

*11/11/98*  
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Prepared by:  

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**Philip N. Boggia, Esq.**

**DEVELOPERS AGREEMENT**

THIS AGREEMENT, made this *26* day of *MAY* 1998

**BETWEEN:           BOROUGH OF EDGEWATER**  
A Municipal Corporation of  
the State of New Jersey  
916 River Road  
Edgewater, NJ 07020  
(hereinafter called the "Borough")

**AND:                 EDGEWATER RESIDENTIAL COMMUNITIES, LLC III**  
  
Edgewater, NJ 07020  
(hereinafter called the "Developer")

**W I T N E S S E T H :**

WHEREAS, the Developer made application to the Planning Board of the Borough of Edgewater for a Major Site Plan Approval and variances to allow for the construction of a 378 Unit, fourteen (14) story Congregate Care facility on the island parcel located between Old and New River Road, north of River Road. The 6.24 acre parcel is located in the PDII A Zone District. This project shall be constructed in accordance with the following plans:

1.     Site Plan (four sheets), prepared by Boswell Engineering, dated June 12, 1997, unless otherwise noted, and entitled:
  - (a)    Title Sheet, dated June 24, 1997;
  - (b)    Preliminary Site Plan;
  - (c)    Soil Erosion and Sediment Control;
  - (d)    Detail Sheet, dated June 24, 1997;

2. Architectural Plans (7 sheets) undated and without a title block indicating the preparer of the plans. These plans are entitled:

- (a) Second Floor Plan;
- (b) Third Floor Plan;
- (c) Typical Floor Plans;
- (d) Front Elevation;
- (e) Rear Elevation;
- (f) Tower A West Elevation;
- (g) Tower B West Elevation;

All drawings described above are on file with the Borough of Edgewater and are incorporated herein by reference and made part of this Agreement; and

**WHEREAS**, the Developer is desirous of entering into a Developer's Agreement with the Borough; and

**WHEREAS**, the Planning Board of the Borough of Edgewater granted approval of the Major Site Plan after various public meetings were held in the Borough of Edgewater on July 7, 1997 and July 28, 1997 subject to the posting by the Developer of the necessary bonds, fees and execution of a Developer's Agreement to be prepared by the Attorney for the Planning Board and such other matters as are set forth in the Board's Resolution No. 8-25-97-2.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements hereinafter contain, it is hereby agreed as follows:

1. The Developer agrees, that all materials, labor, equipment, tools and appliances furnished, provided and supplied to complete certain improvements in work and land development, as set forth in the above referenced drawings submitted to the Planning Board of the Borough of Edgewater, all of said work being incorporated herein by reference, in a good, substantial and workmanlike manner, and in strict compliance with the requirements and specifications of the Borough of Edgewater, its Ordinances and Building Code, on the site shown on said Major Site Plan designated as Block 91.01, Lot 1.01, Block 92, Lot 1.01 and all work shall be completed to the satisfaction and approval of the Borough Engineer.

The installation of fire safety apparatus, such as hydrants, smoke alarms etc. shall be installed in accordance with all applicable codes and subject to the approval of the Fire Department of the Borough of Edgewater. The Developer shall install fire hydrants on the property, which will provide adequate fire protection in accordance with the fire code and subject to approval of the Fire Sub Code Official of the Borough of Edgewater.

2. The Developer has posted a Performance Bond at its own expense in an amount of Thirty Three Million and 00/100 Dollars (\$33,000,000) the cost of installation of all on-site improvements, in accordance with N.J.S.A. 40:55D-53a (1). The Developer shall provide an endorsement naming the Borough of Edgewater as a secured party in connection with the requirements of this Agreement and the conditions in the Planning Board approving resolution. The Performance Bond or letter of credit is to insure that any of the following work that is undertaken shall be completed in accordance with the plans submitted to the Planning Board and

to insure that proper facilities, including but not limited to on-site storm drainage system, sanitary sewer system and landscaping are constructed on the site, and shall be issued by a bonding or financial institution authorized to issue such bonds or letters of credit.

(A) The amount of said Performance Guarantee may be increased by the Borough after two (2) years, if costs which are contemplated increase. However, upon completion of the installation of the sanitary system and storm drainage systems, the amount of the Performance Bond may be proportionately reduced or released upon application to the Borough and with the approval of the Borough Engineer which shall be in accordance with the provisions of N.J.S.A. 40:55D-53, et seq.

(B) The Developer shall post either cash, Letter of Credit or maintenance bond, written by an acceptable surety company licensed to do business in New Jersey, in the amount of ten percent (10%) of the cost of the completion of municipal and all on-site improvements as defined in the Municipal Land Use Law N.J.S.A. 40:55D-53a (2) and contemplated herein and said guarantee shall remain with the Borough for a period of two (2) years from the date the Certificate of Occupancy is issued, and where the Developer requires more than one (1) Certificate of Occupancy, the time period shall commence two (2) years from the date the main Certificate of Occupancy for the overall development is issued. Separate Certificates of Occupancy for individual units, whether temporary or permanent, shall not be included or considered as part of the two (2) year period.

3. Developer agrees to deposit with the Borough the sum of \$20,000 for an

engineering and professional inspection escrow account and \$5,000.00 for legal fees. Said escrow deposit shall be subject to increase in amounts permissible by ordinance, if reasonably required to meet project demands. All escrow deposits and legal fees shall be posted at or prior to the time this Agreement is executed. The Borough shall provide Developer with an accounting of the expenditure of funds. The Borough shall maintain said escrow account in accordance with the provisions of N.J.S.A. 40:55D-53.1.

4. The Developer agrees to install on-site drainage and sanitary facilities, including manholes, pipes, connections and curblines, landscaping, etc., as shown on the above referenced drawings, all of which shall be provided, installed and laid out in the manner reasonably approved by the Borough Engineer including any additional on-site drainage of facilities which are required to protect the health or safety of the residents of the Borough, provided the need for such additional drainage facilities results from the Developers activities. The final design, details and construction of the above including pavement shall be subject to the review of the Borough Engineer.

The "Borough Engineer" as pertaining to this Agreement shall be a licensed professional engineer in the State of New Jersey specially designated by the Mayor and Council to act as the Borough's official representative, with all the powers and authority as designated herewith or so contained in the Planning Board Resolution No. 8-25-97-2.

5. Prior to the discharge of the Performance Bond referred to above and prior to the issuance of any Final Certificate of Occupancy, the Developer shall submit to the Borough

Engineer detailed "As Built" drawings and Site Plans prepared and certified by a licensed New Jersey Professional Engineer. The "As Built" Site Plan shall show the exact location, sizes and elevation of all installed improvements, and shall meet with the reasonable approval of the Borough Engineer.

6. The Developer agrees to do, in the manner aforesaid, the following work and improvements:

(A) a 378 Unit, fourteen (14) story Congregate Care facility with amenities including restaurant, fitness and recreational facilities, cultural facilities, meeting rooms, library, medical facility, and related facilities and amenities.

All improvements must commence within two (2) years, from the date of granting final site plan approval by resolution of the Planning Board pursuant to N.J.S.A. 40:55D-52. All improvements must be substantially completed within three (3) years after execution of the Developer's Agreement. The above construction shall be in accordance with all of the requirements and specifications of governmental bodies or officials having jurisdiction and the Developer shall provide for adequate surface water drainage during construction of said development project in accordance with the approved Soil Erosion and Sediment Control Plan and requirements of the Borough Engineer and New Jersey DEP; and

(B) All the improvements in the development shall be done in accordance with the above referenced drawings approved by the Planning Board of the Borough of Edgewater and as subsequently revised, subject only to changes that might be reasonably necessary and approved by the Borough Engineer. The Developer shall notify the Borough's

Construction Code Official at least 24 hours in advance of the construction of the improvements, which shall remain uncovered until inspected and approved by the Borough's Construction Code Official. The Construction Official shall utilize its best efforts to promptly make inspections and issue reports so as not to delay construction scheduled. The Construction Code Official shall have the right to reject any of the improvements constructed which do not conform to the approved Site Plans or are not constructed to the requirements of code and/or regulation. Prior to the issuance of Building Permits, the Developer shall submit, for the Borough Engineer's and Construction Code Official's approval, final site plans for construction of the improvements for which a permit is being sought. Said site plans shall be in accordance with the above referenced drawings and shall show all pertinent data concerning the construction of said premises, to wit: grading; grades, size and type of the proposed utilities and their connection into the main systems; location, sizes and grades of driveways, curbs and curb openings; sidewalk, if any; streets; landscaping; lot dimensions and easements, etc. in accordance with the approved drawings; and

(C) All on-site utilities shall be constructed underground, and shall be in accordance with the specifications of the respective utility companies and shall have their approval: and

(D) Developer shall provide for proper drainage and/or install adequate storm sewers with catch basins; and

(E) Developer shall allow access by proper municipal officials for inspections and other appropriate municipal purposes; and

(F) Upon completion of the work, the Developer shall remove all rubbish

and debris, scaffolding, temporary construction tools and surplus materials, such as mounds of dirt, and shall leave the site in a clean suitable condition, during construction, the site shall be cleaned regularly to insure that it remains in an acceptable condition; and

(G) The Developer will indemnify the Borough against any loss or injury, including litigation by third parties against the Borough, arising from any of the Developer's operations or activities incidental thereto. In that regard, the Developer shall provide a public liability insurance policy in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage (combined single limits) CSL. The Developer shall also provide the following coverages:

- (1) Explosion, collapse and underground (XCU) coverage.
- (2) Broad form Comprehensive General Liability (CGL) covering the care, custody and control of rented equipment.
- (3) Workmen's Compensation (statutory limits)
- (4) Auto liability in the amount of \$1,000,000.00 CSL.
- (5) Appropriate coverage under the Jones Act, if applicable.

Said policy shall carry the Borough of Edgewater and its appropriate officials named insured and shall insure the Borough against liability arising from any of the Developer's operations or activities incidental thereto. The Developer shall submit original Certificates of Insurance to the Borough Clerk in order for the Developer to comply with the terms of this paragraph.

(H) The Developer shall take steps necessary to insure that the construction of this development project will not unreasonably interfere with the adjoining property owners.

7. (A) The Developer agrees to comply with all municipal ordinances and the requirements of the Bergen County Soil Conservation District and, in particular, the Borough Ordinance dealing with soil removal. In addition, the Developer shall not remove soil for sale or remove soil and rock from the Municipality without first having procured approval from the Mayor and Council. This section shall not prohibit the Developer from importing fill and/or excavating on the site in connection with the construction or alteration of a building or buildings on such premises or conducting the normal grading and shore stabilization incidental thereto, provided that soil and rock are not removed from that site. As used herein, the term "soil and rock" shall refer to soil alone or any combination of soil and rock.

Tires shall be cleaned and tarpaulins placed over trucks before leaving the site. Any fill moved to Borough lands shall be cleaned and placed at approved locations. Blasting can only be performed during approved hours and after notification to the Building Department.

8. The Developer agrees to comply with all laws, orders or regulations of the Federal, State, County and Local Government, or any of their respective subordinate agencies, departments or commissions which might apply to the performance of this Agreement or the construction of any improvements upon the property. Further, the Developer agrees to abide by any orders issued by duly constituted officials as may be deemed necessary to protect the public health, safety and welfare. Blasting and pile driving shall be prohibited on weekends.

9. The Developer shall comply with the reasonable requests of the Mayor and Council and shall take whatever steps are necessary to insure that the construction of this development project will not unreasonably interfere with the adjoining property owners. This may include the limitation of use of certain municipal streets and regulations of the hours other streets may be used for construction vehicles and equipment. In addition, the Developer shall submit a construction schedule to the Building Department outlining the various phases of construction so that the Borough may coordinate the use of municipal streets so as not to unreasonably interfere with the use by Borough residents. The Developer shall notify the Borough at least 48 hours in advance and shall pay all reasonable related costs incurred by the Borough concerning the use and supervision of said streets. In addition, should Old River Road be damaged as a consequence of the construction or work undertaken shall be made by the Borough Engineer, then, in such event, Old River Road shall be restored to such condition as existed prior to the commencement of construction. The restoration shall be subject to the approval of the Borough Engineer and shall be completed prior to the issuance of any Certificate of Occupancy.

10. The Developer agrees to furnish a properly executed document, subject to the approval of the attorney for the Planning Board or Borough Attorney indicating its authority to execute this Agreement and all other agreements with the Borough of Edgewater.

11. The Developer understands and agrees that no permanent Certificate of Occupancy shall be issued for any building or facility constructed until all improvements which

would affect that particular building, facility, unit or phase have been substantially completed in accordance with the approved plans, and in compliance with all applicable codes and regulations as inspected by Borough Officials having jurisdiction. The Developer shall have the right to phase the construction. The Borough agrees to cooperate in this endeavor.

Nothing contained herein shall preclude the appropriate Borough Official from issuing a temporary Certificate of Occupancy for various portions of the building or buildings or parts of the facility or individual units if in his reasonable opinion a temporary Certificate of occupancy is warranted and can be issued without adversely affecting the health, safety and welfare of the public and provided that all terms and conditions of approval have been complied with as set forth herein.

12. Developer, and their successors in interest, agree to provide for their own snow removal and full time internal security for the development project, with adequate lighting.

The Borough will provide Police and Fire protection for this project as it does for any other property within its jurisdiction. The Developer shall provide a detailed plan for solid waste disposal consistent with Borough Ordinance §158, et.seq.

13. In addition, the Developer shall obtain approval from the Fire Sub-Code official to ensure that the water pressure is adequate for fire fighting purposes at proper volume and pressure to all floors and appropriate locations of the site.

In the event the Edgewater Sub-Code Official determines that additional fire hydrants or pumps are required for such purpose, the Developer, at his own expense, shall install the additional hydrants and pumps subject to the approval of the Sub-Code Official.

14. This Agreement is specifically conditioned upon the Developer having obtained Site Plan Approval from the Bergen County Planning Board and having complied with all material conditions of such approval. The Developer shall submit proof as a condition of this Agreement, that Site Plan Approval has been obtained from the Bergen County Planning Board in the form of a Joint Report and Resolution. In the event the Bergen County Planning Board requires a material modification to the Site Plan, which has been approved by the Borough Planning Board, the Developer must submit the modified plans to the Borough Planning Board for final approval.

15. The Developer shall submit a Soil Erosion and Sediment Control Plan, which must be certified by the Bergen County Soil Conservation District. The Developer shall further comply with all other applicable of the Soil Erosion and Sediment Control Act. The Building Department shall receive a copy of same.

16. During the Construction of this project, the Developer shall maintain the construction site in a safe condition and shall take appropriate measure to insure the safety, health and welfare of the residents of the Borough of Edgewater. Furthermore, the Developer agrees to provide for the proper maintenance of all streets situated within the Borough, upon which it travels on a daily basis, to insure that they are clean from dirt and debris which may accumulate from the excavation and construction of this development site.

17. The Developer shall also pay, a pro rata share of the cost for revisions that must be made to the official tax assessment map of the Borough of Edgewater as a result of this development project. The above cost has been established at \$500.00.

18. The Developer shall submit to the Borough for filing and information purposes, all other final approvals required from any other Federal, State or Local Agency.

19. The Developer agrees to contribute a monetary sum in the amount of \$56,000, which amount shall represent a financial contribution for the cost of constructing the needed improvements necessitated by this project to the sewer Pumping Station # 3. These obligations are to be set forth in a separate agreement between the Edgewater Municipal Utility Authority (EMUA) and the Developer. In addition, the Developer shall be responsible for the payment in the amount of \$756,000 for sewer connections to the sewerage system of the Borough of Edgewater in accordance with Chapter 212 of the Borough Code and regulations promulgated by the Edgewater Municipal Utilities Authority. The Borough acknowledges receipt of said sum from the developer. The EMUA has reviewed and approved the proposed sewer connections and discharges into the sewer system prior to the issuance of a building permit.

20. The Developer had prepared and submitted as part of its site plan application a lighting plan, which shall conform to the standards of the American Lighting Institute and also a landscaping plan. Both plans have been approved by the Planning Board and shall be submitted to the Municipal Engineer for informational and inspection purposes.

21. The building plans shall reflect the requirements of the Edgewater Planning Board as contained in Resolution No. 8-25-97-2, and as amended which includes corrections and details for the following:

- (A) Design and details for all improvements
- (B) Parking facilities
- (C) Soil movement procedures
- (D) Traffic islands, signage, pavement marking
- (E) Driveway and curbs
- (F) Landscaping and lighting plans
- (G) Sidewalks

22. The Developer, and its successors in interest, shall provide unified maintenance of all improvements and facilities shown on this Site Plan.

23. Information on subsurface soils, and an foundation design, shall be submitted to the Construction Official for approval.

24. During construction, the Developer shall comply with all Ordinances and regulations of the Borough, particularly those insuring peace and quiet for the community.

25. The Developer will submit plans for individual signage for approval by the Construction Code Official or the applicable land use agency.

26. The Borough has the right to declare the Developer in default under this Agreement in any one of the following eventualities:

- (A) Developer becomes insolvent;
- (B) Developer makes an assignment for the benefit of creditors;
- (C) A voluntary petition in Bankruptcy is filed by the Developer;
- (D) An involuntary petition in Bankruptcy is filed against the Developer and Developer is adjudicated Bankrupt;
- (E) A receiver or receivers are appointed to take charge of the property of Developer and such receiver or receivers are not discharged within ninety days;
- (F) The Developer abandons the construction of the improvement for a period of six (6) months, unless such abandonment is caused by any of the delay items set forth in this Agreement or beyond the control of the developer (Force Majeure).
- (G) The Developer fails to complete all of the above described improvements within two (2) years from the issuance of the full building permit unless such delay is caused by acts of God, strikes or other events beyond the Developer's control, then in that event, the time period shall be extended during the pendency of such events. Any such extension of time shall require an appropriate application by Developer and approval by the Planning Board consistent with statutory requirements.

In the event default is declared by the Borough, the Borough may direct the Construction Code Official in writing and upon written notice to the Developer to place a stop notice on the construction site of the effected site. Further, the Borough may undertake to complete those improvements which are necessary to insure the health and safety of the Borough's residents, or to restore the site, under the terms of the Performance Guarantees.

