this form of government myself, I have dozens of attorneys and I designate them to fulfill my goals or objectives.

They do the reading. That's what they're there for. If I wanted to do that, that would be a complete and total waste of my time, much like this entire deposition.

And so the answer to your question is, no, I did not read certain sentences of the many thousands of pages or, quite frankly, the thousands of pages that you've referred to.

Q. Well, as I corrected, this is a two-page document, not thousands of pages, and you said -- you testified that there wasn't an issue, you had done everything. So I'm pointing out to you how do you know that if you don't know what you signed on behalf of the township to assume?

A. You showed me countless exhibits so far. I often asked my attorney what is the objective here, what does it conclude, and that's how I sign things.

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Q. Okay. So I'm going to show you -- MS. MARKS: Let's mark this. This is already marked as Exhibit 5.

Everyone have Exhibit 5?

MR. BYRNES: I think I have that.

MS. MARKS: No, no, 3.

MR. BYRNES: I think I have that too.

(Exhibit 3 was previously marked for identification purposes.)

BY MS. MARKS:

Q. Mayor, we're showing you what was previously marked as Exhibit 3 at the deposition of the representative of Glendale, which is entitled "Settlement and Land Exchange Agreement." Is that document in front of you?

A. Yes.

Q. Okay. So this document, Exhibit 5, is referenced in Exhibit 8 as the Settlement and Land Exchange Agreement between 41 Glendale, LLC, Staiwart Equities, and J. Scheer dated October 31, 2009, which in the Assignment and Assumption Agreement the township assumes the -- Glendale's obligations under.

So am I correct that you have never

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seen this document before?

MR. ZINGARO: Objection to form.

You can answer.

THE WITNESS: Don't believe I've seen this document before.

BY MS. MARKS:

Q. So am I accurate in stating that you are not aware that under Exhibit 3 Glendale had a contractual obligation -- had to contract its ability or its right to transfer or convey its interest in the property -- part of the property that the township purchased under Exhibit 7?

MR. BYRNES: Objection to form.

But you can answer.

THE WITNESS: I was not aware.

BY MS. MARKS:

Q. And is it accurate that you were not aware that in paragraph 15 of this agreement Glendale was not allowed to assign its rights under this agreement unless it received a release in writing from J. Scheer?

MR. BYRNES: Same objection.

MR. ZINGARO: Objection to form.

Mayor, you can answer.

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THE WITNESS: So what's the question?

BY MS. MARKS:

Q. Am I correct that you were not aware that paragraph 15 of Exhibit 3 precludes Glendale from assigning its rights under the agreement to another party without a written consent to J. Scheer?

MR. BYRNES: Same objection.

MR. ZINGARO: Also same objection.

You may answer, Mayor.

THE WITNESS: That is correct. I did not read the many thousands of pages in this -- in the legal documents that we're looking at.

BY MS. MARKS:

Q. Well, I didn't ask you about thousands of pages. I asked you whether or not you were aware whether or not Glendale did not have the contractual right to transfer or assign the property the township purchased from Glendale without a written consent --

A. No.

Q. -- of J. Scheer?

MR. BYRNES: Same objection.

Pages 89 to 92

Page 93

1 MR. ZINGARO: Same objection.
2
3 (Exhibit 5 was previously marked
4 for identification purposes.)

5 BY MS. MARKS:

6 Q. Mayor, your counsel has placed
7 before you what was previously marked as
8 Exhibit 5 at the deposition of the
9 representative Glen -- 41 Glendale. The
10 document's entitled "First Amendment to
11 Settlement and Land Exchange Agreement." Have
12 you seen this document before?

13 A. I don't believe I have seen this
14 document before.

15 Q. Okay. And just a reference back to
16 Exhibit 8, which you signed on behalf of the
17 association, the Assignment and Assumption
18 Agreement states that the seller, Glendale, is
19 assigning to the township this document, the
20 first amendment dated February 9, 2022, and
21 that Glen -- that the township assumed
22 Glendale's obligations under this agreement.

23 Is that your understanding of the
24 Assignment and Assumption Agreement?

25 A. I have never seen this document
before.

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1 Q. Okay. And yet in the Assignment and
2 Assumption Agreement, Exhibit 8, you signed on
3 behalf of the township to assume Glendale's
4 obligations under this agreement. Is that what
5 you saw in subsection (b) of paragraph 2 of
6 Exhibit 8?

7 A. That is what subsection (b) says,
8 but it does not reference anything here that
9 I've seen.

10 Q. Well, it referenced these documents,
11 which are Exhibit 3 and 5, as being attached to
12 the Assignment and Assumption Agreement and
13 that they are, in fact, the documents that are
14 referenced as the settlement agreement in that
15 agreement, correct?

16 MR. ZINGARO: Objection to form.
17 You can answer.
18 THE WITNESS: Yes.

19 BY MS. MARKS:

20 Q. So if you can look at the first page
21 of the exhibit in front of you, under
22 Definitions, under subsection (b) it states,
23 "Parcel 1 to be conveyed by 41 Glendale ... is
24 a portion of Block 340, Lot 1-E having an area
25 of approximately 82,76 square feet (1.90 acres)

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1 and is shaded in pink on the Updated Land Swap
2 Plan."

3 Do you see that?

4 A. Yes.

5 Q. And do you have any understanding as
6 to whether the township has conveyed to
7 J. Scheer the 1.90 acres referenced here?

8 A. I do not.

9 Q. Okay. Do you have any understanding
10 as to whether the township intends to convey to
11 J. Scheer that 1.90 acres?

12 A. I was shown a map of -- that was
13 pointed to of what area I'm buying and signing
14 off on, and that's as far as my knowledge goes.

15 Q. Okay. So if you look further along
16 in this exhibit you have in front of you, if
17 you go down to a document on the bottom it
18 should say Exhibit A, and on the top it says
19 Exhibit A. Just go a couple of pages. I'll
20 count them. One, two, three...

21 MR. ZINGARO: Counsel, is there a
22 Bates stamp on it or --

23 MS. MARKS: There is not. This is
24 the one that was attached to the
25 complaint. It's about nine pages in.

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1 MR. ZINGARO: Is there a number in
2 the header?

3 MS. MARKS: Oh, 63 of 284 on top.

4 THE WITNESS: Sixty-four...

5 BY MS. MARKS:

6 Q. If you see, that's the Updated Land
7 Swap Plan. And I'll show you my copy, which is
8 in color. So if you look at the map, and it
9 says parcel 1 which is shaded in pink, Glendale
10 is supposed to convey to J. Scheer.

11 So look on Exhibit A, parcel -- the
12 parcel in pink is the one on the top of -- if
13 you rotate that Exhibit A, you see it's on
14 the -- do you have any understanding as to when
15 the township will be conveying that to
16 Glendale?