27. In the event litigation arises from the construction undertaken pursuant to this Agreement on this site and the Borough is made a party defendant to any lawsuit instituted and it becomes necessary for the Borough to defend such suit, the Developer agrees to indemnify and hold the Borough harmless from and against any claims, judgments or liability hereunder, unless such litigation is between the Developer and the Borough arising out of this Agreement concerning the failure of the Developer to perform its obligations under this Agreement.

The Developer, or its successors in interest shall defend any such litigation on behalf of the Borough, at the Developer's expense and employing counsel satisfactory to the Borough. Notwithstanding the foregoing, the Borough shall be responsible for its own acts or failures to act. In addition, the Developer hereby waives all claims against the Borough for damages or injuries to persons or property arising out or asserted to have arisen from this construction project unless such claim is due to the negligence of the Borough, its agents, servants or employees.

28. Both parties hereto have entered into this Agreement in good faith in the interest of a good development being constructed in the Borough of Edgewater. If any provisions of this

Agreement shall be declared invalid or illegal, such provisions shall be deemed deleted and the remaining terms and provisions of the within Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

29. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

30. This Agreement shall bind and inure to the benefit of the Borough and the Developer, and their successors and assigns.

31. This Agreement is subject to final approval of the New Jersey Department of Environmental Protection, including issuance of the following permits as required by law:

(A) Sanitary Sewer Extension Permit - TWA - EMUA

32. In addition, this Agreement is subject to final approval of the Bergen County Planning Board, the Bergen County Soil Conservation District, and all other Federal, State or Local agencies having jurisdiction.

33. All construction shall be in compliance with the BOCA Code and all other Ordinances of the Borough of Edgewater except as provided herein.

34. The Developer shall comply with the landscaping, lighting and pedestrian circulation recommendations set forth in the report of Burgis Associates, Inc. dated July 31, 1997 and also comply with all recommendations set forth in the Engineer review letter by

Borough Engineer, Lawrence Palmer, P.E. of Schoor, DePalma Group, dated July 2, 1997 as they may have been accepted in whole or in part by the Edgewater Planning Board.

35. Prior to the disturbance of any soil on the site unrelated to general construction, the Developer shall furnish an excavating and filling plan to the municipality, which plan will be designated so that the project will not adversely affect adjoining property owners. Such plan shall be approved by appropriate municipal officials, to wit; either the Borough Engineer or Construction Code Official as the municipality may designate.

36. The Developer shall provide at the option of the Borough space within the construction trailer on the construction site for the use by the Construction Code Official equipped with a telephone in order to facilitate inspections.

37. The Developer shall comply with the requirements of the New Jersey Mandatory Statewide Source Separation and Recycling Act. Prior to the issuance of any permanent Certificate of Occupancy, the Developer shall provide for the collection, disposition and recycling of designated recyclable materials. This shall be subject to and conditional upon the reasonable approval of the Construction Code Official.

38. The Developer shall provide a copy of the Partnership Agreement or Operating Agreement of Edgewater Residential Communities, LLC, III to the Borough prior to the issuance of a building permit.

39. The Developer shall post a Performance Bond or an Irrevocable Letter of Credit in an amount established by the Borough Engineer at its own cost and expense, to cover the cost of installation of all on-site improvements, in accordance with N.J.S.A. 40:55D-53 et. seq. The Performance Bond or letter of credit is to insure that any of the following work that is undertaken shall be completed in accordance with the plans submitted to the Planning Board and to insure proper facilities, including but not limited to on-site storm drainage system, sanitary sewer system and landscaping are constructed on the site, and shall be issued by a bonding or financial institution authorized to issue such bonds or letters of credit.

40. The Developer shall place an amount in escrow (to be determined by the Borough Engineer) prior to the issuance of a permanent Certificate of Occupancy for the construction of sidewalks on River Road. The sidewalks shall be constructed by the Developer if the Planning Board decides within 24 months of approval that they are necessary. The Board's decision shall be based upon the recommendation of the Borough Engineer and Borough Planner. The Developer may post the escrow in the form of a Letter of Credit or a Bond. In the event that it is determined that said escrow will not be used for the construction of sidewalks for this project, then the Developer has agreed that the escrow shall go into a general sidewalk fund for the construction of sidewalks in the general vicinity of the project Borough of Edgewater and subject to the enactment of an appropriate Ordinance by Borough Council.

41. An escrow for inspection and legal fees shall be deposited with the Borough, subject to increase to the maximum amounts permissible by Ordinance, if required, to meet project demands. To the extent Bergen County requires similar bonding or performance

guarantees, the Developer shall not be required to duplicate same, provided the Borough and County are named jointly therein.

42. The Developer has submitted a revised plan concerning the final landscaping of the site, which shall be upgraded to provide more shading and landscaping as recommended by the Borough Planner.

43. The Developer agrees to make application to the Edgewater Municipal Utilities Authority and to the Department of Environmental Protection for sewer hookups and shall pay all fees and costs associated therewith and into any appropriate agreements.

44. The location of the garbage and recyclable collection units on the site shall be approved by the Planning Board. Any change in location shall require review and approval of the Planning Board.

45. The Developer has filed a minor subdivision application in connection with Lot 1.01, Block 91.01 as shown on the site plan which subdivision has been approved by the Planning Board of the Borough of Edgewater.

46. The Developer shall file a petition with the appropriate agency, if necessary to vacate the cul-de-sac turnaround right-of-way located at the common property line of Lot 1.01, Block 91.02 and Lot 1.01, Block 91.01 and Old River Road.

47. An easement shall be dedicated on Lot 1.01, Block 91.01 for the Developer to construct a connector road between New and Old River Road to replace the cul-de-sac turnaround which shall be vacated by the Borough Council. The new connector road is to be constructed as a two-way drive which shall become a part of a future parking lot. The proposed drive shall also be available for use by the public to provide access from southbound Old River Road to River Road. Notwithstanding such access, the Borough shall be under no obligation to maintain such drive, which shall be deemed a private accessway or private drive and not a public or municipal street.

48. The proposed 24 foot wide connector road shall be designed and constructed to Borough standards and shall be approved by the Borough Engineer. Construction of the connector road shall be incorporated into the site improvements of the residential community and shall be completed prior to the issuance of a permanent certificate of occupancy. This connector road shall be a private road and not a municipal or public street.

49. The site plan shall be revised to include the design of the connector road.

50. The first half taxes based on the land assessment for the 1998 tax year shall be required to be paid prior to the issuance of a building permit.

51. The Developer has represented that this proposed development project will contain a minimum of 20% of the total number of units for low and moderate income housing pursuant to the requirements of the New Jersey Housing Mortgage Finance Agency (NJHMFA). Therefore, the Developer is exempt from paying a mandatory development fee pursuant to ordinance §249-84. In the event that the Developer fails to provide a minimum of 10% of the

total housing units for low and moderate income housing. then the Developer shall be obligated to pay the development fee pursuant to Borough Ordinance §249-84.

52. Developer shall provide ambulance service on a twenty-four (24) hour, seven (7) day per week basis to residents of the development. In addition, Developer is required to provide bus service to residents of the development.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed and their proper corporate seals to be affixed the day and year first above written.

**ATTEST:**

*Henry G. Wells*

**ATTEST:**

*Regina A. Caputo*

**BOROUGH OF EDGEWATER**

BY:

*Bryan C. ...*

**EDGEWATER RESIDENTIAL  
COMMUNITIES, LLC III**

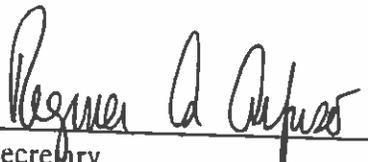
BY:

*[Signature]*

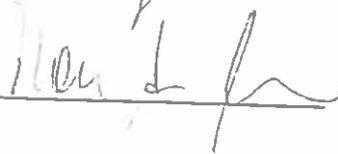


STATE OF NEW JERSEY )  
 )SS.  
COUNTY OF BERGEN )

BE IT REMEMBERED that on this 22nd day of MAY, 1998, before me the subscriber, REGINA A. ARAZ of the State of New Jersey, personally appeared who being by me duly sworn, did depose and make proof to my satisfaction that he/she is Secretary of EDGEWATER RESIDENTIAL COMMUNITIES, LLC III, the Corporation named in the within instrument; that FRED A. DAIBES is the President of said Corporation; that the execution, as well as the making of this instrument has been duly authorized by a proper Resolution of the Board of Directors of said corporation; and that the seal affixed to said instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

  
Secretary

Sworn and subscribed to  
before me this 22 day  
of May, 1998.



NORMA A. PASCUAL  
Notary Public of New Jersey  
My Commission Expires Sept 14, 2002



WATERFORD TOWERS

Borough of Edgewater  
916 River Road  
Edgewater NJ 07020  
201-943-1700

# CERTIFICATE

Block: 92.01 Lot: 1.01  
Qualification Code:

IDENTIFICATION

Date Issued: 09/11/2001  
Control #: 2344  
Permit #: 19980255

Work Site Location: 190 Old River Road  
Edgewater, N.J. 07020

Home Warranty No:  
Type of Warranty Plan: [ ] State [ ] Private  
Use Group: R-2

Owner in Fee: EDGEWATER RESD COMM LLC III  
Address: 725 RIVERR ROAD  
EDGEWATER NJ 07020

Maximum Live Load:  
Construction Classification:  
Maximum Occupancy Load:

Telephone: 201 840-0050

Certificate Exp Date:

Agent/Contractor: ASSAD DAIBES AND SONS, INC.  
Address: 1000 PORTSIDE DRIVE  
EDGEWATER NJ 07020

Description of Work/Use:

Construction of Congregate Care Facility  
Waterford Towers Center Link

Telephone: 201 840-0050

Lic. No./Bldr. Reg. No.: 09/116 Federal Emp. No.: 2-22442715

Social Security No.:

## [ X ] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## [ ] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on a written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

## [ ] CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

[ ] Total removal of lead-based paint hazards in scope of work  
[ ] Partial or limited time period (\_\_\_\_ years); see file

## [ ] CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## [ ] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_ or will be subject to fine or order to vacate:

## [ ] CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until:

John Gardelino Construction Official

U.C.C. 260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees \$18,900.00

Paid/ X Check No. 1199

Collected by: MW

THE PLANNING BOARD OF THE BOROUGH OF EDGEWATER

RE: EDGEWATER RESIDENTIAL COMMUNITIES, L.L.C. III

PRELIMINARY AND FINAL SITE PLAN APPROVAL  
FOR CONGREGATE CARE FACILITY WITH AMENITIES

RESOLUTION NO. 8-25-97-2

MADE BY: LOIS FEIN

SECONDED BY: KEVIN O'CONNOR

THAT THE FOLLOWING RESOLUTION BE ADOPTED:

WHEREAS, an application was filed by EDGEWATER RESIDENTIAL COMMUNITIES, L.L.C. III with the Planning Board of the Borough of Edgewater seeking Preliminary and Final Site Plan Approval for a Residential Dwelling Development with amenities including a restaurant, fitness and recreational facilities, cultural facilities, meeting facility, library and medical facility. The applicant seeks approval to construct the aforementioned residential community, comprised of +/- 54,118.50 square feet (at street level), fourteen stories (+/- 150 feet) high on a portion of Lot 1.01, Block 91.01 and Lot 1.01 in Block 92.01 as shown on the tax assessment map of the Borough of Edgewater; and

WHEREAS, said parcel consists of approximately 6.24 acres and is located in the PD-IIA Planned Development District. The proposed development is on a portion of the 6.24 acres as shown on the Boswell site plan. The property is located on the island parcel between the Old River Road, New River Road and Gorge Road intersection; and

WHEREAS, the applicant has presented to the Planning Board a site plan and various other exhibits and reports, all of which are part of the applicant's proofs and are incorporated in this Resolution; and

WHEREAS, after careful consideration of all the information, testimony, exhibits, reports presented to the Edgewater Planning Board, this Board makes the following factual findings:

1. The Planning Board of the Borough of Edgewater did hear the formal application of EDGEWATER RESIDENTIAL COMMUNITIES, L.L.C. III RESIDENTIAL FACILITY PROJECT, requesting preliminary and final site plan approval under N.J.S.A. 40:55D-37 of the Municipal Land Use Law. Meetings were held on July 7, 1997 and July 28, 1997, at which time, the Board heard all the comments to this project presented by the public, the applicant and its witnesses and experts. The applicant during the hearing was represented by James D. Demetrakis, Esq.

2. All property owners within two hundred feet (200') of this development site were notified pursuant to N.J.S.A. 40:55D-12 of the request for preliminary and final site plan approval, and the Affidavit of Mailing, Proof of Publication, green return receipt cards, and the list of Property Owners within two hundred feet (200') were marked into evidence.

3. The applicant submitted the following development plans for consideration by this Board:

a. Four (4) sheets prepared by Boswell Engineering, dated June 12, 1997, constituting the applicant's site plan, landscape/lighting plan and grading/drainage plan;

b. Four (4) artist's renderings prepared by Stephen B. Jacobs, A.I.A., depicting the proposed residential housing facility with amenities.

4. The proposed development plan provides for the development of 3.5 acres of land within the 6.24 site with a 14 store, +/- 54,118.,50 square foot (at street level) residential facility with amenities.

5. The applicant requests variances from the land use ordinance of the Borough of Edgewater in connection with this application as set forth in the various reports in evidence and made part of the

application and hearings without limitation the following variances and waivers, including front yard setback, side of buffers, maximum lot area, minimum set back from interior driveways and allowance for compact cars, number of loading docks and areas, and location of parking stalls.

6. The Board heard the testimony of Stephen B. Jacobs, A.I.A., P.P. of New York, New York. Mr. Jacobs testified as to the overall use and design of the proposed residential facility and also addressed the following:

a. ancillary uses of the facilities proposed for inclusion in the residential facility, such as medical facilities, the restaurant, recreation and fitness facilities, meeting facilities and library and other ancillary and related facilities;

b. traffic circulation; and

c. on-site parking.

7. The Board also heard the testimony of Margita Batistic, P.E., of Boswell Engineering, South Hackensack, New Jersey. Ms. Batistic described the overall engineering design of the proposed site plan, including the following:

a. the preservation of view corridors of the surrounding communities;

b. the proposed drainage design for the site in question;

c. traffic impacts;

d. on-site parking;

e. lighting;

f. landscaping; and

g. compliance with the land use ordinances of the Borough of Edgewater.

8. Charles Ciolino, a financier employed by Greystone Limited of

New York, New York, also testified in support of the residential facility project. Mr. Ciolino testified as to the types of services to be offered at the proposed facility, the demographic profile of the tenants of similar facilities, and initiative to finance a portion of the costs of the project through the United States Department of Housing and Urban Development, and the New Jersey Housing and Mortgage Finance Agency.

9. The Board also reviewed the reports of its professional planner, Burgis Associates, Inc., Community Planning and Development Consultants and Larry Palmer, P.E., Borough Engineer of the Schoor, DePalma Group. These reports reviewed the proposed use of and construction on the site, and recommend certain amendments discussed herein.

10. After hearing the testimony of the witnesses and upon further discussion by the Board, the Board determined that it would consider granting preliminary and final site plan approval as requested by the applicant, subject to certain conditions identified by the Board;

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Borough of Edgewater that the application of EDGEWATER RESIDENTIAL COMMUNITIES, L.L.C. III for preliminary and final site plan approval for a residential facility with amenities for which the applicant has applied is approved. This decision is based upon the evidence placed upon the record, including the testimony, plans and documentary evidence given and introduced during the hearings, and upon the findings and determinations of the Planning Board which are as follows:

a. The Planning Board specifically finds that Preliminary and Final Site Plan Approval can be granted pursuant to the statutory authority set forth in N.J.S.A. 40:55D-27. The recitals previously set

forth herein in this Resolution are hereby incorporated as findings of facts by the Planning Board.

b. The Planning Board finds that in granting preliminary and final site plan approval, the project, as proposed, would be in conformity with the Zoning Ordinance and with the Borough Master Plan, as well as constitute an inherently beneficial use to the Borough of Edgewater and the region as a whole.

It will also allow for both physical and visual access to the Hudson River and will also satisfy the limited parking needs of the residents and visitors to the facility. It will also allow for safe vehicular and pedestrian egress and ingress, and would provide desirable aesthetics and visually pleasing environment for the shadyside neighborhood area and the community and region as a whole, and would replace an unattractive site which is detrimental to the neighborhood in its undeveloped state with an attractive development.

c. The Planning Board finds that the storm and sanitary systems will be adequate for this project.

d. The Planning Board finds that the testimony of the applicant's experts was credible, and the Board finds that the application and plans satisfy and meet all of the requirements and criteria set forth in the Zoning Ordinance and Site Plan Ordinance of the Borough of Edgewater, as well as applicable case law of New Jersey, except as set forth herein.

e. The Planning Board finds that the applicant has submitted sufficient and substantial proof for the granting of Preliminary and Final Site Plan Approval, for the proposed residential facility with amenities, which grant and approval would be consistent with the purposes of the local zoning plan and Master Plan and permit development of the land more in conformity with community zoning objectives. This plan,

although separated by New River Road, takes advantage of the Hudson River by providing visual access to the riverfront.

f. The Board also find that this project is consistent with the Master Plan's goals and objectives for the re-alignment of River Road and the Gorge Road intersection and the use of Connector Road and the other roads, driveways and access lanes for vehicular traffic to and from this site. These improvements are necessary for safe and efficient transportation and also to accommodate future growth of the general area and the balance of the overall 6.24 acre site.

**THEREFORE, PRELIMINARY AND FINAL SITE PLAN APPROVAL** is hereby GRANTED for the proposed residential facility with amenities described herein. All approvals set forth herein are subject to the following terms and conditions:

1. All construction shall be in compliance with the BOCA Code, applicable Ordinances of the Borough of Edgewater and applicable regulations of administrative agencies and laws of the State of New Jersey.

2. The applicant shall construct this development project in accordance with the plans as presented to the Planning Board, which plans were marked in to evidence. The final design, details and construction of this project shall be subject to, and in accordance with, the approval of the Municipal Engineer, particularly as to pavement, excavation, sewer connections, and drainage facilities and roadways on the applicant's property.

3. The applicant shall comply with all of the requirements of the Soil Erosion and Sediment Control Act. The applicant shall further submit a report of compliance to the Borough of Edgewater before a final Certificate of Occupancy will be issued.

4. During the construction of this project, the applicant shall maintain the construction site in a safe condition, and shall take appropriate measures to insure the safety, health and welfare of the public. Furthermore, the applicant shall provide for the proper maintenance of the municipal streets on a daily basis to insure that they are clean from dirt and debris which may accumulate from any excavation and construction on this site.

5. The applicant shall post a Performance Bond or an Irrevocable Letter of Credit in an amount established by the Borough Engineer at its own cost and expense, to cover the cost of installation of all on-site improvements, in accordance with N.J.S.A. 40:55D-53 et. seq. The Performance Bond or letter of credit is to insure that any of the following work that is undertaken shall be completed in accordance with the plans submitted to the Planning Board and to insure proper facilities, including but not limited to on-site storm drainage system, sanitary sewer system and landscaping are constructed on the site, and shall be issued by a bonding or financial institution authorized to issue such bonds or letters of credit.

6. The applicant shall place an amount in escrow (to be determined by the Borough Engineer) for the construction of sidewalks on River Road. The sidewalks shall be constructed by the applicant if the Planning Board decides within 24 months of approval that they are necessary. The Board's decision shall be based upon the recommendation of the Borough Engineer and Borough Planner. The applicant may post the escrow in the form of a Letter of Credit or a Bond. In the event that it is determined that said escrow will not be used for the construction of sidewalks for this project, then the applicant has agreed that the escrow shall go into a general sidewalk fund for the construction of

sidewalks in the Borough of Edgewater, subject to the enactment of an appropriate Ordinance by Borough Council.

7. An escrow for inspection and legal fees shall be deposited with the Borough, as established by the Borough Engineer, subject to increase to the maximum amounts permissible by Ordinance, if required, to meet project demands. To the extent Bergen County requires similar bonding or performance guarantees, the applicant shall not be required to duplicate same, provided the Borough and County are named jointly therein.

8. The applicant shall submit a revised plan concerning the final landscaping of the site, which shall be upgraded to provide more shading and landscaping as recommended by the Borough Planner. The applicant agreed that Margita Batistic will meet within 30 days from the date of memorialization of the approving resolution with the landscape architect for Burgis Associates. They will discuss the upgrading of the landscaping plan. Within 30 days from that meeting, the applicant shall forward a revised, upgraded landscaping plan to Burgis Associates for their review and approval.

9. The applicant's Lighting Plan shall be amended to incorporate the mounting detail recommended by the Borough Planner.

10. The applicant agrees to make application to the Edgewater Municipal Utilities Authority and to the Department of Environmental Protection for sewer hookups and shall pay all fees and costs associated therewith and into any appropriate agreements.

11. The location of the garbage and recyclable collection units on the site shall be approved by the Planning Board.

12. Miscellaneous Conditions.

a. The applicant shall provide the parking lot pavement

details to the Borough Engineer for approval.

b. A minor subdivision application shall be filed to subdivide a portion of Lot 1.01, Block 91.01 as shown on the site plan.

c. A petition shall be filed with the appropriate agency if necessary, to vacate the cul-de-sac turnaround right-of-way located at the common property line of Lot 1.01, Block 91.02 and Lot 1.01, Block 91.01 and Old River Road.

d. An easement shall be dedicated on Lot 1.01, Block 91.01 for the Developer to construct a connector road between New and Old River Road to replace the cul-de-sac turnaround which may be vacated by the Borough Council. The new connector road is to be constructed as a two-way drive which may become a part of a future parking lot. The proposed drive shall be available for use by the public to provide access from southbound old River Road to River Road.

e. The proposed 24 foot wide connector road shall be designed and constructed to Borough standards and shall be approved by the Borough Engineer. Construction of the connector road shall be incorporated into the site improvements of the residential community and shall be completed prior to the issuance of a certificate of occupancy.

f. The site plan shall be revised to include the design of the connector road.

13. The applicant shall maintain liability insurance, during the construction of this project, for personal injury in the amount

of One Million Dollars (\$1,000,000.00), and property damage in the amount of Three Hundred Thousand Dollars (\$300,000.00) , together with the necessary workmen's compensation insurance. The Borough of Edgewater and its officials shall be named as insured under this policy.

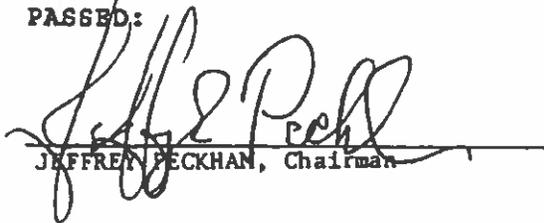
14. The application is subject to the approval of the Bergen, County Planning Board. The applicant shall resubmit the site plan to the Edgewater Planning Board if any modifications to the plans are required by the County Planning Board.

15. The applicant shall not make any changes to the design of the proposed building, no matter how minor they may be, without approval of the Planning Board.

16. The applicant shall comply with all conditions and requirements that were set forth in the review letters of the municipal engineer and municipal planner which are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Borough of Edgewater the application of EDGEWATER RESIDENTIAL COMMUNITIES, L.L.C. III for preliminary and final site plan approval pursuant to N.J.S.A. 40:55D-37 as set forth in the applicant's application are hereby GRANTED subject to the terms and conditions set forth herein.

PASSED:

  
JEFFREY PECKHAN, Chairman

ATTESTED:

  
ANNAMARIE O'CONNOR, Secretary

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
DIVISION OF PROPERTY MANAGEMENT

**AFFIRMATIVE MARKETING CERTIFICATION**

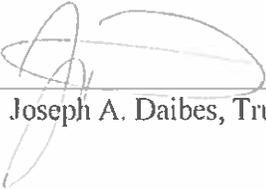
In conjunction with the participation by the undersigned in the development financed by New Jersey Housing and Mortgage Finance Agency (the "Agency") identified as HMFA #2840, the undersigned understands and agrees to the following clause: There shall be no discrimination against any resident in the afore-mentioned development or against any applicant for such housing, because of race, color, religion, sex or national origin.

The undersigned further agrees to the following:

1. The development, to the greatest extent possible, will be economically and racially integrated.
2. Affirmative marketing will be conducted according to the Affirmative Fair Housing Marketing Plan as approved by the Agency.
3. Resident selection will be conducted according to the resident selection plan approved by the Agency and outlined in the Property Management Guidelines.

Accepted this 3 day of November, 2016

Managing Agent: 774 River Road Associates, LLC  
(By: Anthony J Daibes 2007 Trust,  
its Managing Member)

  
By: Joseph A. Daibes, Trustee

Revised 8/26/2014

Record and Return to:  
Aida Luz Silva, Paralegal  
New Jersey Housing and Mortgage Finance Agency  
637 South Clinton Avenue  
P.O. Box 18550  
Trenton, New Jersey 08650-2085

**Winterburn Gardens  
HMFA#2840**

**CDBG LOAN AGREEMENT AND DEED RESTRICTION**

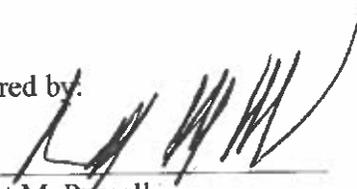
**between**

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**and**

**774 RIVER ROAD ASSOCIATES, LLC**

Prepared by:

  
\_\_\_\_\_  
Robert M. Purcell  
Deputy Attorney General

Construction and Permanent Financing  
CDBG/FRM Program

**CDBG LOAN AGREEMENT AND DEED RESTRICTION**

**BETWEEN**

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**AND**

**774 RIVER ROAD ASSOCIATES, LLC**

THIS CDBG LOAN AGREEMENT AND DEED RESTRICTION (the "Loan Agreement") is hereby made on the 12<sup>th</sup> day of May 2015, by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency") and **774 RIVER ROAD ASSOCIATES, LLC**, having its offices located at 1000 Portside Drive, Edgewater, NJ 07020 (hereinafter the "Sponsor" or "Borrower;" the Agency and the Sponsor are, collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, in the aftermath of Superstorm Sandy, the United States Congress enacted the Disaster Relief Appropriations Act of 2013 (Public Law 113-2, approved January 29, 2013 (the "Act") to aid in the recovery of the State of New Jersey (the "State"); and

**WHEREAS**, on April 29, 2013, the Department of Housing and Urban Development ("HUD") approved the Action Plan of the State (the "Action Plan"), which demonstrated how the State intended to expend the disaster relief funds; and

**WHEREAS**, the New Jersey Department of Community Affairs ("DCA") received a grant of CDBG funds provided by HUD pursuant to the Act and DCA allocated a portion of such funds to the Agency; and

**WHEREAS**, on June 2013, the DCA and Agency executed a Subrecipient Agreement in respect to the implementation and administration of the Community Development Block Grant ("CDBG") program; and

**WHEREAS**, consistent with the Action Plan, the Agency created the Fund for Restoration of Multi-Family Housing, and the Sandy Special Needs Housing Assistance Fund ("CDBG-DR Programs"); and

**WHEREAS**, the Agency approved, at its board meeting on April 25, 2013, the CDBG-DR Programs' guidelines, as subsequently amended (collectively the "Guidelines"); and

**WHEREAS**, the Borrower seeks to construct 21 rental units and related facilities for a project commonly known as Winterburn Gardens, NJHMFA # 2840 (the "Project") and has requested construction and permanent financing from the Agency, which will be administered by the Agency; and

**WHEREAS**, the Borrower has met the eligibility requirements of the CDBG-DR Programs, in accordance with the requirements of the Guidelines; and

**WHEREAS**, contemporaneously herewith Borrower has executed a Note, Mortgage and other loan documents evidencing a CDBG loan from the Agency (hereinafter referred to as the "CDBG Loan"); and

**WHEREAS**, to evidence its understanding of the terms and conditions of the CDBG Loan and the CDBG Program requirements the Sponsor shall execute this Loan Agreement, a Mortgage and a Note in favor of the Agency that describe the terms and conditions of the CDBG Loan; and

**WHEREAS**, in consideration of the receipt of the CDBG financing, the Sponsor understands that the Project will be subject to tenant affordability restrictions and Agency oversight;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the Parties do hereby covenant and agree each with the other as follows:

1. **Applicable Law:** This Loan Agreement shall be governed by and construed in accordance with the Disaster Relief Appropriations Act, 2013, Public Law 113-2 and any Treasury, HUD or DCA regulations, guidelines and applicable notices and bulletins thereto (the "Act") and the laws and regulations of the State of New Jersey including, but not limited to, the New Jersey Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. (the "Fair Housing Act"), New Jersey Administrative Code, and the CDBG Guidelines (the "Guidelines" or "CDBG Guidelines"), all as may be amended and supplemented from time to time. Collectively these authorities are the "Applicable Law." To the extent possible, these authorities shall be construed in such a manner as to complement one another and not conflict. However, in the event of a conflict, the most restrictive authority shall prevail.
2. **Superiority:** Should any of the terms and conditions of this Loan Agreement conflict with those of the Mortgage and/or the Note, the provisions of this Loan Agreement shall prevail, except with respect to the CDBG Loan Agreement Addendum attached hereto (the "CDBG Addendum," which shall prevail over this Loan Agreement in the event of direct conflict.
3. **Amendments:** The parties agree to make no changes, amendments and/or to seek suspension or termination of this Loan Agreement without the prior written approval of the Agency.
4. **Proceeds:** Proceeds from the CDBG Loan shall be paid to the Sponsor at such times and in such manner as such funds are advanced by the Agency in accordance with payment procedures outlined in this Loan Agreement.

5. **Definitions:** Capitalized terms used herein shall have the following meanings:

"**Act**" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, as amended from time to time, and the regulations, guidelines and notices promulgated by HUD thereunder.

"**Affordable**" means the rents for units at the Project complies with the requirements of the New Jersey Fair Housing Act of 1985, N.J.S.A. 52:27D-301, and the regulations promulgated thereunder, including but not limited to the standards set forth in N.J.A.C. 5:80-26.12.

"**Agency**" means the New Jersey Housing and Mortgage Finance Agency or its authorized officer or representative.

"**Agency Financing**" means the construction and/or permanent mortgage loan(s) authorized by the Agency Board of Trustees for the Project.

"**Architect**" means the Architect of Record as designated by the Construction Contract.

"**Borrower**" means 774 River Road Associates, LLC, a New Jersey limited liability company.

"**Code**" means the Internal Revenue Service Code of 1986, as it may, from time to time, be amended.

"**Commissioner**" means the Commissioner of the DCA.

"**Construction Completion Date**" means the date specified for completion of all stages of the work under the Construction Contract, which is **November 12, 2016**, unless otherwise modified pursuant to the terms of the Construction Contract.

"**Construction Contract**" means the contract between the Borrower and the Contractor, for the construction /rehabilitation of the Project.

"**Construction Lender**" means SRI Realty Corp. in its role as Lender of \$ 2,888,810 to the Borrower for the acquisition, and/or construction/rehabilitation of the Project, which construction loan is secured by a first mortgage.

"**Construction Loan**" means the construction loan made to the Borrower by the Construction Lender to finance a portion of the cost of the acquisition and construction/rehabilitation of the Project as evidenced by a Note and secured by a Mortgage.

"**Construction Period**" means the time period prior to the issuance of a Certificate of Occupancy for all of the units constructed on the premises.

"**Contractor**" means Waterside Construction, LLC, a New Jersey limited liability company.

"**Day**" means calendar day unless otherwise indicated.

**"Draw Schedule"** means the schedule of all sources and uses of funding for the project to which this CDBG financing is provided.

**"Energy Star"** means the Agency's Energy Star program.

**"Event of Default"** means any of the events set forth in Section 24 of this Loan Agreement.

**"Land"** means the real property of the Project, described in Schedule "A" attached hereto.

**"Loan Documents"** means this Loan Agreement, the Mortgage, the Note and any other documents executed by Borrower related to the CDBG Loan.

**"Mortgage"** means the CDBG Mortgage and Security Agreement that secures the CDBG Loan and the CDBG Note and the terms of which, by reference hereto, are incorporated herein.

**"Mortgaged Premises"** means the Project and the Land that secure the CDBG Loan and Note.

**"NJAG"** means New Jersey Affordable Green Homes program and its requirements, if applicable.

**"Note"** means the interest-bearing, conditional, non-recourse promissory note that contains the promise of the Borrower to pay the sum of money stated therein at the times stated therein, evidences the obligation of the Borrower to repay the CDBG Loan, and the terms of which, by reference hereto, are incorporated herein.

**"Payment and Performance Bonds"** mean the bond or bonds securing the payment of the Contractor's obligations to subcontractors and workers relating to the construction of the Project and the performance of the Work pursuant to this Loan Agreement and the Construction Contract. This definition shall also include any letter of credit, maintenance or warranty bond or other form of performance guarantee acceptable to the Agency.

**"Placed in Service Date"** means the date that the first unit is made available to the public for occupancy.

**"Plans and Specifications"** means the plans and specifications for the Project submitted by the Architect.

**"Project"** means the real property as more specifically described in Schedule "A" attached hereto, and all improvements constructed thereon and personal property and fixtures located thereon pursuant to the Construction Contract.

**"Qualified Project Period"** means the period beginning on the first day on which 10 percent of the residential units in the Project are occupied and ending on the latest of--

- (i) the date which is 15 years after the date on which 50 percent of the residential units in the Project are occupied,

- (ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or
- (iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates, if applicable.

**"Recapture"** means the Project's loss of CDBG Funds not yet disbursed to it for failure to comply with the date that is two years from the date of closing expenditure requirement as set forth at Section 11 hereof.

**"Recapture Date"** means the specific date or dates by which all of the CDBG Funds must be expended pursuant to the Act. Any CDBG Funds not expended by the Recapture Date will be recaptured and no longer available for use by the Project and may result in rescission of all CDBG Funds previously disbursed to the Project. For this Project, all CDBG Funds must be expended by two years from the date of closing.

**"Rules and Guidelines"** includes all administrative rules, criteria, notices and program guidelines promulgated by the Agency to implement the CDBG Loan Program.

**"Specifications"** means the Project Specifications and all additions hereafter issued by the Architect as provided in the Loan Documents, together with such other addenda as may be agreed upon by the parties.

**"Subcontractor"** means those who directly contract with the Contractor to perform any part of the Work (as hereinafter defined), including those who furnish substantial on-site labor, or substantial on-site labor and materials, but shall not include anyone furnishing materials without furnishing on-site labor.

**"Tax Credits"** means low income housing tax credits that the Project may receive pursuant to the Code, if applicable.

**"Title Company"** means the New Jersey licensed title insurance firm that provides title insurance to the Agency for the CDBG Loan.

6. **The Act/Rules:** In addition to complying with any other laws, rules, regulations and other authorities that may be applicable to the performance of this Loan Agreement, the Sponsor shall comply with all applicable provisions of the Act, the Rules and Guidelines.
7. **Federal Low Income Housing Tax Credits:** In addition to complying with any other laws, rules and regulations that may be applicable to the performance of this Loan Agreement, the Sponsor shall comply with all applicable provisions of the statutes, regulations, rules, and other authorities governing federal low income housing tax credits ("Tax Credits"), including but not limited to, 26 U.S.C.A. § 42, 26 C.F.R. §§1.42-1 et seq., and N.J.A.C. 5:80-33.1 et seq.
8. **Agency Financing:** In addition to complying with any other laws, rules and regulations that may be applicable to the performance of this Loan Agreement, in the event the Project is receiving Agency Financing, the Sponsor shall comply with all applicable

provisions of all statutes, rules, guidelines, policies, procedures and other authorities governing and regulating such Agency construction and/or permanent financing, including, but not limited to, N.J.S.A. 55:14K-1 et seq., N.J.A.C. 5:80-1.1 et seq., and the Agency Multifamily Underwriting Guidelines as currently in effect.