17 MR. BYRNES: Objection to form.

18 MR. ZINGARO: Objection to form.

19 You can answer, Mayor.

20 THE WITNESS: Which piece of land.

21 MS. MARKS: The pink one on

22 Exhibit A.

23 THE WITNESS: I do not.

24 BY MS. MARKS:

25 Q. Are you aware that -- or do you have

Pages 93 to 96

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1 any understanding that Glendale had contracted
2 with J. Scheer to convey that property to them,
3 to --
4 MR. BYRNES: Objection --
5 BY MS. MARKS:
6 Q. -- to J. Scheer?
7 MR. BYRNES: Objection.
8 MR. ZINGARO: Objection to form.
9 You can answer, Mayor.
10 THE WITNESS: Can you repeat the
11 question?
12 BY MS. MARKS:
13 Q. As you sit here today, do you have
14 any understanding that in the First Amendment
15 to the Settlement and Land Exchange Agreement
16 Glendale had contracted to convey the pink area
17 on Exhibit A to J. Scheer, and that, in turn,
18 in Exhibit 8 the township had contracted to
19 assume Glendale's obligations under the First
20 Amendment to the Settlement and Land Agreement?
21 MR. ZINGARO: Objection to form.
22 MS. MARKS: Okay. Thanks.
23 MR. BYRNES: Same objection.
24 THE WITNESS: No.
25 BY MS. MARKS:

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1 Q. Do you have any understanding that
2 that's the basis of the claims again the
3 township in this case?
4 MR. ZINGARO: Objection to form.
5 You can answer.
6 THE WITNESS: I understand now.
7 BY MS. MARKS:
8 Q. If you look at the ordinance that we
9 marked earlier.
10 MS. MARKS: Counsel, can you give
11 him the ordinance?
12 BY MS. MARKS:
13 Q. The ordinance indicates that the
14 township is to acquire 9.97 acres less 1.9
15 acres, correct?
16 MR. ZINGARO: Objection to form.
17 You can answer.
18 MR. BYRNES: Same objection.
19 BY MS. MARKS:
20 Q. Defined as excess land in the
21 whereas clause?
22 A. Yes.
23 Q. As you sit here today, do you think
24 that that 1.9 acres is the same 1.9 acres that
25 Glendale had contracted -- contracted to convey

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1 to J. Scheer?
2 A. I would not know because my
3 attorneys drafted this ordinance, and they
4 drafted that agreement.
5 Q. Okay. And you have no knowledge of
6 how that 1.9 acres, which is exempted from the
7 ordinance, was later included in the contract
8 of sale?
9 MR. ZINGARO: Objection to form to
10 the extent it requests testimony
11 concerning attorney-client privileged
12 communications, which Mayor --
13 MS. MARKS: I'm not asking
14 communications. I want his
15 understanding.
16 MR. ZINGARO: That is part of his
17 knowledge came through those
18 attorney-client communications.
19 MS. MARKS: I just want an
20 understanding. I don't want
21 communications.
22 MR. ZINGARO: Preserving my
23 objection.
24 MS. MARKS: Sure.
25 THE WITNESS: So what's your

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1 question?
2 MS. MARKS: Can you read back the
3 question, please.
4 (Whereupon, the previous question
5 was read back by the reporter.)
6 THE WITNESS: No. Those are not
7 details that are relevant to me.
8 BY MS. MARKS:
9 Q. So the contractual obligations
10 undertaken by the township by your signature
11 are not important to you?
12 A. I have a priority, and my priority
13 is to save the neighborhood of Silver Lake and
14 Glendale from trucks and warehouses. And my
15 objective, as I give countless objectives every
16 single day, is to acquire this piece of land,
17 call it a chunk. And whatever it took to get
18 that mission done is the extent of my
19 knowledge.
20 Q. Okay. Well, let's look at the land
21 that's shaded in pink. That's not where the
22 warehouse was going to be built, is it?
23 MR. ZINGARO: Objection to form.
24 You can answer.
25 THE WITNESS: That is not.

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BY MS. MARKS:

Q. Okay. So what did acquiring that section, that piece of property, that 1.9 acres have in relation to preventing the warehouse from being built?

A. We didn't purchase that property.

Q. Your testimony today is that the township did not purchase that property in pink?

A. Along the river? We did not. No, no, I'm sorry, this property we did. Yeah.

Q. Okay. So where was the --

MR. ZINGARO: I just want to make it clear that Mayor Joshi --

MS. MARKS: Let's show on Exhibit

A --

THE WITNESS: I'm pointing to a map with words that are smaller than font 4. Let it be known to the record.

BY MS. MARKS:

Q. So for reference, it's Exhibit A to the first amendment and settlement land exchange agreement, which has property in pink and blue.

So where on Exhibit A can you tell

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me where the proposed warehouse was to be constructed?

A. In the middle left area of that property.

Q. So the property to the left of the blue shading?

A. Correct.

Q. Okay. And yet you purchased the pink shading to prevent the warehouse; is that what your testimony is?

MR. ZINGARO: Objection to form.

You can answer.

THE WITNESS: We purchased the largest piece of property that could have been acquired in the quickest amount of time to prevent a warehouse from being there.

BY MS. MARKS:

Q. So, again, where was the warehouse going to be on that pink-shaded property?

MR. ZINGARO: Objection to form.

You can answer if you --

THE WITNESS: I have not seen the map that would have be over laid on this map right now.

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BY MS. MARKS:

Q. So is it your testimony today that you believe the property shaded in pink on Exhibit A to the first amendment to the land sale agreement was needed -- was intended to be part of the warehouse?

MR. BYRNES: Objection to the

form.

MR. ZINGARO: Objection to form.

You can answer, Mayor.

THE WITNESS: I don't have the map of the submitted plans in front of me and so I cannot answer that question.

BY MS. MARKS:

Q. You don't know one way or the other?

A. If I had a map of the proposed warehouse and I could overlay it on the map that you're currently showing me, then I would be able to answer the question.

Q. So as you sit here today, you have no knowledge one way or the other?

A. At this moment I would not be able to accurately tell you that answer.

Q. Okay. So is it your testimony that you did not know, you had no knowledge, that

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the township knowingly demanded parcels -- the pink parcel, even though J. Scheer -- I mean, Glendale was contractually obligated to convey that to J. Scheer?

MR. ZINGARO: Objection to form.

MR. BYRNES: Objection --

MR. ZINGARO: If you understand that question, you can answer it, Mayor.

Otherwise, it can be rephrased.

MR. BYRNES: Objection to form.

THE WITNESS: Yeah, rephrase.

MR. ZINGARO: Thank you for the speaking objection, Counsel.

BY MS. MARKS:

Q. Okay. Is it your testimony that you, on behalf of the township, did not know that the pink-shaded property was under contract between Glendale and J. Scheer at the time that the township contracted to buy it?

MR. BYRNES: Objection to form.

MR. ZINGARO: Objection to form.

You can answer, Mayor.

THE WITNESS: As I said, my attorneys would have handled it. I just asked them to make sure that we owned as

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much land as we could on this site.

BY MS. MARKS:

Q. And you had no knowledge when you signed the agreement, the Assignment and Assumption Agreement, which was attached to the contract, that the township was purchasing property that was previously under contract to J. Scheer?

MR. ZINGARO: Objection to form.

MR. BYRNES: Objection to form.

MR. ZINGARO: You can answer, mayor.

THE WITNESS: No.

BY MS. MARKS:

Q. And no one apprised you of that fact?

MR. ZINGARO: Objection to form.

You can answer, Mayor.

THE WITNESS: No.

BY MS. MARKS:

Q. Do you know who Ron L is, just L, last name starts with L?

A. I'll need a full last name.

Q. I don't have a full last name.

That's why I'm asking you if you know who Ron L

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is.

MR. ZINGARO: Do you have a document that you're referring to, Counsel?

MS. MARKS: Sure.

BY MS. MARKS:

Q. I'm going to show you Edison_1945,

Bates stamp number. Do you know who Ron L is?

MR. ZINGARO: Counsel, may I see this? Are you going to introduce this into --

MS. MARKS: No, I just identified it by Bates number. Just trying to figure out who Ron L is.

THE WITNESS: The sheet that I'm looking at right now is entirely blacked out.

BY MS. MARKS:

Q. Yes, blocked out by your counsel. I just want to know who Ron L is, if you know. That's all. It's not --

MR. ZINGARO: Counsel -- Mayor, if you don't know, you don't know.

THE WITNESS: That message was sent from my Chief of Staff, not me.

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BY MS. MARKS:

Q. Okay. My question is, Mayor, do you have any idea who Ron L could be?

A. I know many Rons.

Q. Do you know any Ron Ls affiliated with the township?

A. I know many Ron Ls that are affiliated with the township.

Q. Okay. Can you please tell me their full names?

MR. ZINGARO: Objection.

MS. MARKS: You can object all you want.

MR. ZINGARO: He's not going to list --

MS. MARKS: Objection to form.

BY MS. MARKS:

Q. How many Ron Ls do you know that are affiliated with the Township of Edison's government?

A. There's only one that comes to the top of my head now that is affiliated with Edison Township.

Q. And who is that, please?

A. He's an employee.

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Q. Please tell me his last name.

A. Lai.

Q. How do you spell that for the record?

A. L-A-I.

Q. And what does he do for the Township of Edison?

A. Infrastructure coordinator FEMA reimbursements.

Q. Does he have a title?

A. I believe that is his title.

Q. Okay. Did there come a time that the township asked for a price adjustment from the 12.75 agreed in 2022?

A. What's your question?

Q. Did there come a time that the township, prior to entering into the contract, asked for a price adjustment from the originally agreed-upon 12.75 million?

A. We would have asked repeatedly. I repeatedly said get the best price you can.

Q. After you agreed upon the 12.75?

A. That doesn't stop me from -- correct.

Q. Okay. Did Glen Scheer -- Glendale

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1 ever agree to a lower price?
 2 A. Not to my knowledge.
 3 Q. Okay. Do you remember looking at
 4 maps in 2022 that would reflect property that
 5 Glendale was contractually obligated to sell to
 6 J. Scheer?
 7 MR. BYRNES: Objection to form.
 8 You can answer.
 9 MR. ZINGARO: I share in that
 10 objection.
 11 Mayor, you can answer.
 12 THE WITNESS: I've looked at
 13 hundreds of maps and probably several
 14 thousand since I've been mayor.
 15 BY MS. MARKS:
 16 Q. Okay.
 17 A. And people point to them, and I say
 18 yes or no or okay or no.
 19 Q. I'm going to show you an e-mail, the
 20 chain goes from GFD 01258 through 01260, and I'm
 21 going to point to an e-mail from Steve Tripp to
 22 Lou Rainone and Sam Wachsmann dated February 8,
 23 2023, and ask you to review that e-mail,
 24 please, to Mr. Tripp.
 25 MR. ZINGARO: Mayor Joshi, before

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1 you... I'm going to ask that you take
 2 the opportunity to read through the
 3 entire thread.
 4 (Witness reviews document.)
 5 THE WITNESS: Okay.
 6 BY MS. MARKS:
 7 Q. Do you recall -- or do you agree
 8 with Mr. Tripp's e-mail?
 9 MR. ZINGARO: Objection --
 10 THE WITNESS: Which e-mail?
 11 BY MS. MARKS:
 12 Q. The e-mail I originally referenced
 13 to February 8, 2023, at 4:21 p.m.
 14 MR. ZINGARO: Objection to form.
 15 THE WITNESS: So repeat your
 16 question.
 17 MS. MARKS: Please read the
 18 question -- oh, I'll rephrase it.
 19 BY MS. MARKS:
 20 Q. Does Mr. Tripp accurately reflect
 21 the facts in his e-mail?
 22 MR. BYRNES: Objection to form.
 23 But you can answer.
 24 MR. ZINGARO: Yeah, objection to
 25 form.

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1 You can answer.
 2 THE WITNESS: No.
 3 BY MS. MARKS:
 4 Q. No?
 5 A. No.
 6 Q. What is incorrect in Mr. Tripp's
 7 recitation of the facts?
 8 A. He says, "My clients and I were very
 9 clear." That's clearly not the case.
 10 Q. Why was it clearly not the case?
 11 A. Because we were not informed which
 12 location we were exactly purchasing.
 13 Q. When were you not informed of the
 14 location you were purchasing?
 15 A. With the exact parameters.
 16 Q. The township didn't know the exact
 17 parameters it was purchasing?
 18 MR. ZINGARO: Asked and answered.
 19 THE WITNESS: I just answered your
 20 question.
 21 BY MS. MARKS:
 22 Q. When did the township not know?
 23 Mr. Tripp is talking about --
 24 A. Are you referring to myself or my --
 25 when you say "the township," are you referring

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1 me or are you referring to my attorneys?
 2 BY MS. MARKS:
 3 Q. Well, I was referring -- I'll start
 4 with you.
 5 A. Okay. So it wasn't clear to me.
 6 Q. It was not clear to you?
 7 A. No.
 8 Q. Okay. So when Mr. Tripp says that,
 9 "When we met with the mayor last year," I was
 10 very -- "my clients and I were very clear that
 11 the property we would convey to the township
 12 did not include the portion that we are
 13 contractually obligated to sell to J. Scheer,
 14 which ran along the river and included the
 15 easement area."
 16 He wasn't -- that's what you're
 17 saying he wasn't clear about?
 18 A. No.
 19 Q. Did they provide -- did Mr. Tripp
 20 provide color-coded maps that showed what the
 21 township would get and what J. Scheer would
 22 get?
 23 A. I know there were color-coded maps
 24 that were put down on the table.
 25 Q. At the time you didn't understand

Pages 109 to 112

1 what they were, or you don't recall?