9. **Affordable Units:** The Sponsor will acquire/construct/rehabilitate 21 units, of which the Sponsor agrees to rent 40% of the units at the Project to tenants whose income does not exceed eighty (60%) percent of the area's median income ("AMI") adjusted for family size as median income is defined by the United States Department of Housing and Urban Development, from time to time.
10. **Affordability Period; Advance Amortization Payments:** The Parties agree that this Project shall be primarily subject to the affordability restrictions governing and elected by the Sponsor with respect to any Tax Credits and Agency construction and/or permanent financing that this Project is receiving. Additionally, this Project shall be subject to the following affordability requirements:
  - a. The units funded by the CDBG Loan ("Project Units") shall remain affordable for a period of 30 years ("Affordability Period"). The Affordability Period shall commence at execution of this document.
  - b. Because the public purposes of the Agency include maximizing the period during which the residential units in the Project are available to persons of low and moderate income, any advance principal repayment shall not release the Borrower from any obligation incurred under the Note or under any agreement with the Agency that contains obligations that provide that a percentage of the units remain affordable to persons of low- and moderate-income for the Project's full Affordability Period. Such obligations shall remain whether or not Borrower has tendered to or deposited with the Agency an amount otherwise sufficient to pay the CDBG Loan, including interest accrued and payable, in full.
  - c. In addition, CDBG Loan requirements include the obligation of the Borrower to allocate 5% of units to be accessible for persons with mobility impairments, and an additional 2% of units to be accessible for persons with hearing and/or vision impairments.
11. **Timetable:** The timetable for this Project is as follows:

Financing closing date(s): May 12, 2015

Construction start date: May 12, 2015

Construction completion date: November 12, 2016

**THE PARTIES AGREE THAT TIME IS OF THE ESSENCE AND THAT ALL CDBG PROCEEDS MUST BE EXPENDED NO LATER THAN TWO YEARS FROM THE DATE OF CLOSING. THE BORROWER SHALL IMMEDIATELY NOTIFY THE AGENCY IN WRITING WITHIN TEN DAYS OF ANY EVENT AFFECTING THE PROJECT'S**

**IMPROVEMENTS COMPLETION, TIMETABLE, AND/OR FINANCING. FAILURE TO MEET THE ABOVE TIMETABLE MAY RESULT IN AN EVENT OF DEFAULT AS SET FORTH IN SECTION 24 HEREIN AND THE AGENCY'S EXERCISE OF ITS REMEDIES SET FORTH IN SECTION 25 OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, RECAPTURE OF ALL CDBG FUNDS COMMITTED TO THE PROJECT.**

- 12. Construction of Project and Determination of Actual Project Cost.** The Borrower covenants, warrants and agrees to diligently proceed with the construction/rehabilitation of the Project in accordance with the Plans and Specifications for the Project as approved by the Agency.

No substantial revision of the approved Plans and Specifications, which revision would either (a) affect the nature of the Project as described in Section 3 of the Mortgage, or (b) in the aggregate increase the cost of the Project as shown on the Project Development Budget, may be made without the prior express written consent of the Agency. Construction of the Project shall at all times be subject to the inspection, review and approval of the Agency or its duly authorized representatives. Any such inspection, review or approval of the Agency shall be solely for its benefit for the purpose of assuring that the programs and goals of the Agency and the CDBG Program are being fulfilled and shall not be construed as making the Agency a party to any contract to which it is not already in connection with the construction of the Project, nor shall it relieve the Borrower of any of its obligations under this Loan Agreement, the Mortgage or the Note.

Upon completion of the Project, the Borrower shall certify to the Agency or its designee, successor and/or assign the actual cost of the Project. This cost certification shall be performed by a Certified Public Accountant chosen by the Borrower and approved by the Agency. The cost certification must be independent as defined by the American Institute of Certified Public Accountants. The Borrower shall, promptly upon completion of the cost certification, forward it to the Agency, its designee, successor and/or assign. Costs associated with the preparation of the cost certification shall be borne by the Borrower.

- 13. Termination:** In the event of termination of this Loan Agreement and the other Loan Documents due to an Event of Default of the Sponsor, the Agency, at its sole discretion, may require part or all of the CDBG Loan funds advanced to be returned to the Agency within 90 days of the date of termination or as otherwise required by HUD; however, the Sponsor agrees that even in the event of such termination, all affordability restrictions created hereunder shall continue in full force and effect for the full Affordability Period as set forth in Section 10 hereof.

- 14. Use of Funds and Method of Payment:** Funds provided for under this Loan Agreement will be used only for the purposes described in the Agency form 10, or as otherwise approved by the Agency.

The following items must be submitted to the Agency to begin drawdowns:

- 1) Original, executed Note;
- 2) Copy of the executed Mortgage;
- 3) Copy of this executed Loan Agreement;
- 4) Proof from the Sponsor of all required insurances as outlined in this Loan Agreement, the Mortgage and the Note and as further required by the

- Agency and/or the Department;
- 5) Completed requisition AIA G702/G703 forms for CDBG funds, with continuation sheets, to be signed by the Architect of record unless otherwise approved by the Agency;
  - 6) Certification of compliance with the provisions of the CDBG Addendum.

Approved draws on CDBG Loan proceeds [and NJAG funds] under this Loan Agreement are to be paid by the Agency within fifteen (15) business days of the Agency's receipt of each requisition and shall be paid in accordance with the following process, or as may be otherwise authorized, in writing, by the Agency:

- 1) Draws should be made in accordance with the attached Draw Schedule, and in accordance with the Schedule of Values or Trade Payment Breakdowns, unless otherwise approved by the Agency.
- 2) For each draw, the Agency shall require a completed CDBG Form of Requisition, along with any back-up documentation, as required. Additionally, a copy of the CDBG Requisition Form shall be sent to the Construction Lender or Lead Lender simultaneously with the submission to the Agency. A copy of any requisition submitted to the Construction Lender or Lead Lender shall also be sent simultaneously to the Agency.
- 3) For each draw, the Agency shall request a construction rundown search from the Title Company retained on behalf of the Project. Upon notice from the Title Company that there are no encumbrances against the title except as may be expressly approved by the Agency and review of such rundown by the Agency, checks shall be issued to the designated vendors as authorized by the Sponsor, unless otherwise agreed upon, in writing, by the Agency and the Sponsor.
- 4) The Sponsor will submit to the Agency the final development cost audit and a certificate of occupancy for all of the units constructed/rehabilitated on the Mortgaged Premises, along with satisfying the Agency's document checklist requirements for final mortgage close-out.
- 5) Additionally, the following items are required to be submitted to the New Jersey Green Homes Office in connection with the NJAG program:
  - Job/Site meeting minutes to date;
  - Final Energy Star inspection reports;
  - Proof of Energy Star certification (Energy Star certificate);
  - Developer/Architect to submit a one-page narrative describing experiences and lessons learned as it relates to the green high performance features
  - Upon request, Sponsor to provide copies of invoices for NJAG funded materials or systems and copies of any certifications such as FSC or Smartwood chain of custody certificates;
  - New Jersey Green Homes Office Fuel Release form from each tenant household.

15. **Use of Insurance Proceeds:** The Sponsor covenants and agrees to cause the buildings on the Land and any improvements thereto and the fixtures and articles on the Land and any

improvements thereto and the fixtures and articles of personal property covered by the Mortgage to be insured against loss by fire and by such other hazards as may be required by the Agency or its successors and/or assigns for the benefit of the Agency, as approved by the Agency and in accordance with the current Agency insurance requirements. Such insurance shall be written by such companies, in such amounts and in forms as are satisfactory to the Agency. The Sponsor will assign and deliver the certificates of insurance along with the insurance policies to the Agency. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Agency. If the Agency shall not receive evidence satisfactory to it of the existence of effective insurance coverage as required by the Agency, the Agency may (but shall not be required to) obtain such coverage, and the Sponsor will reimburse the Agency, on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed, the amount of such premiums shall be added to the principal of the Note and bear interest at a rate equal to the yield rate on a 30-year U.S. Treasury bond at the time of making of such payment(s) by the Agency.

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Agency (which judgment shall be conclusive), (a) the Project can be replaced or restored in whole or in part to a condition at least comparable to that of the Project immediately prior to the insured casualty or taking, and (b) the Project as so replaced will produce sufficient income to meet the then obligations of the Sponsor under the Mortgage and the Note, the proceeds of insurance or condemnation, if sufficient, to the extent necessary for the purpose, shall be made available to the Sponsor upon satisfaction by the Sponsor of the conditions precedent to disbursements, for such replacement or restoration. To the extent the Project is not replaced or restored, such proceeds shall be applied to the indebtedness secured hereby after payment of fees and charges due and payable (as defined and provided for in the Mortgage). Nothing in this Section shall affect the lien of the Mortgage or the liability of the Sponsor for payment of the entire balance of the Mortgage indebtedness.

16. **Liens:** The Sponsor covenants, warrants and agrees to maintain its right, title and interest in the Mortgaged Premises (including the Project and Land) and all items enumerated in Section 5 of the Mortgage free and clear of all liens and security interests except the liens of the Mortgage, and the liens of other mortgagees described in Section 3 of the Mortgage and those exceptions identified and set forth in a certain title commitment issued by Main Street Title and Settlement Services, LLC numbered MS-83315 OR and dated February 10, 2015, as amended and continued to the date of this agreement, as approved by the Agency. The Agency shall be furnished with a current standard ALTA form of title insurance policy with extended coverage, insuring that the Mortgage is a valid second lien on the Land and Project. Prior to any disbursement under this Loan Agreement and the Mortgage, the Sponsor shall provide evidence satisfactory to the Agency of the recording of the Mortgage. Except with the written consent of the Agency, the Sponsor will not install any item of tangible personal property as a part of the fixtures or furnishings of the Project that is subject to a purchase money lien or security interest.

17. **Encumbrances and Sale of Project:**

- a. The Sponsor covenants, warrants and agrees not to sell, lease or otherwise encumber

the Mortgaged Premises, or any part thereof, or the rents or revenues thereof without the prior written consent of the Agency, except by leasing to eligible residential tenants.

- b. The Agency may allow certain "permitted encumbrances" on the Mortgaged Premises, which means (i) utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the property affected thereby for the purposes for which it is intended; (ii) liens for taxes at the time not delinquent, (iii) liens for taxes which, if delinquent, are being contested in good faith and for which the Sponsor has provided security satisfactory to the Agency, (iv) liens superior to or subordinate to the lien of the Mortgage securing any monies loaned in connection with the Project or other monies loaned to the Sponsor by the Agency and any department, agency, public corporation or commission of the United States, the State of New Jersey or a political subdivision of the State of New Jersey.
- c. The Sponsor acknowledges and agrees that failure by the Sponsor to comply with Loan Agreement stipulations, standards, or conditions may give the Agency just cause to suspend this Loan Agreement and withhold further payments, prohibit additional obligations of Project funds pending corrective action, disallow all or part of the cost associated with the noncompliance, terminate this Loan Agreement or seek any other remedies that may be legally available.

18. **Inspection:** The Sponsor covenants, warrants and agrees to permit the Agency, its agents or representatives, to inspect the Mortgaged Premises at any and all reasonable times with or without notice.

19. **Statutory Powers and Restrictions:** The CDBG Loan provided for herein shall be subject to statutory and regulatory restrictions contained in the Act and accompanying regulations and guidelines, and in connection therewith the Agency shall have the powers set forth in the Act as have been delegated by the Department, and the Sponsor hereby consents to such restrictions and powers and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in the Loan Documents and in the statutes and regulations of the Agency. The Borrower covenants and agrees to comply with the CDBG rules, regulations, and guidelines. If any provision of this Loan Agreement shall be determined to be inconsistent with the CDBG Program rules, regulations and guidelines that have not been waived, the CDBG Program rules shall govern. The CDBG Program specifically requires that the Sponsor adhere to the requirements set forth in the CDBG Addendum for the improvement work to be done at the Project, and such provisions are incorporated herein. In addition, the Parties confirm the following understandings:

- (a) The Agency and the Sponsor hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth in this Agreement touch and concern the Land in that the Sponsor's legal interest in the Project and Land is rendered less valuable thereby. The Agency and the Sponsor hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the Project and Land by enhancing and increasing the enjoyment and use of the Project

and the Land by the tenants, contemplated under this Agreement and by furthering the public purposes for which the CDBG Loan is made. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land. Except as provided in subsection (b) below, the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and hereof and shall pass to and be binding upon the Sponsor's assigns and successors in title to the Land or Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or the Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project or Land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

(b) Upon termination of the "Affordability Period" set forth in Section 10 of this Agreement, the said covenants, reservations and restrictions shall expire and in such event, the Agency shall, at the expense of the Sponsor, execute any and all instruments reasonably required to evidence the record of cancellation or discharge of the aforesaid covenants, reservations and restrictions.

(c) All terms and conditions of the attached CDBG Addendum are true and correct, and Borrower, its agents, licensees, invitees, contractors, architects, subcontractors and all other parties involved with the Project shall comply with the terms in the Addendum before, during and after completion of the Project. A violation of the Addendum shall constitute a default under the Loan Documents and shall entitle the Agency to immediately declare the Mortgage due and payable.

20. **Energy Star:** All project owners must participate in the Agency's Energy Star program.
21. **Accounting in Event of Default:** Upon the occurrence of an Event of Default and within five (5) business days of demand therefore by the Agency, the Sponsor will furnish to the Agency in writing a statement of the principal amount remaining due on the Note together with a statement of any defenses which may exist as to any liability of the Sponsor under the Loan Documents.
22. **Personal Liability:** The Agency agrees, on behalf of itself and any future holder of this Loan Agreement, the Note and the Mortgage, that the liability of the Sponsor, any general or limited partner, member or shareholder of the Sponsor and their respective heirs, representatives, successors and assigns, for the payment and performance of its obligations hereunder and under the Note and the Mortgage, shall be limited to the collateral pledged under the Mortgage and that the Agency shall have no right to seek a personal judgment against the Sponsor, any general or limited partner, member or shareholder of the Sponsor or their respective heirs, representatives, successors and assigns, individually, but shall look only to such collateral for the payment and performance of such obligations; provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it

under the Loan Documents. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or other unlawful acts.

**23. Assignment by the Agency:** The Sponsor hereby consents to any assignment of the CDBG Loan and the Loan Documents by the Agency.

**24. Defaults:** Each of the following shall be an Event of Default:

- (a) failure of the Sponsor to pay when due any installment of principal or interest on the CDBG Loan or any other payment required by the Sponsor to the Agency or any other person pursuant to the terms of the Loan Documents;
- (b) commission by the Sponsor of any act prohibited by the terms of the Loan Documents, failure by the Sponsor to perform or observe in timely fashion any action or covenant required by any of the terms of the Loan Documents, or failure by the Sponsor to produce satisfactory evidence of compliance therewith;
- (c) the filing by the Sponsor under any federal or state bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;
- (d) the filing against the Sponsor under any federal or state bankruptcy or insolvency law or other similar law of a petition seeking the Sponsor's adjudication as a bankrupt or the appointment of a receiver or other custodian for the benefit of its creditors which shall not be dismissed within thirty (30) days of the filing thereof, or the adjudication of the Sponsor as a bankrupt, or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of possession of the Sponsor or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than thirty (30) days;
- (e) the occurrence of substantial destruction of the Project by an uninsured casualty;
- (f) any representation in conjunction with the CDBG Loan, the Loan Documents or the Project by or on behalf of the Sponsor that is false or misleading in any material respect or any covenant or warranty of the Sponsor that is breached;
- (g) any breach by the Sponsor of its obligations or any failure to observe its covenants under any superior mortgage or note that results in an event of default thereunder, or the Sponsor's failure to observe the covenants as contained in any deed restriction associated with such superior mortgage or note, if applicable;
- (h) failure to obtain or retain the Agency Financing, if applicable;
- (i) failure to obtain or retain Tax Credits, if applicable;
- (j) failure to expend CDBG funds by two years from the date of closing; or
- (k) use of CDBG funds for a use not permitted by Act, Rules and Guidelines; or

- (l) violation of the provisions of the CDBG Addendum.

An event set forth in subsection(g) of this Section shall not constitute an Event of Default until the prohibited act, failure to perform or observe, or breach shall remain uncured for a period of thirty (30) days after Agency's written notice to Sponsor, specifying such prohibited act, failure or breach and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration, and further so long as the event does not trigger a breach of the CDBG Program. If the prohibited act, failure, or breach stated in each notice is correctable but cannot be corrected within the 30 day period, the Agency may consent to an extension of up to 120 days from the delivery of the written notice referred to herein if corrective action is instituted by the Sponsor within the initial 30 day period and diligently pursued. The Agency will, simultaneously with sending to the Sponsor any notices under this Section send a copy of the aforementioned notices to the Sponsor's managing member. To the extent the Event of Default is curable, a cure tendered in full, pursuant to the terms and conditions of this Loan Agreement and the other Loan Documents, by the Sponsor's managing member shall be honored by the Agency.

Within five (5) business days of receiving notice from the Agency that it believes an Event of Default has occurred with respect to the Project, time being of the essence, the Sponsor shall furnish to the Agency, HUD and DCA, in writing, a statement of any defenses which it claims may exist as to any liability of the Borrower hereunder.

25. **Remedies:** Upon the occurrence of any Event of Default, the Agency, subject to any superior mortgages(s), may, at its option, take any one or more of the following actions or remedies and failure to exercise any remedy or take any action enumerated shall not constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:
  - a. Rescind any CDBG Funds if not expended by the Recapture Date ;
  - b. declare the entire principal sum of the CDBG Loan, together with all other liabilities of the Sponsor under the Note and the Mortgage, to be immediately due and payable;
  - c. cease making disbursements to the Sponsor or withhold or suspend, in whole or in part, funds awarded under the program or recover misspent funds following an audit;
  - d. apply any reserves held by the Agency or the balance in the accounts for Project disbursements and revenues, or any combination of these moneys, to the payment of the Sponsor's liabilities hereunder;
  - e. foreclose the lien of the Mortgage on the Mortgaged Premises. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right and without notice, with power to collect the rents, uses, and profits of the Project, due and becoming due during the pending of the foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured and evidenced by the Loan Documents without regard to the value of the

Project or the solvency of any person or persons liable for the payment of the mortgaged indebtedness. The Sponsor, for itself and any subsequent owner, hereby waives any and all defenses to the application for a receiver as set forth above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, is made an express condition upon which the CDBG Loan hereby secured is made. Upon such foreclosure, the Agency shall have the right to have a receiver appointed for the Project and the rentals from the Project;

- f. take possession of all or part of the Mortgaged Premises, subject to rights of permitted superior lienholders;
- g. without judicial process, collect all rents and other revenue including federal and state subsidies as the agent of the Sponsor (which upon the occurrence of any Event of Default the Agency is deemed to have been irrevocably appointed by the Sponsor), and apply them at the Agency's option to the liabilities of the Sponsor under this Loan Agreement;
- h. take possession of equipment, appliances and other tangible personal property in which a security interest has been granted by the Loan Documents and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Mortgaged Premises or in conjunction with a sale of the Mortgaged Premises, and the Sponsor agrees that either method of disposition shall be commercially reasonable; and/or
- i. sue the Sponsor for a mandatory injunction or other equitable relief requiring performance by the Sponsor of any of its obligations under the Loan Documents. The Sponsor agrees with the Agency that the Agency's remedy at law for the violation or the nonperformance of the Sponsor's obligations under the Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units for families of low and moderate income; and/or
- j. If the event constitutes a violation of the CDBG Program to the extent that the Agency is required to refund monies disbursed to the Borrower back to DCA/HUD/the Federal Government, then the Borrower shall be responsible for refunding such monies to the Agency.

Notwithstanding the above enumeration of remedies, the agency shall have available to it any remedies provided to it by law.

26. **Expenses Due to Default:** All reasonable expenses (including reasonable attorney's fees, costs and allowances) incurred in connection with an action to foreclose the Mortgage or in exercising any other remedy provided by the Loan Documents, including the curing of any Event of Default, shall be paid by the Sponsor, together with interest at a rate equal to the yield rate on a 30-year U.S. Treasury bond at the time of making of such payment(s) by the

Agency. Any such sum or sums and the interest thereon shall be a further lien on the Mortgaged Premises and shall be secured by the Mortgage.

**27. Amendments, Notices, Waivers:**

- a. This Loan Agreement may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Sponsor in such manner that the instrument may be recorded. No waiver by the Agency in any particular instance of any Event of Default or required performance by the Sponsor and no course of conduct of the Parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Sponsor under this Loan Agreement or the other Loan Documents at any time shall preclude enforcement of any of the terms of this Loan Agreement or the other Loan Documents thereafter.
- b. Any provision of this Loan Agreement and the other Loan Documents requiring the consent or approval of the Agency prior to the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.
- c. Notice provided for under this Loan Agreement and the other Loan Documents shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by courier, regular mail, or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the Parties hereto:

**Borrower:** 774 River Road Associates, LLC  
1000 Portside Drive  
Edgewater, NJ 07020  
Attention: Fred Daibes

**Borrower's Attorney:** Pepper Hamilton, LLP  
P.O. Box 1709  
Wilmington, DE 19899  
Attention: Christopher Lamb, Esq.

**Agency:** **New Jersey Housing and Mortgage Finance Agency**  
637 S. Clinton Avenue  
P.O. Box 18550  
Trenton, New Jersey 08650-2085  
Attention: Director of Finance

**Construction Lender:** SRI Realty Corp.  
1257 River Road

28. **Severability:** The invalidity of any part or provision of this Loan Agreement shall not affect the validity of the remaining portions thereof.
29. **Disclaimer of Warranties, Liability, Indemnification:**
- a. The Sponsor acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied as to the value, condition, or fitness for particular purpose or fitness for any use of the Mortgaged Premises or any portion thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency or its agents or employees be liable or responsible for any incidental, indirect, special, consequential, or punitive damages in connection with or arising out of this Loan Agreement, the Loan Documents or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in the Mortgage; and (iii) during the term of this Loan Agreement and to the fullest extent permitted by law, the Sponsor shall indemnify and hold the Agency harmless against, and the Sponsor shall pay any and all liability, loss, cost, damage, claims, judgments or expense of any and all kinds or nature and however arising, imposed by law, which the Sponsor and the Agency may sustain, be subject to, or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Sponsor, or arising out of the Sponsor's ownership of the Project or out of the development, or management of the Project.
  - b. It is mutually agreed by the Sponsor and the Agency that the Agency and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Loan Agreement or the other Loan Documents, and that the Sponsor shall hold them harmless from any claim or suit of whatever nature.
  - c. Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. (except for N.J.S.A. 59:13-9 thereof) and the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.
30. **Counterparts:** This Loan Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
31. **Venue:** If any legal action should be filed by the Borrower against the Agency in connection with the CDBG Loan, this Loan Agreement, or the other Loan Documents, the venue and forum for such action shall be the Superior Court of New Jersey, Mercer County.
32. **Filing:** This Loan Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located at the sole cost and expense of the Borrower.
33. **Equal Opportunity and Non-Discrimination:** The Sponsor covenants, warrants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the

Project throughout the term of this Loan Agreement.

34. **Applicability and Conflict of Terms and Conditions:** The terms and conditions of this Loan Agreement are applicable for the entire term of this Loan Agreement (as set forth in Section 10 hereof) unless otherwise set forth in this Loan Agreement. In the event of any conflict or inconsistency between the terms and conditions of any of the Loan Documents and this Agreement, the terms and conditions of this Loan Agreement shall prevail, except with respect to the terms contained in the CDBG Addendum. Notwithstanding the foregoing, the Sponsor agrees that the Agency may render a decision concerning the intent and/or applicability of any term or condition of the Loan Documents and unless such decision is found to be arbitrary or capricious by a court of competent jurisdiction, the Agency decision shall be final.
35. **Miscellaneous:** Unless the context clearly requires otherwise, as used in this Loan Agreement and the other Loan Documents, words of the masculine, feminine or neutral gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. The Loan Documents and all the terms and provisions thereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Loan Agreement and the other Loan Documents have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing the Loan Documents or any provisions thereof or in ascertaining intent, if any question of intent shall arise.

**SEE CDBG LOAN AGREEMENT ADDENDUM ANNEXED HERETO AND MADE A PART HEREOF**

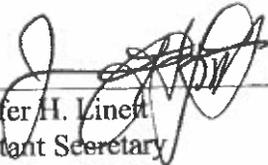
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**IN WITNESS WHEREOF**, this Loan Agreement is duly executed by the Sponsor and Agency on the date first set forth above and, by signing below; the Sponsor acknowledges that it has received a true copy of this Loan Agreement, without charge.

**WITNESS/ATTEST**

  
\_\_\_\_\_

**ATTEST**

  
\_\_\_\_\_

Jennifer H. Linett  
Assistant Secretary

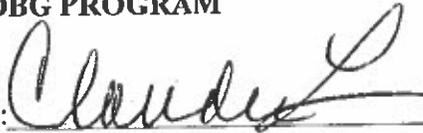
**BORROWER:**

774 River Road Associates, LLC, a New Jersey limited liability company

By:   
\_\_\_\_\_

Fred Daibes, Managing Member

**NEW JERSEY HOUSING & MORTGAGE  
FINANCE AGENCY on behalf of the  
CDBG PROGRAM**

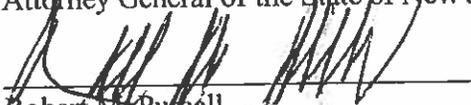
By:   
\_\_\_\_\_

Claudia Lovas  
Deputy Executive Director and  
Programs Chief

*This Loan Agreement has been reviewed and Approved as to form only.*

**JOHN J. HOFFMAN**

Acting Attorney General of the State of New Jersey

By:   
\_\_\_\_\_

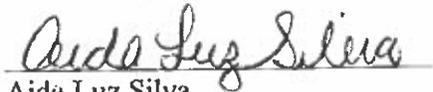
Robert M. Purcell  
Deputy Attorney General



**STATE OF NEW JERSEY, COUNTY OF MERCER SS:**

I CERTIFY that on May 12, 2015, Jennifer H. Linett, personally came before me, Aida Luz Silva, and acknowledged under oath, to my satisfaction, that (a) she is the Assistant Secretary of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY acting on behalf of the COMMUNITY DEVELOPMENT BLOCK GRANT DIASTER RECOVERY PROGRAM, the Agency named in this document; (b) she is the attesting witness to the signing of this document by the proper Agency officer, who is Claudia Lovas, Deputy Executive Director and Programs Chief of the Agency; (c) this document was signed and delivered by the Agency as its voluntary act duly authorized by a proper resolution of its Board of Directors; and (d) he signed this proof to attest to the truth of these facts.

SWORN TO AND SUBSCRIBED  
before me, the date aforesaid.



Aida Luz Silva

Notary Public of New Jersey

My commission expires: July 19, 2017

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A  
(Continued)

File No. **MS-83315 OR**

LEGAL DESCRIPTION

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

Beginning at a point in the northwesterly line of River Road as realigned (37' off realigned centerline) at its intersection with the division line between Lot 2.02 in Block 71 and Lot 3 in Block 68, a.k.a. Crown Village Condominiums, and running thence;

1. Along said northwesterly line S 32°29'34" W 31.75' to a point of curvature, thence;
2. Still along said northwesterly line along a curve to the left having a radius of 1387.00', a central angle of 2°16'11", an arc length of 54.94' to a subdivision line as shown on "Minor Subdivision-Lot 2 Block 71..." dated 27 Nov 1988 and revised through 30 Nov 1999, thence;
3. Along said subdivision line N 65°53'09" W 169.09' to the division line between Lots 2.02 and 3 lands now or formerly of the Borough of Edgewater Board of Education, in Block 71, thence;
4. Along said division line and along the southeasterly terminus of Winterburn Place N 35°06'51" E 118.68', thence;
5. Along the northeasterly line of Winterburn Place (30' R.O.W.) N 54°53'09" W 178.14', thence;
6. N 32°53'05" E 24.78' to the aforesaid division line between Lot 2.02 in Block 71 and Lot 3 in block 68, thence;
7. Along said division line S 50°44'51" E 340.92' to the northwesterly line of River Road as realigned and the point of Beginning.

The above description is drawn in accordance with a survey made by Control Point Associates, Inc., dated 6/21/2007.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 2.02 in Block 71 on the Borough of Edgewater Tax Map.

FOR INFORMATIONAL PURPOSES ONLY: BEING COMMONLY KNOWN AS 774 River Road, Edgewater, NJ 07020

## CDBG LOAN AGREEMENT ADDENDUM

**WHEREAS**, the Borrower, 774 River Road Associates, LLC, seeks to construct 21 rental units and related facilities for a project commonly known as Winterburn Gardens, NJHMFA # 2840 (the "Project") and has requested construction and permanent financing from the New Jersey Housing and Mortgage Finance Agency (the "Agency"), which will be administered by the Agency; and

**WHEREAS**, contemporaneously herewith Borrower has executed a Note, Mortgage, Loan Agreement and other loan documents evidencing a CDBG loan from the Agency (hereinafter referred to as the "CDBG Loan"); and

**WHEREAS**, in the aftermath of Superstorm Sandy, the United States Congress enacted the Disaster Relief Appropriations Act of 2013 (Public Law 113-2, approved January 29, 2013) to aid in the recovery of the State of New Jersey (the "State"); and

**WHEREAS**, on April 29, 2013, the Department of Housing and Urban Development ("HUD") approved the Action Plan of the State (the "Action Plan"), which demonstrated how the State intended to expend the disaster relief funds ("Action Plan"); and

**WHEREAS**, consistent with the Action Plan, the Agency created the Fund for Restoration of Multi-Family Housing, and the Sandy Special Needs Housing Assistance Fund ("CDBG-DR Programs"); and

**WHEREAS**, the Agency approved, at its board meeting of April 25, 2013, the CDBG-DR Programs' guidelines as subsequently amended (collectively the "Guidelines"); and

**WHEREAS**, the Borrower has met the eligibility requirements of the CDBG-DR Programs, in accordance with the requirements of the Guidelines and in accordance with the terms and conditions of this Addendum; and

**WHEREAS**, in order for the Borrower to be eligible to receive and utilize the CDBG Loan, it must also certify that it will comply with certain provisions of the Guidelines as are set forth below;

**NOW, THEREFORE**, Borrower, for and in consideration of the CDBG Loan, and intending to be legally bound hereby, agrees that the Mortgage shall be amended to include the following provisions and that these provisions shall be paramount and controlling as to

the rights and obligations of the Borrower and the Agency and shall supersede any other provisions of the Mortgage and other Loan Documents to the contrary:

## STANDARD PROVISIONS

### GENERAL

#### 1. Borrower's Representations

- (i) Borrower has been duly organized and validly exists, has power to enter into the Mortgage, Loan Agreement and other Loan Documents and this Addendum and has authorized the signing of the Loan Documents and this Addendum and taking the actions contemplated by this Addendum.
- (ii) To the best of the Borrower's knowledge, and upon due inquiry, there is no action or proceeding, pending or threatened, against the Borrower before any court or administrative agency that might adversely affect the ability of the to perform its obligations under the Loan Documents and this Addendum and all consents, authorizations, and approvals of governmental bodies or agencies required in connection with the performance of the Borrower's obligations under the Loan Documents and this Addendum have been obtained and will be obtained whenever required hereunder or by law.
- (iii) Neither the execution and delivery of the Loan Documents nor this Addendum and the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of the Loan Documents and this Addendum is prevented, limited by, or conflicts with or results in a breach of, the terms, conditions, or provisions of any corporate restrictions or any evidence of indebtedness, agreement, or instrument of whatever nature to which the is bound, or constitutes a default under any of the foregoing.
- (iv) All statements, representations and warranties made by Borrower in the Loan Documents were true when made, are true, in all material respects, as of the date hereof, and shall remain and be true and correct during the term of the Loan Documents, it being understood by Borrower that all such statements, representations and warranties have been relied upon by the Agency as an inducement to make the Agency funding and shall continue to be relied upon by the Agency in administering the Agency funding. Borrower further understands and agrees that, if, during the term of the Mortgage and other Loan Documents, any such statements, representations and warranties become untrue or false, it shall have a duty to immediately notify the Agency in writing of such fact.
- (v) Borrower represents that it has at all times relevant to the CDBG Loan been represented by advisors of its own selection, including, but not limited to, attorneys at law and/or certified public accountants; that it has not relied upon any statement, representation, warranty, agreement or information provided by the Agency; that it acknowledges that it is informed by its advisors of its respective rights, duties, and obligations with respect to the transaction which is the subject of the Loan Documents under all applicable laws, and that it has no set-offs, defenses or counterclaims against the Agency with respect to the transaction.
- (vi) The representations and warranties made in this Paragraph shall survive the

- expiration or earlier termination of the Loan Documents.
- (vii) If during the duration of the Loan Documents the Borrower becomes aware of any facts, occurrences, information, statements, or events that render any of the foregoing representations or warranties herein untrue or materially misleading or incomplete, it shall immediately notify the Agency in writing of such facts, occurrences, information, statements or events.

## 2. WARRANTIES AND COVENANTS

- (i) Borrower shall use the Agency funding solely in connection with funding the Project. The Agency funding may be used solely for the purposes contemplated by the Mortgage and other Loan Documents.
- (ii) In relation to the Project, Borrower shall comply with all Federal, State and municipal laws, rules and regulations applicable to all activities it performs and those that are performed on its behalf.
- (iii) Borrower acknowledge that the use of small businesses, minority owned firms and women's business enterprises for contractors, suppliers, labor and products is preferred and agrees that, to the extent feasible and as represented in its Proposal, it shall use such businesses in connection with the Project.
- (iv) Borrower agrees that all hired Contractors and Sub-contractors are not on the Federal excluded parties list.
- (v) Borrower shall execute an agreement with each Contractor containing labor standards and other required provisions, such as equal opportunity and general conditions. This may be accomplished by the execution of a CDBG Contractor's Addendum as provided to Borrower by the Agency.
- (vi) Borrower acknowledges that all construction work will have received environmental approval from the New Jersey Department of Environmental Protection ("DEP") and/or the Agency prior to the commencement of any construction.

## 3. ASSIGNMENTS

Borrower shall not assign its interests in the Loan Documents to another without the prior written consent of the Agency. Unless otherwise indicated by the Agency in writing, any obligations hereunder shall become the obligations of any assignee or successor of the Borrower.

## 4. MISCELLANEOUS

- (i) **Forum and Venue.** Unless otherwise provided, all actions related to the matters which are the subject of this Addendum shall be formed and venue in a court of competent jurisdiction in Mercer County New Jersey.
- (ii) **Entire Agreement.** This Addendum along with the Loan Documents and any documents referred to herein constitute the complete understanding of the Agency and the Borrower (hereinafter, collectively referred to as the "Parties") and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter of this Addendum.
- (iii) **Severability.** Whenever possible, each provision of this Addendum shall be

interpreted in such manner as to be effective and valid pursuant to applicable law, but if any provision of the Loan Documents or this Addendum is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Addendum, unless the Agency shall in its sole and absolute discretion deem the invalidated provision essential to the accomplishment of the public purposes served by the Loan Documents and this Addendum, in which case the Agency has the right to terminate the Loan/Loan Documents and all benefits provided to Borrower hereunder upon the giving of sixty (60) days prior notice.