2 A. It was not clear exactly which areas

3 were set to be purchased by the town.

4 Q. Okay. But the ordinance was adopted

5 shortly after that meeting, correct?

6 A. Correct.

7 Q. Okay. And the ordinance carves out

8 1.9 acres of property, does it not?

9 MR. ZINGARO: Objection to form.

10 You can answer.

11 THE WITNESS: Yes.

12 BY MS. MARKS:

13 Q. Okay. Is that not consistent with

14 what Mr. Tripp is saying here, that they were

15 carving out 1.9 acres of the pink property?

16 MR. ZINGARO: Objection to form.

17 You can answer.

18 THE WITNESS: No, he doesn't have

19 listed there the block and lot numbers.

20 BY MS. MARKS:

21 Q. No, but he says the property along

22 the river that they're contracted to sell to

23 J. Scheer, which is reflected in the first

24 amendment in pink.

25 A. Okay.

1 Q. Okay. Is that -- is Mr. Tripp's

2 e-mail, therefore, not consistent with the

3 ordinance that was adopted shortly after the

4 meeting that's being referenced in his e-mail?

5 A. Yes.

6 Q. But you don't recall that?

7 A. Recall...?

8 Q. That they showed you color-coded

9 maps that showed that the property that they

10 were contractually obligated to sell to Scheer

11 which ran along the river was not included in

12 the sale, the agreed-upon sale?

13 MR. BYRNES: Objection to form.

14 But you can answer.

15 MR. ZINGARO: Objection to form.

16 You can answer.

17 THE WITNESS: That is correct.

18 BY MS. MARKS:

19 Q. Okay. Isn't it true that at some

20 point after the ordinance was passed the

21 township decided that it wanted 1.9 more acres

22 of property than is reflected in the ordinance?

23 MR. ZINGARO: Objection to form.

24 You can answer.

25 THE WITNESS: I said that I wanted

1 to have the most amount of land out of

2 this acquisition, and my attorneys would

3 have written up agreements accordingly,

4 or ordinances accordingly.

5 BY MS. MARKS:

6 Q. Okay. So you didn't care that it

7 was going to include property that was

8 contract -- that someone else had a contractual

9 right to?

10 MR. BYRNES: Objection to form.

11 But you can answer.

12 THE WITNESS: No, because I would

13 have condemned it.

14 BY MS. MARKS:

15 Q. How would you have condemned it?

16 A. I would have condemned it.

17 Q. How would you have gone about

18 condemning it?

19 A. I would have exercised the authority

20 that is given to my office and the town and I

21 would have condemned it, if necessary.

22 Q. Did the township take any measures

23 to commence condemnation?

24 A. I directed my attorneys to be

25 prepared, if necessary, to condemn it.

1 Q. Okay. As you sit here today, do you

2 know if any efforts were made in furtherance of

3 condemnation?

4 MR. ZINGARO: I just want to

5 remind you that attorney-client

6 communications are privileged and do not

7 need to be disclosed during a

8 deposition.

9 THE WITNESS: Just the lining up

10 the funds.

11 BY MS. MARKS:

12 Q. And what procedures -- what

13 procedures had to be taken to line up the

14 funds?

15 A. My attorneys would have taken care

16 of those.

17 Q. So as you sit here, do you know what

18 mechanism has to be done to line up funds for

19 eminent domain?

20 A. A council ordinance.

21 Q. Okay. And is it your recollection

22 that that was done here or it didn't get that

23 far?

24 A. It did not get that far.

25 MS. MARKS: Before I forget, let's

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1 mark that, which is the GD 01258.
2 (Exhibit Joshi 7 was marked for
3 identification purposes.)
4 MR. BYRNES: What number was that?
5 COURT REPORTER: Seven.
6 THE WITNESS: I'm out of water.
7 MS. MARKS: Do you want to take
8 two minutes to get some?
9 THE WITNESS: Sure.
10 THE VIDEOGRAPHER: Going off the
11 record at 2:35 p.m.
12 (Off the record.)
13 THE VIDEOGRAPHER: We are back on
14 the record 2:44 p.m. This begins media
15 file No. 3.
16 BY MS. MARKS:
17 Q. Okay. Before we broke, Mayor, we
18 were talking about Mr. Tripp's e-mails and he
19 had provided maps at least to Mr. Rainone prior
20 to your meeting in about March of 2022, is that
21 correct? Do you remember that testimony?
22 A. Yes.
23 Q. I'm just going to show you what -- a
24 document Bates stamped Edison_1683. And tell
25 me if you -- if that refreshes your

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1 recollection as to whether or not you were sent
2 maps including the land swap map?
3 MR. ZINGARO: Are you asking the
4 mayor to testify from a redacted
5 document?
6 MS. MARKS: No, I'm asking if it
7 refreshes his recollection.
8 THE WITNESS: So what's the
9 question?
10 MS. MARKS: Can you read back the
11 question, please.
12 (Whereupon, the previous question
13 was read back by the reporter.)
14 THE WITNESS: No.
15 MS. MARKS: Okay.
16 BY MS. MARKS:
17 Q. Do you know what else the attachment
18 reference here land swap dock would be, any
19 recollection at all?
20 A. No.
21 Q. Okay. Who is John Poyner?
22 A. He's a council member.
23 MR. ZINGARO: Counsel, can I see
24 that one more time?
25 MS. MARKS: Oh, sure.

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1 BY MS. MARKS:
2 Q. Did the township ever require any
3 grants or funding for the -- to purchase the
4 Glendale property?
5 A. No -- oh, we -- not under my
6 administration.
7 Q. Prior to you?
8 A. Mayor Lankey was interested in it.
9 That was when I was a council member. But we
10 did not -- I did not want to pursue a grant
11 because it wasn't enough to purchase the
12 property.
13 Q. The funds weren't sufficient?
14 A. Correct.
15 Q. Do you remember how much the grants
16 were for?
17 A. I believe it was only a million
18 dollars.
19 Q. And you reference -- prior to you
20 being a mayor you were a councilman in town?
21 A. Correct.
22 Q. How long were you on the council?
23 A. Four years.
24 Q. So approximately 2016 -- oh, no
25 2018?

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1 A. Yes, 2018.
2 Q. Did you serve any representative
3 government prior to that?
4 A. I was on the zoning board, and I was
5 also on the Fair and Equal Housing Authority,
6 and I've worked with nearly every mayor since I
7 was 14.
8 Q. All right. Did you have any
9 involvement with the -- with Glendale's
10 application for approval for the warehouse?
11 A. No.
12 Q. Were you on the zoning board when
13 they applied or were you already off it then?
14 MR. ZINGARO: Objection to the
15 form.
16 You can answer.
17 THE WITNESS: No, I was on the
18 zoning board in 2017.
19 BY MS. MARKS:
20 Q. Okay. Did you have any discussions
21 with anyone on the planning board regarding the
22 application?
23 A. No.
24 (Exhibit Joshi 8 was marked for
25 identification purposes.)

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1 BY MS. MARKS:

2 Q. Okay. Mayor Joshi, counsel's placed
3 before you what we've marked Joshi 8 -- is it
4 Joshi?

5 A. It's Joshi.

6 Q. Joshi 8, which appears to be either
7 a Facebook or some kind of social media
8 posting. Is that Mayor Sam Joshi you on the
9 bottom?

10 A. Yes.

11 Q. And they're talking about the
12 planning board application for the Glendale
13 warehouse, correct --

14 A. Correct.

15 Q. -- the post above?

16 And your response is, "Application
17 is dead on arrival. It will be condemned and
18 acquired?"

19 A. Yes.

20 Q. Do you know when you posted that? I
21 don't see a Year or anything on the original
22 post.

23 A. I do not know the exact date.

24 Q. Is it fair to say it was

25 December 6th -- the December 6, 2023, hearing

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1 that had been scheduled?

2 A. Yes.

3 Q. And why do you say the application
4 is dead on arrival?

5 A. I am very proud of this because I
6 would have condemned it, if necessary. I would
7 have done anything and everything necessary to
8 make sure that this application did not go
9 through.

10 And I've even publicly stated that
11 I said -- I publicly stated during my debate
12 that I would tie myself physically to a tree on
13 that property and I would make sure that that
14 warehouse never got built.

15 So I'm very proud of making sure
16 that -- as far as I'm concerned, the
17 application was always dead on arrival.

18 Q. Okay. And I'm assuming when you
19 said "debate," that was the debate before you
20 got into office in 2022 --

21 A. Yes.

22 Q. -- or -- okay.

23 A. I also said that I would link arms
24 with the neighborhood and protest, making sure
25 that they can never get on that site.

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1 -- --
2 (Exhibit Joshi 9 was marked for
3 identification purposes.)

4 BY MS. MARKS:

5 Q. Counsel has placed in front of you
6 what we've marked as Joshi 9, which is entitled
7 "Settlement Statement." Have you ever seen
8 this document before?

9 A. Yes.

10 Q. And on page -- is that your -- is
11 that your signature on page 4 of the document
12 on behalf of the Township of Edison?

13 A. It says page 3.

14 Q. Right. But it's the fourth page --

15 A. Correct.

16 Q. -- because there's two page 3s.

17 That's your signature?

18 A. Correct.

19 Q. And I note that the settlement date
20 on the first page is January 30, 2024, and
21 disbursement date is January 30, 2024. Did the
22 closing date take place on January 30th or
23 31st?

24 A. I do not know the exact date at this
25 time. Like I said, there was a public signing

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1 that I did, so it's well documented. I put out
2 press releases, the whole town knew about it.

3 Q. So that's the picture we're
4 referencing in the conference room?

5 A. Correct.

6 Q. So that's actually the signing of
7 the closing documents?

8 A. Correct.

9 Q. I thought earlier you said that was
10 the signing of the contract of sale?

11 A. I had several documents that day.
12 They were put in the folder.

13 Q. So just to correct it, the closing
14 happened on January 30th or 31st of 2024. The
15 contract of sale, Exhibit 7, is dated
16 December 22, 2023. So is it possible that your
17 prior testimony that the agreement for sale was
18 signed in that picture is incorrect and it was
19 the closing that is depicted in that picture
20 that happened in January?

21 A. I had all the closing documents with
22 me for that signing that finalized the
23 acquisition of the property.

24 Q. Okay. So that would have been in
25 January. So it would not have been this

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1 contract which you signed in December?
2 A. That is possible.

3 Q. Okay.
4 (Exhibit Joshi 10 was marked for
5 identification purposes.)

6 BY MS. MARKS:

7 Q. Counsel has put in place of you,
8 Mayor, a document entitled "Affidavit of
9 Title," which we've marked as Joshi 10. If you
10 can look at the last page of that document and
11 let me know if that's your signature under the
12 Township of Edison.

13 A. Yes, it is.
14 Q. Okay. And do you recall whether
15 this is one of those documents that you signed
16 at the closing table?

17 A. Yes.
18 Q. And it indicates in paragraph 3 of
19 the first page that the purchase is for the
20 purpose of open space preservation pursuant to
21 a negotiated agreement? Paragraph 3, first
22 page.

23 A. Paragraph 3?

24 Q. Yeah, right in the middle, "The
25 Corporation has entered into the agreement for

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1 the purpose of open space preservation."

2 A. Okay.

3 Q. Is that what your understanding of
4 what the purpose is, open space preservation?

5 A. Yes.

6 Q. Has the township undertaken any work
7 or done anything with the property since
8 closing in January 2024?

9 A. No.

10 Q. It remains vacant property?

11 A. Correct.

12 Q. Do you have any plans for the
13 property other than just keeping it open space?

14 A. At this time we do not.

15 Q. Is there any vision for the future?

16 A. I've always said, including when I
17 was running for office, running for mayor, that
18 it would be wonderful to see riverfront
19 property being -- made use of. What that
20 exactly entails is up to the public, the
21 council, myself, a number of, you know, other
22 employees that will put their brains together.

23 Q. Are you familiar with the topography
24 of the property down at the river edge there?

25 A. Generally, yes.

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1 Q. What is it? Is it --
2 A. It's a slope.

3 Q. It's a slope?

4 A. It's a slope that essentially
5 becomes a cliff.

6 Q. Okay. And what I -- did you read
7 this Affidavit of Title prior to executing it
8 at closing?

9 A. No. That would be a total waste of
10 my time. I had the attorneys provide to me a
11 set of documents that were only the last page
12 where I needed to sign. And in that folder
13 that is in the picture behind you I had several
14 pages of the last pages where I needed to sign.

15 Q. So at closing you basically had the
16 signature pages?

17 A. That's all I looked at.

18 Q. And the documents themselves weren't
19 provided to you in advance to review?

20 MR. ZINGARO: Objection to form to
21 the extent that seeks attorney-client
22 privileged communications.

23 MS. MARKS: Nothing -- no

24 communication there.