- (iv) **Compliance with All Applicable Law.** Failure to expressly reference any applicable federal or State regulation, statute, public law, Executive order, agency directive or OMB Circular will not exempt Borrower from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.
- (v) **Amendments or Modifications.** The Loan Documents and this Addendum may only be amended in writing executed by both Parties. Such Amendments or Modifications shall become effective only upon execution of same by both Parties.
- (vi) **Notices.** All notices, requests and other communications shall be in writing and shall be deemed duly given [when personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid] to the addresses set forth hereunder

Agency: **New Jersey Housing and Mortgage Finance Agency**  
637 South Clinton Avenue  
PO Box 18550  
Trenton, New Jersey 08550-2085  
Attention: Director, Multifamily Lending

Borrower: 774 River Road Associates, LLC  
1000 Portside Drive  
Edgewater, NJ 07020  
Attention: Fred Daibes

- (vii) **Contractual Liability Act.** The rights and remedies of the under the Loan Documents and this Addendum shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., the provisions of which are incorporated herein by reference. While this statute is not applicable by its terms to claims arising under the Loan Documents Borrower agrees that it shall be applicable to claims arising under this Addendum or any other documents associated with this Project. Further, it is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

#### **UNIFORM ADMINISTRATIVE REQUIREMENTS**

Borrower shall adhere to the following administrative requirements:

1. DUPLICATION OF BENEFITS

Borrower will adhere to 76 FR 71060 (published November 16, 2011) regarding duplication of benefit requirements applicable to the Community Development Block Grant-Disaster Recovery ("CDBG-DR") program.

2. CONFLICT OF INTEREST

Borrower has reviewed and shall adhere to the Agency's Conflict of Interest policy, which incorporates both the State Conflict of Interest Law, N.J.S.A. 52:13D-1 et seq. and applicable federal law. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.611, 24 CFR §85.36 and 24 CFR §84.42. No one who exercises any functions or responsibilities, or who is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from a CDBG-assisted activity (or have a financial interest in any Loan, contract, sub-contract, or agreement with respect to a CDBG assisted facility.)

3. HATCH ACT

Borrower covenants that no Agency funding shall be used to finance the use of facilities or equipment for political purposes, or engage in other partisan activities (e.g. candidate forums, voter transportation, or voter registration). It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.

4. RELIGIOUS ACTIVITY

Borrower will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j), except for circumstances specified in the HUD Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response (March 5, 2013). Funding for rehabilitating or reconstructing a storm-damaged or destroyed building may be appropriate where a facility is not used exclusively for the benefit of the religious congregation (i.e., a homeless shelter, food pantry, adult literacy or child care center). When used for both religious and secular purposes, CDBG-DR funds may pay the portion of eligible rehabilitation or construction costs attributable to the non-religious use.

5. RECORDS

- (i) Borrower will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Agency funding.
- (ii) All records required by the Loan Documents and this Addendum, including financial records, ledgers, bank statements, contracts, invoices and receipts related to the Agency funding must be retained for five years from Project Closeout, which is deemed after the affordability period has expired. However, if any litigation, claim, or audit is started before the expiration of the five (5) year period, then records must be retained for five (5) years after the litigation, claim,

or audit is resolved. All of Borrower's books and records relating to the Agency funding will be located at c/o Daibes Enterprise, 1000 Portside Drive, Edgewater, NJ 07020.

- (iii) Borrower will notify the Agency in writing of any change in the location of such books and records prior to any such relocation. Borrower agrees to grant access to inspect, copy, audit and examine at all reasonable times these records to any representative of the Agency, State, Inspector General, HUD and General Accounting Office of the United States.

## 6. LOBBYING

Borrower certifies that no federally appointed funds will be used for lobbying purposes regardless of level of government.

## 7. DRUG FREE WORKPLACE

Borrower will comply with the drug-free workplace requirements contained at 24 CFR, Part 24, and Subpart F and established by the Drug-Free Workplace Act

## 8. COMPLIANCE WITH LAW

Borrower agrees to comply with the following requirements:

- a. Borrower agrees to comply with all applicable federal, State and local laws, regulations and policies governing the Agency funding available under the Loan Documents and this Addendum to supplement rather than supplant funds otherwise available.
- b. Borrower agrees that its Contractor and Sub-Contractors are not and will not be on the list of excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24 (CDBG funds may not be provided to excluded or disqualified persons).
- c. Borrower shall comply with the following mandatory provisions relating to **FINANCIAL MANAGEMENT AND PROCUREMENT**:
  1. If you are a non-profit, guidelines for financial and compliance audits of federally assisted programs which are OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), revised, and administrative requirements for non-profits, 24 C.F.R. Part 84.
  2. 24 CFR 570.490: Recordkeeping requirements, which requires that all records be kept for a minimum of five years after grant close-out ; and
  3. Borrower will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements.

- d. Borrower will adhere to 24 CFR Section 570.489(j) regarding change of use of real property. These standards apply to real property within Owner's control which was acquired in whole or in part using CDBG-DR funds in excess of the small purchase procurement threshold in 24 CFR 85.36. These standards apply from the date CDBG-DR funds are first spent until five years after the closeout of the Program.

Borrower may not change the use or planned use of any property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, without first providing citizen review and comment and either:

1. The new use meets one of the national objectives and is not a building for the general conduct of government;
2. The requirement of 24 CFR Section 570.489(j) are met.

## 9. ENVIRONMENTAL IMPACT

Borrower may not begin any Project Activities without prior written consent of the Agency, as follows.

**For all activities undertaken, Borrower agrees to provide information as needed to the DEP and/or the Agency for site-specific activities.**

**This will include, but is not limited to:**

- a. Providing the names of all facilities receiving federal assistance so that the DEP and/or the Agency can ensure that the facilities are not listed on the United States Environmental Protection Agency's (EPA) list of violating;
- b. Providing site-specific information regarding the age, location and prior ground disturbance of all facilities assisted, to determine compliance requirements with Section 106 of the National Historic Preservation Act of 1966, and the Preservation of Archaeological and Historical Data Act of 1966. And the provisions of 24 CFR Part 55 and Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards;
- c. Complying with the flood insurance purchase requirement of Section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. For purposes herein, the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. Additionally:

- I. *Flood insurance purchase requirements.* HUD does not prohibit the use of CDBG-DR funds for [existing residential buildings] in the Special Flood Hazard Area (SFHA) (or “100-year” floodplain). With respect to flood insurance, a HUD-assisted [homeowner] for a property located in the SFHA must obtain and maintain flood insurance in the amount and duration prescribed by FEMA’s National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a) mandates the purchase of flood insurance protection for any HUD assisted property within the SFHA.
- II. *Future Federal assistance to Borrowers remaining in a floodplain.* (1) Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. No Federal disaster relief assistance may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance and the person has subsequently failed to obtain and maintain flood insurance. Borrower may not receive CDBG disaster assistance for the repair, replacement, or restoration if it has failed to meet this requirement.
- III. In the event of transfer of any property having received CDBG-DR assistance, the Borrower will notify the transferee in writing of the requirements to 1) Obtain flood insurance, if the property is not insured as of the date of transfer; 2) Maintain flood insurance; 3) Require the transferor, if there is failure to notify the transferee, to reimburse the federal government in the amount of any subsequent disaster relief assistance if such funds are expended on the property after the date of transfer.
- IV. Borrower will cooperate with the DEP and/or the Agency so that all assisted properties will be elevated, repaired, reconstructed or newly-constructed (including both commercial and residential properties) in accordance with the newly-released FEMA Base Flood Elevation Maps (reference table 2-6 in the state’s Action Plan).
- V. In accordance with 24 CFR 58.6(b), Borrower acknowledges that the Agency will not provide any Agency funding to a small business that had previously received federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the small business failed to obtain and maintain such insurance.
- VI. The Borrower acknowledges that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the EPA pursuant to 40 CFR 15.20.
- VII. Prompt notice must be given of any notification received from the Director, Office of Federal Activities, and EPA, indicating that a facility utilized or to be utilized for the Loan under consideration is to be listed on the EPA list of Violating Facilities.
- VIII. In no event shall any amount of assistance provided under this ADDENDUM be utilized with respect to a facility which has given rise to

a conviction under section 113(c) (1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

IX. The Borrower agrees to comply with all the requirements of section 114 of the Clean Air Act, as amended (42 USC 1857c-8-0 and section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and 308, and all regulations and guidelines issued thereunder.

X. The Borrower acknowledges that all work has ceased on the Project pending final DEP and/or Agency environmental review approval.

XI. Borrower will comply with:

1. Executive Order 11990, Protection of Wetlands;
2. the Coastal Zone Management Act Sections 307( c)(d);
3. In relation to water quality:
  - a. Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution;
  - b. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area; and
  - c. Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution; The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
4. The Endangered Species Act of 1973 (50 CFR 402), as amended;
5. The Fish and Wildlife Coordination Act of 1958, as amended;
6. Wild and Scenic Rivers Act of 1968 {Sections 7(b) and (c)}, as amended;
7. Executive Order 11738, providing for administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect

- to Federal Contracts, Grants, or Loans, and EPA regulations (40 CFR part 15);
8. The Clean Air Act of 1970 (Sections 176(c), (d), and 40 CFR 6, 51, 93), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards;
  9. The Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses;
  10. Executive Order 12898: Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994;
  11. Noise abatement and control requirement found at 24 CFR 51B;
  12. Provisions of 24 CFR 51C, explosive and flammable operations;
  13. Provisions of 24 CFR 58.5(i) relating to toxic chemicals and radioactive materials;
  14. [Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102-550, as amended). The regulation appears within Title 24 of the Code of Federal Regulation as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978. It will also comply with the Lead Safety Housing Regulation covering prohibited methods of paint removal (24 CFR Part 35.140) and occupant protection (24 CFR Part 35.1345);]
  15. Borrower will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.);
  16. Borrower will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
- XII. Borrower agrees that the use of lead-based paint, that is any paint containing more than 1%- lead by weight, is strictly prohibited

from use on any interior surface or exterior surface in any building being rehabilitated. Additionally, any evidence of a health hazard, which is, defined as cracking, scaling, peeling and loose lead-based paint must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods as detailed in Title IV of the Lead Based Paint Poisoning Prevention Act.

## 10. LABOR STANDARDS

1. Borrower will adhere to the labor standards requirement set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements;
2. Borrower will comply with Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603;
3. Borrower will comply with the Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.);
4. Borrower acknowledges that the prevailing wage rate shall be determined by the Davis-Bacon Act and not State prevailing wage pursuant to N.J.S.A. 55:14K-42.
5. Borrower will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
6. Borrower will comply with the Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.), requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
7. Borrower will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
8. Borrower will comply with the following HUD regulations and/or guidance:
  - 24 CFR 570.489(l): Debarment and suspension.
  - 24 CFR 570.603: Labor standards.
  - 24 CFR 570.609: Use of debarred, suspended, or ineligible contractors or sub-recipients.
  - Form HUD 4010 Federal Labor Standards Provisions
9. Borrower will comply with the following United States Department of Labor regulations in parallel with HUD requirements above:
  - 29 CFR Part 1: Procedures for Predetermination of Wage Rates.

- 29 CFR Part 3: Contractors and Sub-contractors on Public Building or Public Work Financed In Whole or In Part by Loans or Grants from the United States.
- 29 CFR Part 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contracts Work Hours and Safety Standards Act).
- 29 CFR Part 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contracts Work Hours and Safety Standards Act).
- 29 CFR Part 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards in Federal and Federally Assisted Construction Contracts and Federal Service Contracts.
- 29 CFR Part 7: Practice before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.

## 11. EQUAL OPPORTUNITY

*For Contracts above \$10,000:*

1. During the Agency funding term, the Borrower agrees as follows:
  - a) It will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. It will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. It agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
  - b) It will, in all solicitations or advertisements for employees, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - c) It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of their commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d) It will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
  - e) It will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of

Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f) In the event of the Borrower's noncompliance with the nondiscrimination clauses of this Addendum or with any of the said rules, regulations, or orders, this Loan may be canceled, terminated, or suspended in whole or in part and the Borrower may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) It agrees to include the provisions a through f in this Equal Opportunity Section in every contract, sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, sub-contractor or vendor.
- h) It agrees to comply with Executive Order 11246 as to maintaining non-segregated facilities and establishments and does not permit employees to perform services at any location under their control where segregated facilities are maintained.

*For Loans \$10,000 and below:*

- a) Borrower shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. It shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) It shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. They shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c) The Borrower and all contractors and sub-contractors shall incorporate the foregoing requirements in all contracts.

## 12. ACQUISITION AND RELOCATION

Borrower agrees to comply with the following statutes and regulations:

1. Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real

Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606;

2. Section 104(d) of the Housing and Community Development Act of 1974, as amended;
3. It will comply with 42 U.S.C. 3537c (Prohibition of Lump Sum Payments);
4. It will comply with 49 CFR Part 24 (Uniform Relocation and Real Property Acquisition (“URA”) for Federal and Federally-Assisted Programs);
5. URA Fixed Residential Moving Cost Schedule;
6. 24 CFR Part 42 (Displacement, Relocation Assistance and Real Property Acquisition for HUD and HUD-Assisted Programs); and
7. 24 CFR 570.606 (Displacement, Relocation, Acquisition and Replacement of Housing).

Borrower agrees to provide relocation assistance to those that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-DR assisted project, with the exception of:

1. The one-for-one replacement requirements at Section 104(d)(2)(A)(i)–(ii) and (d)(3) and 24 CFR 42.375 which have been waived by HUD;
2. The relocation assistance requirements at section 104(d)(2)(A) and 24 CFR 42.350 to the extent that they differ from the requirements of the URA and implementing regulations at 49 CFR part 24, as modified by the Act for activities related to disaster recovery;
3. Arms-length voluntary purchase requirements at 49 CFR 24.101(b)(2)(i)–(ii) are waived to the extent that they apply to an arm’s length voluntary purchase carried out by a person who uses funds allocated under this Addendum and does not have the power of eminent domain;
4. Rental assistance to a displaced person: The requirements at sections 204(a) and 206 of the URA, and 49 CFR 24.2(a)(6)(viii), 24.402(b)(2), and 24.404 are waived to the extent that they require the Borrower to use 30 percent of a low-income displaced person’s household income in computing a rental assistance payment if the person had been paying more than 30 percent of household income in rent/utilities without “demonstrable hardship” before the project;
5. Tenant-based rental assistance requirements of sections 204 and 205 of the URA, and 49 CFR 24.2(a)(6)(ix) and 24.402(b) are waived to the extent necessary to permit a Borrower to meet all or a portion of a Borrower’s replacement housing financial assistance obligation to a displaced tenant by offering rental housing through a tenant-based rental assistance (TBRA) housing program subsidy, provided that the tenant is provided referrals to comparable replacement dwellings in accordance with

49 CFR 24.204(a) where the owner is willing to participate in the TBRA program, and the period of authorized assistance is at least 42 months;

6. Moving expense requirements at section 202(b) of the URA and 49 CFR 24.302; the Borrower may instead choose to establish a "moving expense and dislocation allowance" under a schedule of allowances that is reasonable takes into account the number of rooms in the displacement dwelling; and

The regulation at 24 CFR 570.606(d) is waived to the extent that it requires optional relocation policies to be established; units of local government receiving CDBG-DR funds may establish separate optional policies.

### 13. FAIR HOUSING AND NON-DISCRIMINATION

Any act of unlawful discrimination committed by Borrower or failure to comply with the following statutory and regulatory obligations when applicable shall be grounds for termination of the Loan and this Addendum or other enforcement action; and Borrower agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 and as amended in 1988, 42 U.S.C. §200d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part1), which provide that no person in the United States shall on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Project receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Borrower, this assurance shall obligate the Borrower, or in the case of any transfer of such property, and transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
2. Architectural Barriers Act of 1968, as amended 42 U.S.C. § 4151 et seq.
3. Title IX of the Education Amendments Act of 1972, as amended 20 U.S.C. §1681 et seq.
4. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. §701, which provides that no otherwise qualified individual shall, solely by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program receiving federal funding assistance, with special provisions for Grantees with 15 or more employees requiring a formal, written grievance procedure for resolution of complaints.
5. Section 508 of the Rehabilitation Act of 1973 as amended 29 U.S.C. §794, requiring that electronic and information technology be accessible to people with disabilities, including employees and members of the public.
6. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part §570.602), which

provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.

7. Section 104(b) (2) of the Housing Community Development Act of 1974, implementing Section 109.
8. Age Discrimination Act of 1975 (42 U.S.C. 1601 *et seq.*), prohibiting discrimination on the basis of age.
9. Title II of the Americans with Disabilities Act of 1990, prohibiting discrimination and ensuring equal opportunity for persons with disabilities in employment, and commercial facilities.
10. Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 *et seq.*).
11. Borrower must use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Loan Documents. As used in this Addendum, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
12. Section 3, Housing and Urban Development Act of 1968. Section 3 requirements will apply to all individual properties assisted with these funds if amounts exceed \$100,000, regardless of the actual amount spent on each individual unit/property. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Addendum, shall be a condition of the Federal financial assistance provided under the Loan Documents and binding upon the Borrower and third-party entities. The Borrower certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

These responsibilities include:

- a. Making efforts to meet the minimum numerical goals found at 24 CFR Part 135.30;

- b. Complying with the specific responsibilities at 24 CFR Part 135.32; and
- c. Submitting Annual Summary reports in accordance with 24 CFR Part 135.90.

**The following language must be included in all contracts and sub-contracts if the award exceeds \$100,000:**

- a. The work to be performed under the contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. Borrower will comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by its execution of this Addendum Borrower certifies that it is under no contractual or other impediment that would prevent it from complying with the part 135 regulations.
- c. The Borrower agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Borrower's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Borrower agrees to include this section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the contract or in this section 3 clause, upon a finding that the contractor is in violation of the regulations in 24 CFR part 135. The Borrower will not sub-contract with any sub-contractor where the Borrower has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Borrower will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor or sub-contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require

employment opportunities to be directed, were not filled to circumvent the Borrower's obligations under 24 CFR part 135.

- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the Loan, and debarment or suspension from future HUD assisted contracts and loans.

Borrower will further comply with:

- a. Executive Order 11246: EEO and Affirmative Action Guidelines for Federal Contracts Regarding Race, Color, Gender, Religion, and National Origin, September 25, 1965 and Executive Order 11375: Amending Executive Order No. 11246, October 13, 1967, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further contractors and sub-contractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

During the performance of the Loan Documents, the Borrower agrees as follows:

- i. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. It agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. It will, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- iii. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency contracting

officer, advising the labor union or workers' representative of the Borrower's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- iv. It will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. It will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the Borrower's noncompliance with the nondiscrimination clauses of this Addendum or with any of such rules, regulations, or orders, the Loan cancelled, terminated, accelerated or suspended in whole or in part and the Borrower may be declared ineligible for further Government loans and/or contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. It will include the provisions of paragraphs (1) through (7) in every contract and sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, sub-contractor or vendor. It will take such action with respect to any contract or sub-contract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the Borrower becomes involved in, or is threatened with, litigation with a contractor, sub-contractor or vendor as a result of such direction, it may request the United States to enter into such litigation to protect the interests of the United States.

- b. Executive Order 12086: Consolidation of Contracts compliance functions for equal employment opportunity, October 5, 1978.
- c. Executive Order 12898: Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.
- d. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency, August 11, 2000.

And Borrower affirms it will comply with implementing regulations for the above:

- I. 24 Code of Federal Regulations Part 1: Nondiscrimination in Federally Assisted Programs of HUD.
- II. 24 Code of Federal Regulations Part 5.105: Other Federal Requirements.
- III. 24 Code of Federal Regulations Part 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974.
- IV. 24 Code of Federal Regulations Part 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the HUD.
- V. 24 CFR Code of Federal Regulations Parts 50.4 (l) and 58.5 (j): Environmental Justice.
- VI. 24 Code of Federal Regulations Part 91.325(b) (5): Compliance with Anti-discrimination laws.
- VII. 24 Code of Federal Regulations Part 91.520: Performance Reports.
- VIII. 24 CFR Part 121: Collection of Data.
- IX. 24 CFR Part 135: Economic Opportunities for Low- and Very Low-Income Persons.
- X. 24 CFR Part 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- XI. 24 Code of Federal Regulations Part 570.487(e): Contractual Barriers Act and Americans with Disabilities Act (State Community Development Block Grant grantees).
- XII. 24 Code of Federal Regulations Part 570.490(a) (b): Recordkeeping requirements.
- XIII. 24 Code of Federal Regulations 570.491: Performance Reviews and Audits.

- XIV. 24 Code of Federal Regulations Part 570.495(b): HCDA Section 109 nondiscrimination.
  - XV. 24 Code of Federal Regulations Part 570.506(g): Fair Housing and equal opportunity records.
  - XVI. 24 Code of Federal Regulations Part 570.608 and Part 35: Lead-Based Paint.
  - XVII. 24 Code of Federal Regulations Part 570.614: Contractual Barriers Act and Americans with Disabilities Act.
  - XVIII. 24 Code of Federal Regulations Part 570.904: Equal Opportunity and Fair Housing Review.
  - XIX. 24 Code of Federal Regulations Part 570.912: Nondiscrimination compliance.
13. Section 503 of the Rehabilitation Act of 1973 requires the following clauses in all contracts and sub-contracts involving federal funds of \$10,000 or more.
- 1. Borrower will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Borrower agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - 2. Borrower agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - 3. In the event of the Borrower's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the Act.
  - 4. Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Borrower's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - 5. Borrower will notify each labor union or representative of workers

with which it has a collective bargaining agreement or other Loan Documents understanding, that the Borrower is bound by the terms of Section 503 of the Rehabilitation of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. Borrower will include the provisions of this clause in every contract, sub-contract or purchase order of \$10,000 or more of federal funding unless exempted by rules, regulations, or orders of the (federal) secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each contractor, sub-contractor or vendor. The Borrower will take such action with respect to any contract, sub-contract and purchase order as the director of the Office of Federal Loan Documents Compliance Programs may direct to enforce such provisions, including action for non-compliance (41 CFR 60-741.4.4).

**BORROWER:**  
**774 River Road Associates, LLC**

A handwritten signature in black ink, appearing to read "Fred Daibes", is written over a horizontal line. The signature is somewhat stylized and loops back to the left.

Fred Daibes, Managing Member



Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-943 1700

Block: 71 Lot: 2.02 Qual:

Work Site Location: 774 River Road / Common Areas

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-4050

Agent/Contractor: Waterside Construction LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No. Bldrs. Reg. No.: 44568 Federal Emp. No.: 55-0878359

Social Security No.:

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

  
John Candelmo Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No:

Type of Warranty Plan:  State  Private

Use Group:

R-2

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:  
Construction of new residential building with 21 Units. Certificate of Occupancy for Common Areas

Update Desc. of W/U/Use:

Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices, Horn Strobes and Detectors

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period( ) years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$28.00

Paid  X Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED:

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE:  
New Residential Apartment

Building Sub Code  
Plumbing Sub Code  
Electrical Sub Code  
Fire Sub Code  
Elevator Sub Code  
Construction Official  
Date  
Signature  
APPROVED PLAN REVIEW  
BUREAU OF EDGEWATER

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: Previous \$ 100,000 Current

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location: 774 River Road, Edgewater, NJ  
Owner In Fee: 774 River Road Associates, LLC  
Address: 1000 Portside Drive, Edgewater, NJ 07020  
Tel: 201-840-0050  
License No: 44568  
Federal Employee No: 55-0878359  
Contractor: Edgewater, NJ  
Block 71 Lot 2.02  
Qualification Code: Common Area

IDENTIFICATION

Permit # 20140476  
Date Issued 12/3/2014  
Control # 11685  
Certificate Application Received:  
Certificate Issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

# CERTIFICATE IDENTIFICATION

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No: \_\_\_\_\_  
Type of Warranty Plan:  State |  Private  
Use Group: R-2  
Maximum Live Load: \_\_\_\_\_  
Construction Classification: \_\_\_\_\_  
Maximum Occupancy Load: \_\_\_\_\_  
Certificate Exp Date: \_\_\_\_\_  
Description of Work/Use: Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 101

Block: 71 Lot: 2.02 Qual: \_\_\_\_\_  
Work Site Location: 774 River Road / Unit 101  
Edgewater, N.J. 07020  
Owner in Fee: 774 River Road Associates LLC  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050  
Agent/Contractor: Waterside Construction LLC  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050  
Lic. No./ Bldrs. Reg. No.: 44568 Federal Emp. No.: 55-0878359  
Social Security No.: \_\_\_\_\_

Update Desc. of Work/Use:  
Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Horn Strobes and Detectors

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17. to the following extent:

Total removal of lead-based paint hazards in scope of work  
 Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

John Candolmo Construction Official

Fees: \$28.00

Paid/ X Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE:  
**NEW RESIDENTIAL APARTMENT**

**BOROUGH OF EDGEWATER  
APPROVED PLAN REVIEW**  
Date: 10/14/16  
Signature: [Signature]  
Building Sub Code: [Blank]  
Plumbing Sub Code: [Blank]  
Electrical Sub Code: [Blank]  
Fire Sub Code: [Blank]  
Elevator Sub Code: [Blank]  
Construction Official: [Signature]

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below:

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
USE GROUP: R-2 Previous Current

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

**ACTION**

Work Site Location: 774 River Road  
Block: 71 Lot: 2.02 Qualification Code: 101  
Contractor: EDGEWATER, NJ  
Contractor: MARSHSIDE CONSTRUCTION, LLC  
Address: 1000 PORTSIDE DRIVE  
Address: EDGEWATER, NJ 07020  
Tel: 201-840-0050  
Tel: 201-840-0050  
License No: 44568  
Federal Employee No: 55-0878359

**IDENTIFICATION**

Permit # 20140476  
Date Issued 12/3/2014  
Control # 11685  
Certificate Application Received  
Certificate Issued:

**APPLICATION FOR  
CERTIFICATE**





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

Block: 71 Lot: 2.02 Qual:

Work Site Location: 774 River Road / Unit 102

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates L.L.C.

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Agent/Contractor: Waterside Construction L.L.C.

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No./ Blurs. Reg. No.: 44568 Federal Emp. No.: 55-0878359

Social Security No.:

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

  
John Candello Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No:

Type of Warranty Plan:  State  Private

R-2

Use Group:

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 102

Update Desc. of Wk/Use:

Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Horn Strobes and Detectors

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period( ) years): see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNERS/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE: NEW RESIDENTIAL APARTMENT

Building Sub Code  
 Plumbing Sub Code  
 Electrical Sub Code  
 Fire Sub Code  
 Elevator Sub Code  
 Construction Official

Signature: \_\_\_\_\_  
 Date: 12/3/2014

BOROUGH OF EDGEWATER  
APPROVED PLAN REVIEW

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
Previous \_\_\_\_\_ Current \_\_\_\_\_

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location: 774 River Road  
 Edgewater, NJ  
 Owner in Fee: 774 River Road Associates, LLC  
 1000 Portside Drive  
 Edgewater, NJ 07020  
 Address: 1000 Portside Drive  
 Edgewater, NJ 07020  
 Tel: 201-840-0050  
 License No. 44568  
 Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476  
 Date Issued 12/3/2014  
 Control # 11685  
 Certificate Application Received:  
 Certificate Issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

Block: 71 Lot: 2.02 Qual:

Work Site Location: 774 River Road / Unit 103

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates L.J.C

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Agent/Contractor: Waterside Construction L.L.C

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No./ Bldrs. Reg.No.: 44568 Federal Emp. No.: 55-0878359

Social Security No.:

# CERTIFICATE IDENTIFICATION

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No:

Type of Warranty Plan:  State  Private

Use Group: R-2

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 103

Update Desc. of Work/Use:

Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Horn Strobes and Detectors

## X CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period( ) years); see file

## CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

  
John Candelmo Construction Official

Fees: \$28.00

Paid  X  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE: NEW RESIDENTIAL APARTMENT

Construction Official: [Signature]  
 Elevator Sub Code: \_\_\_\_\_  
 Fire Sub Code: \_\_\_\_\_  
 Electrical Sub Code: \_\_\_\_\_  
 Plumbing Sub Code: \_\_\_\_\_  
 Building Sub Code: \_\_\_\_\_  
 Date: 10/14/16  
 Signature: [Signature]  
 APPROVED PLAN REVIEW  
 BOROUGH OF EDGEWATER

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

USE GROUP: R-2 Previous: \_\_\_\_\_ Current: \_\_\_\_\_  
 FINAL COST OF CONSTRUCTION: \$ 100,000

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

**ACTION**

Work Site Location: 774 River Road Block: 71 Lot: 2.02 Qualification Code: 103  
 Contractor: EDGEWATER, NJ  
 Contractor: WATERSIDE CONSTRUCTION, LLC  
 Address: 1000 PORTSIDE DRIVE  
 Address: EDGEWATER, NJ 07020  
 Owner In Fee: 774 RIVER ROAD ASSOCIATES, LLC  
 Address: 1000 PORTSIDE DRIVE  
 Address: EDGEWATER, NJ 07020  
 Tel: 201-840-0050  
 License No: 44568  
 Federal Employee No: 55-0878359

**IDENTIFICATION**

Permit # 20140476  
 Date Issued 12/3/2014  
 Control # 11685  
 Certificate Application Received:  
 Certificate Issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

# CERTIFICATE IDENTIFICATION

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No: \_\_\_\_\_  
Type of Warranty Plan:  State  Private  
Use Group: R-2  
Maximum Live Load: \_\_\_\_\_  
Construction Classification: \_\_\_\_\_  
Maximum Occupancy Load: \_\_\_\_\_  
Certificate Exp Date: \_\_\_\_\_  
Description of Work/Use: Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 104

Block: 71 Lot: 2.02 Qual: \_\_\_\_\_  
Work Site Location: 774 River Road / Unit 104  
Edgewater, N.J. 07020  
Owner in Fee: 774 River Road Associates L.L.C.  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050  
Agent/Contractor: Waterside Construction L.L.C.  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050  
Lic. No./ Bldrs. Reg.No.: 44568 Federal Emp. No.: 55-0878359  
Social Security No.: \_\_\_\_\_

Update Desc. of Wk/Use:  
Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Horn Strobes and Detectors

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT S:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

John Candellmo Construction Official

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Income-plete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE:  
NEW RESIDENTIAL APARTMENT

Building Sub Code  
 Plumbing Sub Code  
 Electrical Sub Code  
 Fire Sub Code  
 Elevator Sub Code  
 Construction Official: [Signature]  
 Date: 10/14/16

BOROUGH OF EDGEWATER  
APPROVED PLAN REVIEW

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
USE GROUP R-2 Previous Current

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location: 774 River Road  
 Edgewater, NJ  
 Owner In Fee: 774 River Road Associates, LLC  
 Address: 1000 Portside Drive  
 Edgewater, NJ 07020  
 Tel.: 201-840-0050  
 License No.: 44568  
 Federal Employee No.: 55-0878359

IDENTIFICATION

Permit # 20140476  
 Date issued 12/3/2014  
 Control # 11685  
 Certificate Application Received:  
 Certificate issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

# CERTIFICATE IDENTIFICATION

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No:  
Type of Warranty Plan:

State  Private  
R-2

Work Site Location: 774 River Road / Unit 105

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Agent/Contractor: Waterside Construction LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No./ Bldrs. Reg.No.: 44568 Federal Imp. No.: 55-0878359

Social Security No.:

## X CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

Maximum Live Load:  
Construction Classification:  
Maximum Occupancy Load:  
Certificate Exp Date:  
Description of Work/Use:

R-2

Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 105

Update Desc. of W/Use:

Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices, Horn Strobes and Detectors

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:  
 Total removal of lead-based paint hazards in scope of work  
 Partial or limited time period ( ) years); see file

## CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use unit

John Candelmo Construction Official

Fees: \$28.00

Paid  X  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE: New Residential Apartment

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below:

BOROUGH OF EDGEWATER  
APPROVED PLAN REVIEW

Signature: \_\_\_\_\_  
Date: 01/16/14  
Building Sub Code \_\_\_\_\_  
Plumbing Sub Code \_\_\_\_\_  
Electrical Sub Code \_\_\_\_\_  
Fire Sub Code \_\_\_\_\_  
Elevator Sub Code \_\_\_\_\_  
Construction Official: [Signature]

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
Previous \_\_\_\_\_ Current \_\_\_\_\_

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location: 774 River Road Block: 71 Lot: 2.02 Qualification Code: 105

Owner in Fee: 774 River Road Associates, LLC Address: 1000 Portside Drive Edgewater, NJ

Contractor: Edgewater, NJ Address: 1000 Portside Drive Edgewater, NJ 07020

License No.: 44568 Federal Employee No.: 55-0878359

Tel.: 201-840-0050

IDENTIFICATION

Permit # 20140476  
Date issued 12/3/2014  
Control # 11685  
Certificate Application Received:  
Certificate issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

Block: 71 Lot: 2.02 Qual:

Work Site Location: 774 River Road / Unit 106

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates I, L.C.

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Agent/Contractor: Waterside Construction LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No./ Bldrs. Reg.No.: 44568 Federal Emp. No.: 55-0878359

Social Security No.:

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

  
John Candellino Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No:

Type of Warranty Plan:  State  Private

Use Group:

R-2

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 106

Update Desc. of Wk/Use:

Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Horn Strobes and Detectors

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period( ) years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNERS/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE:  
New Residential Apartment

BOROUGH OF EDGEWATER  
APPROVED PLAN REVIEW

Signature \_\_\_\_\_  
Date 10/17/16

Building Sub Code \_\_\_\_\_  
Plumbing Sub Code \_\_\_\_\_  
Electrical Sub Code \_\_\_\_\_  
Fire Sub Code \_\_\_\_\_  
Elevator Sub Code \_\_\_\_\_  
Construction Official \_\_\_\_\_

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
USE GROUP R-2 Previous Current

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location 774 River Road  
 Edgewater, NJ  
 Block 71 Lot 2.02 Qualification Code 106  
 Contractor WATERSIDE CONSTRUCTION, LLC  
 Address 1000 PORTSIDE DRIVE  
 Edgewater, NJ 07020  
 Owner In Fee 774 River Road Associates, LLC  
 Address 1000 PORTSIDE DRIVE  
 Edgewater, NJ 07020  
 Tel. 201-840-0050  
 Edgewater, NJ 07020  
 License No. 44568  
 Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476  
Date issued 12/3/2014  
Control # 11685  
Certificate Application Received  
Certificate issued:

APPLICATION FOR  
CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

Block: 71 Lot: 2.02 Qual:

Work Site Location: 774 River Road / Unit 107

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates L.L.C.