25 MR. ZINGARO: It certainly seeks

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1 whether --

2 MS. MARKS: Counsel, thanks.

3 THE WITNESS: I have attorneys
4 that would have reviewed it for me.
5 That's how --

6 BY MS. MARKS:

7 Q. Okay.

8 A. -- it works in government.
9 (Exhibit Joshi 11 was marked for
10 identification purposes.)

11 BY MS. MARKS:

12 Q. Mr. Mayor, your counsel has placed
13 in front of you what we've marked as Joshi 11,
14 which is entitled "Affidavit of Consideration
15 For Use By Buyer." And the question is, is
16 that your signature --

17 A. Yes.

18 Q. -- on the bottom of the first page?
19 Yes?

20 A. Yes.

21 Q. Is Ronald Gordon with the Rainone
22 firm, or is he with some with and else?

23 A. He's with the Rainone firm. That's
24 another Ronald.

25 Q. Not L.

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1 And this was signed at the closing?
2
3 A. Yes.

4 Q. Okay. Are you aware of any
5 communications with JVS or Scheer, the
6 plaintiff in this case, between the time the
7 township executed the contract of sale in
8 December and the closing where JVS was advised
9 that the township was contracting -- their
10 contract included the property that Glendale
11 was supposed to convey to them?

12 MR. ZINGARO: Objection to form.

13 You can answer.

14 THE WITNESS: No. Like I said, I
15 had a mission, an objective given to me
16 attorneys to save the neighborhood by
17 acquiring the property. How it was done
18 was irrelevant to me.

19 BY MS. MARKS:

20 Q. Okay. And I think your testimony
21 earlier was that you weren't aware of the prior
22 litigation, the mediation sessions; is that
23 correct?

24 A. I was not.

25 Q. Would the attorneys have had
authority to settle the prior litigation

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1 without your approval at the mediation?

2 A. No.

3 Q. No one else with the township would
4 have the authority to approve any settlement?

5 A. My BA if I'm not present.

6 Q. Do you know if your BA was in
7 contact with council regarding the mediation
8 sessions?

9 MR. ZINGARO: Objection.

10 You can answer.

11 THE WITNESS: No.

12 BY MS. MARKS:

13 Q. You're not aware?

14 A. No. That would be a waste of her
15 time if she was, though.

16 Q. It would be a waste of her time to
17 be aware of mediation in litigation?

18 A. Absolutely.

19 Q. Would it be a waste --

20 A. These are not priorities for running
21 a town. We only get -- in a municipality as
22 enormous as this is, we are only approached
23 when something is urgent or imminent or a
24 priority to myself.

25 Q. Are you aware there's mediation

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1 scheduled in this case?

2 A. No. That would be a waste of my
3 time.

4 Q. Because the township has no interest
5 in mediating the dispute?

6 MR. ZINGARO: Just -- objection.

7 This seeks the content of

8 attorney-client communications.

9 MS. MARKS: No, it doesn't. I beg
10 to differ. I asked the mayor if he's
11 interested in settlement -- I'm sorry,
12 can you read back my question.

13 MR. ZINGARO: Your question was
14 tied to the prior question --

15 MS. MARKS: No.

16 MR. ZINGARO: -- concerning
17 attorney-client communications.

18 MS. MARKS: I asked him if he was
19 aware -- oh, sorry. I'll stop.

20 (Whereupon, the previous question
21 was read back by the reporter.)

22 MR. ZINGARO: Objection to form as
23 phrased.

24 You can answer the question,
25 Mayor.

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1 THE WITNESS: So what's your
2 question?

3 MS. MARKS: Can you read back the
4 question, please.

5 MR. ZINGARO: If you don't
6 understand the question, Mayor, just ask
7 for it to be rephrased.

8 (Whereupon, the previous question
9 was read back by the reporter.)

10 THE WITNESS: I'm not aware of it
11 because I only get told about urgent,
12 important, or pressing matters, and this
13 does not rise to that occasion.

14 BY MS. MARKS:

15 Q. Is there a structure in place on
16 setting litigations for the township --

17 A. Yes.

18 Q. -- that --

19 Okay. What is that structure? If
20 it's not you, who is it?

21 A. My director of law and the attorneys
22 handle it.

23 Q. Without any input from you?

24 A. I tell them only bring me things if
25 it's going to be catastrophic, if it's going to

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1 be urgent, or pressing, or important. And to
2 me this is not because my objective was to
3 purchase this property, save the neighborhood,
4 and that mission was accomplished.
5 Q. And it doesn't concern you that you
6 bound the township to agreements it has not
7 complied with?
8 MR. ZINGARO: Objection to form.
9 You can answer.
10 THE WITNESS: That's not my
11 understanding of this agreement.
12
13 BY MS. MARKS:
14 Q. Which agreement, the Assignment and
15 Assumption Agreement? That one?
16 A. I would have -- I think this is
17 Exhibit A, probably the couple hundredth sheet
18 of paper that you've put in front of me. And,
19 no, I was told to only acquire the property and
20 save the neighborhood.
21 Q. Okay. And I think earlier you
22 testified that the township did everything it
23 had to under the closing because it paid the
24 money to Glendale, correct?
25 A. Correct.
Q. So at closing you executed Exhibit 8

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1 on behalf of the township, correct?
2 A. Yes.
3 Q. And that was in connection with
4 the -- with taking title to the Glendale
5 property, correct?
6 A. Correct.
7 Q. And the township assumed certain
8 liabilities under that agreement, correct?
9 MR. ZINGARO: Objection to form.
10 You can answer.
11 THE WITNESS: Yes.
12
13 BY MS. MARKS:
14 Q. Okay. But you don't think that has
15 anything -- the township doesn't have to comply
16 with those obligations?
17 MR. ZINGARO: Objection to form.
18 You can answer.
19 THE WITNESS: No. Our obligation,
20 to my knowledge, was to make the payment
21 that was owed and we would own the
22 property.
23 BY MS. MARKS:
24 Q. Okay. But then what's Exhibit 8?
25 A. It's an Assignment and Assumption
Agreement.

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1 Q. Right. In which the township
2 assumes certain obligations of Glendale,
3 correct?
4 A. Okay.
5 Q. So does the township not have to
6 undertake those obligations?
7 MR. ZINGARO: Objection. Asked
8 and answered.
9 THE WITNESS: I did answer the
10 question.
11 BY MS. MARKS:
12 Q. Yes or no, do they have to do the
13 obligations that they assumed in that
14 agreement?
15 MR. ZINGARO: Objection to the
16 form.
17 You can answer.
18 THE WITNESS: Yes.
19
20 BY MS. MARKS:
21 Q. To your understanding, did the
22 township take any further, other than the
23 payment of money at the closing, in furtherance
24 of that agreement?
25 A. It's my understanding that's the
only obligation that we had.

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1 Q. Then why did you sign that
2 assumption agreement on behalf of the township?
3 A. Because that's what my attorneys put
4 in front of me.
5 Q. And to your knowledge did the
6 township do any of the -- undertake any of the
7 obligations that it assumed in Exhibit 8?
8 A. I believe this matter has been
9 settled.
10 Q. Can you answer my question, please?
11 A. I did.
12 Q. Settled? How was it settled?
13 A. We own the land.
14 Q. Okay.
15 A. And a payment was made.
16 Q. And what about the contractual
17 obligation assumed by the township?
18 MR. BYRNES: Objection to form.
19 But you can answer.
20 MR. ZINGARO: Objection to form as
21 well.
22 Mayor, you can answer.
23 BY MS. MARKS:
24 Q. Was the township never intending to
25 live up to that agreement?

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1 A. No. We live up to all of our
2 obligations. My objection -- my objective was
3 to make sure that we acquire the property. And
4 like I said, I was given the last page of every
5 document, and that's what I signed off on.
6 Q. So as you sit here, you don't know
7 that the township has lived up to all of its
8 contractual obligations, do you?
9 A. But to my knowledge I do.
10 Q. Well, because you buried your head
11 in the sand and you don't know --
12 A. That is --
13 MR. ZINGARO: Objection.
14 THE WITNESS: Hold on. First of
15 all, you're out of order.
16 MS. MARKS: I'm not out of order.
17 THE WITNESS: Yes, you are. You
18 are completely out of order. You
19 clearly don't know how government works.
20 You have a fundamental lacking and
21 understanding about how the mayor's
22 office works, about how the Faulkner Act
23 works. You have no idea what you're
24 talking about and you're completely
25 wasting my time as well as the

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1 township's time.
2 BY MS. MARKS:
3 Q. I know how the law works, and I know
4 that the township signed a contract here. You
5 signed it on behalf of the township, correct?
6 A. Yes.
7 Q. Can you tell me, as you sit here,
8 did the township undertake everything it
9 promised to, whether you read it or not?
10 MR. ZINGARO: This has been asked
11 answered multiple times, Counsel.
12 MS. MARKS: Okay. He can answer
13 it again, because he just told me I
14 don't know what the -- I'm doing here,
15 so I'm just asking.
16 BY MS. MARKS:
17 Q. As you're sitting here today, as the
18 mayor of this lovely township, can you tell me
19 that the township complied with the contractual
20 obligations that you burdened it with --
21 A. Yes.
22 Q. -- in this document?
23 MR. ZINGARO: Objection to form --
24 BY MS. MARKS:
25 Q. It did. What did it do to comply?

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1 A. It paid the owner the amount that
2 was owed.
3 Q. Can you tell me where in this
4 agreement it says that you're going to pay the
5 owner the amount that it's owed?
6 A. No.
7 Q. Is it in there?
8 A. I don't believe this document has
9 that language.
10 Q. So how does paying the owner the
11 contract amount show that Edison, the township,
12 complied with its obligations under that
13 agreement?
14 A. Because my attorneys had informed me
15 of such.
16 Q. Okay. Did you have any
17 communication with Cassandra Augustine
18 regarding Glendale's application before the
19 planning board?
20 MR. ZINGARO: Objection to form.
21 You can answer, Mayor.
22 THE WITNESS: It's possible I
23 asked what date it was.
24 BY MS. MARKS:
25 Q. Asked what date what was?

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1 A. What date the application was set
2 for.
3 Q. Any other communications that you
4 recall?
5 A. No.
6 Q. Can you tell me who Sam Alcantara
7 is?
8 A. No.
9 Q. No knowledge?
10 A. No.
11 Q. Can you tell me who Mary McAvory is?
12 A. Mary McAvory is my assistant. At
13 the time she was my scheduler.
14 Q. She is an assistant to mayor?
15 A. Correct.
16 Q. Okay. Did she have any involvement
17 with the purchase of the property?
18 A. No.
19 Q. Okay. How about Catriona Leary?
20 A. Do I know who she is?
21 Q. Yes.
22 A. Yes.
23 Q. Did she have any role in the
24 transaction?
25 A. No.

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1 Q. What is her position? Is she with
2 the township?
3 A. Yes.
4 Q. What is her position?
5 A. Chief administrative officer. I
6 believe at the time she was just special
7 projects.
8 Q. Okay. Would this be considered a
9 special project?
10 A. No.
11 Q. Are you familiar with a Lyra Knust?
12 A. No.
13 Q. Alicia Chelsea?
14 A. Yes.
15 Q. Who is Alicia Chelsea? Is she
16 employed by the town?
17 A. She is my current scheduler.
18 Q. Did she have any role in the
19 transaction?
20 A. No.
21 Q. Are you familiar with a Kenda
22 Roberts?
23 A. Yes.
24 Q. Okay. Is he an employee or
25 representative of the town?

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1 A. Yes.
2 Q. Was -- did he have any involvement
3 in the transaction?
4 A. He's a finance department head, so
5 by a contract. So he would be aware of the
6 finances that are needed and how to align them
7 with payment.
8 Q. Okay. How about Cassandra
9 Augustine?
10 A. She is the -- she's in the
11 engineering department.
12 Q. Did she have any role in the
13 transaction that you're aware of?
14 A. No.
15 Q. Okay. Joseph Torlucci, are you
16 familiar with him?
17 A. No.
18 Q. A Tashana Kennedy Grant?
19 A. She's an employee within the finance
20 department.
21 Q. Okay. So her role would have been
22 under Mr. Roberts?
23 A. Yes.
24 Q. How about a Vanity Delbridge?
25 A. She was an employee of mine.

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1 Q. Any involvement in the transaction?
2 A. No. She was only here for five
3 days.
4 Q. What did you do to her? Just
5 kidding. Withdraw it.
6 Are you familiar with a T & M
7 Associates?
8 A. Yes.
9 Q. And who is that?
10 A. That's an engineering firm.
11 Q. Did they do work for the town?
12 A. Yes.
13 Q. Okay. Did they do work in
14 association with this transaction?
15 A. I believe they were planned to
16 start, but then they did not. We ended up
17 going with Colliers.
18 Q. Were they actually engaged to
19 provide services to the borough?
20 A. They're on a general RFQ list of --
21 much like how I have dozens of attorneys to do
22 all kind of things for me, I have dozens of
23 engineers to do all kind of things.
24 Q. Is that -- does a Charles Viveiros,
25 is he employed with T & M Associates?

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1 A. Yes.
2 Q. Okay. Is he any relation to Sonia?
3 A. I believe you're referring to her
4 husband.
5 Q. Was T & M employed by or on the RFQ
6 list prior to Sonia become BA?
7 A. Yes.
8 Q. How long have they been on the RFQ
9 list?
10 A. They've been on the RFQ list since
11 I've first put out my RFQs serving mayor. So
12 that would be the first couple months in
13 office.
14 Q. So sometime in spring of 2022?
15 A. Yes.
16 Q. And was there a reason that they
17 were replaced by Colliers on this transaction?
18 A. I needed speed because I was up
19 against the clock of my State of the Township,
20 and I wanted to get a firm that could do it as
21 quickly as possible. And Colliers had
22 indicated that they would be able to complete
23 an environmental study survey that was
24 necessary. So they --
25 Q. Were they --

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1 MR. ZINGARO: Finish your answer.
2 BY MS. MARKS:
3 Q. Was that a firm that was required
4 for closing?
5 A. Yes.
6 Q. Do you know a -- are you familiar
7 with a June Ann Brescher?
8 A. Yes.
9 Q. And are you are you familiar with
10 Ms. Brescher?
11 A. She's an employee.
12 Q. Did she have any involvement in the
13 transaction?
14 A. She is under the finance department.
15 Q. Is she the director or is she just
16 an employee or --
17 A. She's an employee.
18 Q. -- is she under --
19 A. She reports to Kenda Roberts.
20 Q. How about Ray Pandya, P-A-N-D-Y-A?
21 A. Can you repeat that?
22 Q. Are you familiar with a Ray Pandya,
23 P-A-N-D-Y-A?
24 A. No.
25 Q. Are you familiar with a Neville

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1 Arestani?
2 A. Yes.
3 Q. And how are you familiar with
4 Neville Arestani?
5 A. He's a Democratic committeeman.
6 Q. Is he a councilman as well?
7 A. No.
8 Q. Any role in this transaction?
9 A. No.
10 Q. What exactly is a committeeman, if
11 you don't mind me asking?
12 A. He represents a certain neighborhood
13 within the Democratic party of Edison.
14 Q. So it's an unelected position, it's
15 like a party position?
16 A. It is elected.
17 Q. Elected. Is it a party position?
18 A. Correct.
19 Q. Were you ever a committeeman?
20 A. No.
21 Q. How about an Anthony DeAmorin?
22 A. Former employee.
23 Q. Former employee of the township?
24 A. Yes.
25 Q. Do you know what position his

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1 position was with the township?
2 A. He was a special assistant to
3 Mayor Lankey.
4 Q. Do you know if he had any role in
5 this transaction from -- starting with
6 Mayor Lankey?
7 A. No. He was also in my
8 administration as a media assistant, but I
9 believe he was only in that position for a few
10 days.
11 Q. What does a media assistant's
12 responsibilities include?
13 A. General media responses and coming
14 up with videos, things of that nature, just
15 media of the township.
16 Q. Okay. And, what, is that in the
17 beginning of your --
18 A. Yes.
19 Q. -- role?
20 Did he leave voluntarily or was he
21 terminated?
22 A. He stopped showing up to work.
23 Q. Same thing with Mr. DeAmorin, did he
24 leave voluntarily or was he terminated?
25 A. No, Mr. DeAmorin signed an

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1 agreement --
2 MR. ZINGARO: To the extent
3 you're -- to the extent this concerns an
4 employee labor matter, I ask that you
5 not reveal the contents of any...
6 THE WITNESS: Okay. There's also
7 pending litigation, so...
8 BY MS. MARKS:
9 Q. Oh, okay. Sorry. With the
10 township?
11 A. Yes.
12 Q. And that arises out of his
13 employment, I guess; is that accurate?
14 A. Employment.
15 Q. How about Kaiser Sobera (ph)?
16 A. That...
17 Q. Any familiarity with...?
18 A. No.
19 Q. L -- any dealings with LVNV Funding,
20 LLC?
21 A. LVNV... No.
22 MS. MARKS: I'm just going to go
23 through my notes. I don't know if Rich
24 has any questions while I do that.
25 MR. BYRNES: I just have one or

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1 two, Mayor.
2 CROSS-EXAMINATION
3 BY MR. BYRNES:
4 Q. Earlier I had introduced myself. My
5 name is Richard Byrnes at Wilentz. We
6 represent?
7 THE VIDEOGRAPHER: Can you speak
8 up, please?
9 MR. BYRNES: Sure.
10 BY MR. BYRNES:
11 Q. We represent 41 Glendale and
12 Stalwart Equities, Inc.
13 THE VIDEOGRAPHER: Could you
14 repeat that question?
15 MR. BYRNES: Okay.
16 BY MR. BYRNES:
17 Q. Mayor, my apologies. Now that I'm
18 properly mic'd, my name again is Rich Byrnes,
19 Wilentz, Goldman & Spitzer. We represent
20 41 Glendale, LLC, and Stalwart Equities, Inc.
21 Mayor, do you recall attending a
22 meeting at which representatives of 41 Glendale
23 and/or Stalwart and representatives of
24 J. Scheer were present?
25 A. Do I remember meeting when your firm

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1 was --
2 Q. Mayor, the question is, do you
3 recall attending a meeting when people
4 representing 41 Glendale, which might have
5 included Samuel Wachsmann and perhaps
6 41 Glendale's attorney, met with you, Mayor,
7 and with representatives of J. Scheer?
8 A. I know I had a meeting right after I
9 became mayor in my conference room that I had
10 referenced, but I believe that meeting was only
11 with the Glendale property folks.
12 Q. And to your knowledge you've never
13 met with both people from 41 Glendale and
14 people from J. Scheer; is that right?
15 A. That is correct.
16 MR. BYRNES: I have no other
17 questions.
18 MS. MARKS: Can we just take five
19 minutes? I'll go through my notes and
20 we'll come back and do what we have to
21 do with any follow-ups.
22 THE VIDEOGRAPHER: Going off the
23 record 3:22 p.m.
24 (Off the record.)
25 THE VIDEOGRAPHER: We are back on

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1 the record at 3:32 p.m.
2 MS. MARKS: Thank you. Just a
3 couple follow-ups, Mr. Mayor.
4 REDIRECT EXAMINATION
5 BY MS. MARKS:
6 Q. Can you tell me whether or not
7 Glendale or Stalwart has requested that the --
8 that the township defend them in this action?
9 A. No.
10 Q. Can you tell me whether or not they
11 made a request for indemnification in this
12 action?
13 A. No.
14 Q. You don't know, or you can't tell
15 me, or they haven't?
16 A. I'm not aware of requests that were
17 made by them.
18 MS. MARKS: Okay. That's it.
19 Thank you for your time.
20 MR. ZINGARO: Thank you, Mayor.
21 MR. BYRNES: Thank you, Mayor.
22 THE VIDEOGRAPHER: This is the end
23 of the deposition. The time is 3:42
24 p.m.
25 (Deposition was adjourned at 3:42 p.m.)

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1 C E R T I F I C A T I O N
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