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Agent/Contractor: Waterside Construction LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No./ Bids. Reg. No.: 44568 Federal Emp. No.: 55-0878359

Social Security No.:

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

John Candelmo Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No:

Type of Warranty Plan:  State  Private

Use Group:

R-2

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 107

Update Desc. of WK/Use:

Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Horn Strobes and Detectors

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT S:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17. to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(\_\_\_\_ years): see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE: NEW RESIDENTIAL APARTMENT

BOROUGH OF EDGEWATER  
APPROVED PLAN REVIEW

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
Previous \_\_\_\_\_ Current \_\_\_\_\_

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location 774 River Road Block 71 Lot 2.02 Qualification Code 107

Owner in Fee 774 River Road Associates, LLC Address 1000 Portside Drive

Contractor Edgewater, NJ Address 1000 Portside Drive

Tel. 201-840-0050 Tel. 201-840-0050

License No. 44568 Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476  
Date Issued 12/3/2014  
Control # 11685  
Certificate Application Received  
Certificate Issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

Block: 71 Lot: 2.02 Qual: \_\_\_\_\_  
 Work Site Location: 774 River Road / Unit 201  
Edgewater, N.J. 07020  
 Owner in Fee: 774 River Road Associates I.L.C.  
 Address: 1000 Portside Drive  
Edgewater NJ 07020  
 Telephone: 201 840-0050  
 Agent/Contractor: Waterside Costruction L.L.C.  
 Address: 1000 Portside Drive  
Edgewater NJ 07020  
 Telephone: 201 840-0050  
 Lic. No./ Bldrs. Reg.No.: 44568 Federal Emp. No.: 55-0878359  
 Social Security No.: \_\_\_\_\_

# CERTIFICATE IDENTIFICATION

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No: \_\_\_\_\_  
 Type of Warranty Plan:  State  Private  
 Use Group: R-2  
 Maximum Live Load: \_\_\_\_\_  
 Construction Classification: \_\_\_\_\_  
 Maximum Occupancy Load: \_\_\_\_\_  
 Certificate Exp Date: \_\_\_\_\_  
 Description of Work/Use:  
Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 201

Update Desc. of Wk/Use:  
Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Horn Strobes and Detectors

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17. to the following extent:

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period \_\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

  
 John Candelino Construction Official

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE: NEW RESIDENTIAL APARTMENT

Building Sub Code  
 Plumbing Sub Code  
 Electrical Sub Code  
 Fire Sub Code  
 Elevator Sub Code  
 Construction Official

Date: 10/14/16  
 Site: 91216  
APPROVED PLAN REVIEW  
BOURGH OF EDGEWATER

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
USE GROUP: R-2 Previous Current

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

**ACTION**

Work Site Location: 774 River Road  
 Owner In Fee: 774 River Road Associates, LLC  
 Address: 1000 Portside Drive  
 Edgewater, NJ 07020  
 Tel: 201-840-0050  
 License No.: 44568  
 Federal Employee No.: 55-0878359

Contractor: Edgewater, NJ  
 Address: 1000 Portside Drive  
 Edgewater, NJ 07020  
 Tel: 201-840-0050  
 License No.: 44568  
 Federal Employee No.: 55-0878359

**IDENTIFICATION**

Permit # 20140476  
 Date issued 12/3/2014  
 Control # 11685  
 Certificate Application Received:  
 Certificate issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-943 1700

# CERTIFICATE IDENTIFICATION

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 201-40476

Block: 71 Lot: 2.02 Qual:

Work Site Location: 774 River Road / Unit 202

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Agent/Contractor: Waterside Construction LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No./ Bids. Reg.No.: 44568 Federal Emp. No.: 55-0878359

Social Security No.:

Home Warranty No:

Type of Warranty Plan:  State  Private

Use Group: R-2

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 202

Update Desc. of Wk/Use:

Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Horn Strobes and Detectors

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period ( ) years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

*John Camdelino*  
John Camdelino Construction Official

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE:  
New Residential Apartment

Building Sub Code \_\_\_\_\_  
Plumbing Sub Code \_\_\_\_\_  
Electrical Sub Code \_\_\_\_\_  
Fire Sub Code \_\_\_\_\_  
Elevator Sub Code \_\_\_\_\_  
Construction Official \_\_\_\_\_  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

BOROUGH OF EDGEWATER  
APPROVED PLAN REVIEW

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
Previous \_\_\_\_\_ Current \_\_\_\_\_

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location: 774 River Road  
Block 71 Lot 2.02 Qualification Code R02  
Contractor: Edgewater, NJ  
Address: 1000 Portside Drive  
Owner in Fee: 774 River Road Associates, LLC  
Address: 1000 Portside Drive  
Tel: 201-840-0050  
Edgewater, NJ 07020  
License No. 44568  
Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476  
Date Issued 12/3/2014  
Control # 11685  
Certificate Application Received:  
Certificate Issued:

APPLICATION FOR  
CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

Block: 71 Lot: 2.02 Qual:

Work Site Location: 774 River Road / Unit 203

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-4050

Agent/Contractor: Waterside Construction LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No./ Bldrs. Reg. No.: 44568 Federal Emp. No.: 55-0878359

Social Security No.:

# CERTIFICATE IDENTIFICATION

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No:

Type of Warranty Plan:  State  Private

Use Group:

R-2

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 203

Update Desc. of Wk/Use:

Installation of fire alarm panel and devices, Install Fire Sprinkler System, Install Fire Alarm Panel and Devices, Horn Strobes and Detectors

## X CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## CERTIFICATE OF CLEARANCE-LEAD ABATEMENT S:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period( ) years); see file

## CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

  
John Candefino Construction Official

Fees: \$28.00

Paid/ X JCheck No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE: NEW RESIDENTIAL APARTMENT

Building Sub Code \_\_\_\_\_  
 Plumbing Sub Code \_\_\_\_\_  
 Electrical Sub Code \_\_\_\_\_  
 Fire Sub Code \_\_\_\_\_  
 Elevator Sub Code \_\_\_\_\_  
 Construction Official: [Signature]  
 Date: 10/12/16  
 Signature: [Signature]

BOROUGH OF EDGEWATER APPROVED PLAN REVIEW

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

USE GROUP R-2 Previous \$ 100,000 Current \_\_\_\_\_  
FINAL COST OF CONSTRUCTION:

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location: 774 River Road  
 Owner In Fee: 774 River Road Associates, LLC  
 Address: 1000 Portside Drive  
 Edgewater, NJ 07020  
 Tel: 201-840-0050  
 License No. 44568  
 Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476  
 Date Issued 12/3/2014  
 Control # 11685  
 Certificate Application Received  
 Certificate Issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

Block: 71 Lot: 2.02 Qual:

Work Site Location: 774 River Road / Unit 204

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates L.L.C.

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Agent/Contractor: Waterside Construction L.L.C.

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No./ Bldrs. Reg.No.: 44568 Federal Emp. No.: 55-0878359

Social Security No.:

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

  
John Candlino Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No:

Type of Warranty Plan:  State  Private

Use Group:

R-2

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 204

Update Desc. of Wk/Use:

Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devecs. Horn Strobes and Detectors

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17. to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period( years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED:

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE:

NEW RESIDENTIAL APARTMENT

APPROVED PLAN REVIEW  
BOROUGH OF EDGEWATER

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

USE GROUP: R-2  
Previous: \$ 100,000  
Current: \_\_\_\_\_

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location: 774 River Road, Edgewater, NJ

Owner In Fee: 774 River Road Associates, LLC  
Address: 1000 Portside Drive, Edgewater, NJ 07020  
Tel: 201-840-0050

Contractor: Edgewater Construction, LLC  
Address: 1000 Portside Drive, Edgewater, NJ 07020  
License No.: 44568

Federal Employee No.: 55-0878359

IDENTIFICATION

Permit # 20140476  
Date Issued 12/3/2014  
Control # 11685  
Certificate Application Received:  
Certificate Issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

# CERTIFICATE IDENTIFICATION

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 201-40476

Home Warranty No: \_\_\_\_\_  
Type of Warranty Plan:  State |  Private  
Use Group: R-2  
Maximum Live Load: \_\_\_\_\_  
Construction Classification: \_\_\_\_\_  
Maximum Occupancy Load: \_\_\_\_\_  
Certificate Exp Date: \_\_\_\_\_  
Description of Work/Use: Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 205

Block: 71 Lot: 2.02 Qual: \_\_\_\_\_  
Work Site Location: 774 River Road / Unit 205  
Edgewater, N.J. 07020  
Owner in Fee: 774 River Road Associates L.L.C.  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050  
Agent/Contractor: Waterside Construction L.L.C.  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050  
Lic. No./ Bldrs. Reg.No.: 44568 Federal Emp. No.: 55-0878359  
Social Security No.: \_\_\_\_\_

Update Desc. of Wk/Use:  
Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. 10m Strobes and Detectors

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a Temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

John Candellmo Construction Official

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_



I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE: NEW RESIDENTIAL APARTMENT

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

BOROUGH OF EDGEWATER  
APPROVED PLAN REVIEW

Signature \_\_\_\_\_

Date 10/15/14

Building Sub Code \_\_\_\_\_

Plumbing Sub Code \_\_\_\_\_

Electrical Sub Code \_\_\_\_\_

Fire Sub Code \_\_\_\_\_

Elevator Sub Code \_\_\_\_\_

Construction Official \_\_\_\_\_

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
Previous \_\_\_\_\_ Current \_\_\_\_\_

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location 774 River Road Block 71 Lot 2.02 Qualification Code 205

Contractor EDGEWATER, NJ WATERSIDE CONSTRUCTION, LLC

Owner in Fee 774 River Road Associates, LLC Address 1000 Portside Drive

Address EDGEWATER, NJ 07020

Tel. 201-840-0050

Tel. 201-840-0050

License No. 44568

Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476

Date Issued 12/3/2014

Control # 11685

Certificate Application Received \_\_\_\_\_

Certificate Issued \_\_\_\_\_

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

Block: 71 Lot: 2.02 Qual:

Work Site Location: 774 River Road / Unit 206

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Agent/Contractor: Waterside Construction LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No. / Bldrs. Reg. No.: 44568 Federal Emp. No.: 55-0878359

Social Security No.:

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

  
John Candelmo Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No:  
Type of Warranty Plan:  State  Private  
Use Group: R-2  
Maximum Live Load:  
Construction Classification:  
Maximum Occupancy Load:  
Certificate Exp Date:  
Description of Work/Use:  
Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 206

Update Desc. of W/Use:  
Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Deves. Horn Strobes and Detectors

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period( ) years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE: NEW RESIDENTIAL APARTMENT

Building Sub Code \_\_\_\_\_  
Plumbing Sub Code \_\_\_\_\_  
Electrical Sub Code \_\_\_\_\_  
Fire Sub Code \_\_\_\_\_  
Elevator Sub Code \_\_\_\_\_  
Construction Official \_\_\_\_\_  
Date 9/15/14  
Signature [Signature]  
APPROVED PLAN REVIEW  
BOROUGH OF EDGEWATER

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
Previous \_\_\_\_\_ Current \_\_\_\_\_

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location 774 River Road  
Block 71 Lot 2.02 Qualification Code 206  
Contractor EDGEWATER, NJ  
Address 1000 PORTSIDE DRIVE  
Owner in Fee 774 RIVER ROAD ASSOCIATES, LLC  
Address EDGEWATER, NJ 07020  
Tel. 201-840-0050  
License No. 44568  
Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476  
Date Issued 12/3/2014  
Control # 11685  
Certificate Application Received:  
Certificate Issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

# CERTIFICATE IDENTIFICATION

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Block: 71 Lot: 2.02 Qual: \_\_\_\_\_  
Work Site Location: 774 River Road / Unit 207  
Edgewater, N.J. 07020  
Owner in Fee: 774 River Road Associates LLC  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050  
Agent/Contractor: Waterside Construction LLC  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050  
Lic. No./ Bldrs. Reg. No.: 44568 Federal Emp. No.: 55-0878359  
Social Security No.: \_\_\_\_\_

Home Warranty No: \_\_\_\_\_  
Type of Warranty Plan:  State  Private  
Use Group: R-2  
Maximum Live Load: \_\_\_\_\_  
Construction Classification: \_\_\_\_\_  
Maximum Occupancy Load: \_\_\_\_\_  
Certificate Exp Date: \_\_\_\_\_  
Description of Work/Use:  
Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 207

Update Desc. of Work/Use:  
Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Item Strobes and Detectors

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:

  
John Candilino Construction Official

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(\_\_\_\_ years): see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until)

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED:

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE:  
New Residential Apartment

Building Sub Code  
 Plumbing Sub Code  
 Electrical Sub Code  
 Fire Sub Code  
 Elevator Sub Code  
 Construction Official

Signature:   
 Date: 12/3/2014

APPROVED PLAN REVIEW  
 BOROUGH OF EDGEWATER

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
USE GROUP: R-2  
Previous: Current

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location: 774 River Road  
 Edgewater, NJ  
 Owner In Fee: 774 River Road Associates, LLC  
 Address: 1000 Portside Drive  
 Edgewater, NJ 07020  
 Tel: 201-840-0050  
 License No. 44568  
 Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476  
 Date issued 12/3/2014  
 Control # 11685  
 Certificate Application Received:  
 Certificate issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

Block: 71 Lot: 2.02 Qual:

Work Site Location: 774 River Road / Unit 301

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Agent/Contractor: Waterside Construction LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No. / Bids. Reg. No.: 44568 Federal Emp. No.: 55-0878359

Social Security No.:

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

  
John Candolino Construction Official

U.C.C 260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

**CERTIFICATE IDENTIFICATION**

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No:

Type of Warranty Plan:  State  Private

Use Group:

R-2

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 301

Update Desc. of Wk/Use:

Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Horn Strobes and Detectors

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT S:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period ( ) years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_



I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE:  
New Residential Apartment

Building Sub Code \_\_\_\_\_  
 Plumbing Sub Code \_\_\_\_\_  
 Electrical Sub Code \_\_\_\_\_  
 Fire Sub Code \_\_\_\_\_  
 Elevator Sub Code \_\_\_\_\_  
 Construction Official \_\_\_\_\_  
 Date 9/23/16  
 Signature \_\_\_\_\_  
 Approved Plan Review

BOROUGH OF EDGEWATER  
APPROVED PLAN REVIEW

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

USE GROUP R-2  
Previous \$ 100,000  
Current \_\_\_\_\_

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location 774 River Road  
 Edgewater, NJ  
 Block 71 Lot 202 Qualification Code 301  
 Contractor WATERSIDE CONSTRUCTION, LLC  
 Address 1000 Portside Drive  
 Edgewater, NJ 07020  
 Owner in Fee 774 River Road Associates, LLC  
 Address 1000 Portside Drive  
 Edgewater, NJ 07020  
 Tel. 201-840-0050  
 License No. 44568  
 Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476  
 Date Issued 12/3/2014  
 Control # 11685  
 Certificate Application Received:  
 Certificate Issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-943 1700

# CERTIFICATE IDENTIFICATION

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 201-40476

Home Warranty No: \_\_\_\_\_  
Type of Warranty Plan:  State |  Private  
Use Group: R-2  
Maximum Live Load: \_\_\_\_\_  
Construction Classification: \_\_\_\_\_  
Maximum Occupancy Load: \_\_\_\_\_  
Certificate Exp Date: \_\_\_\_\_  
Description of Work/Use: \_\_\_\_\_  
Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 302

Block: 71 Lot: 2.02 Qual: \_\_\_\_\_  
Work Site Location: 774 River Road / Unit 302  
Edgewater, N.J. 07020  
Owner in Fee: 774 River Road Associates LLC  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050

Agent/Contractor: Waterside Construction L.L.C.  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050

Lic. No./ Bldrs. Reg. No.: 44568 Federal Emp. No.: 55-0878359  
Social Security No.: \_\_\_\_\_

Update Desc. of Wk/Use:  
Installation of fire alarm panel and devices. Install Fire Sprinkler System, Install Fire Alarm Panel and Devices, Horn Strobes and Detectors

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period( \_\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

  
John Candilmo Construction Official

Fees: \$28.00  
Paid  Check No.: 2130  
Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE: NEW RESIDENTIAL APARTMENT

Building Sub Code \_\_\_\_\_  
Plumbing Sub Code \_\_\_\_\_  
Electrical Sub Code \_\_\_\_\_  
Fire Sub Code \_\_\_\_\_  
Elevator Sub Code \_\_\_\_\_  
Construction Official \_\_\_\_\_  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

APPROVED PLAN REVIEW  
BOROUGH OF EDGEWATER

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.  
Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
USE GROUP R-2 Previous \_\_\_\_\_ Current \_\_\_\_\_

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location 774 River Road Block 71 Lot 2.02 Qualification Code 302  
Owner In Fee 774 River Road Associates, LLC Address 1000 Portside Drive  
Address 1000 Portside Drive Edgewater, NJ 07020  
Tel. 201-840-0050 Edgewater, NJ 07020  
License No. 44568 Tel. 201-840-0050  
Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476  
Date issued 12/3/2014  
Control # 11685  
Certificate Application Received:  
Certificate issued:

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-943 1700

# CERTIFICATE IDENTIFICATION

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No: \_\_\_\_\_  
Type of Warranty Plan:  State  Private  
Use Group: R-2  
Maximum Live Load: \_\_\_\_\_  
Construction Classification: \_\_\_\_\_  
Maximum Occupancy Load: \_\_\_\_\_  
Certificate Exp Date: \_\_\_\_\_  
Description of Work/Use:  
Construction of new residential building with 21 Units. Certificate of Occupancy for Unit  
303

Block: 71 Lot: 2.02 Qual: \_\_\_\_\_  
Work Site Location: 774 River Road / Unit 303  
Edgewater, N.J. 07020  
Owner in Fee: 774 River Road Associates L.L.C.  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-4050

Agent/Contractor: Waterside Construction L.L.C.  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050

Lic. No. / Bldrs. Reg. No.: 44568 Federal Emp. No.: 55-0878359  
Social Security No.: \_\_\_\_\_

Update Desc. of Work/Use:  
Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm  
Panel and Devices. Horn Strobes and Detectors

## CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the  
New Jersey Uniform Construction Code and is approved for occupancy.

## CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with  
the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor  
work, this certificate was based upon what was visible at the time of inspection.

## TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be  
met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:

## CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per  
NJAC 5:17. to the following extent:

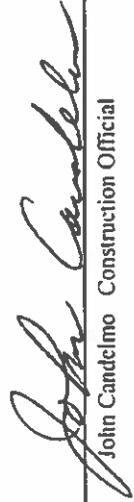
Total removal of lead-based paint hazards in scope of work  
 Partial or limited time period(\_\_\_\_ years); see file

## CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there  
are no imminent hazards and the building is approved for continued occupancy.

## CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or  
maintained in accordance with the New Jersey Uniform Construction Code and is approved for  
use until \_\_\_\_\_

  
John Candelmo Construction Official

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE:  
New Residential Apartment

APPROVED PLAN REVIEW  
BOROUGH OF EDGEWATER  
Signature: \_\_\_\_\_ Date: 12/16/14  
Building Sub Code \_\_\_\_\_  
Plumbing Sub Code \_\_\_\_\_  
Electrical Sub Code \_\_\_\_\_  
Fire Sub Code \_\_\_\_\_  
Elevator Sub Code \_\_\_\_\_  
Construction Official: \_\_\_\_\_

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

USE GROUP: R-2  
Previous: \$ 100,000  
Current: \_\_\_\_\_

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location: 774 River Road  
Block: 71 Lot: 2.02 Qualification Code: 303  
Contractor: Edgewater, NJ  
1000 Portside Drive Construction, LLC  
Owner In Fee: 774 River Road Associates, LLC  
Address: 1000 Portside Drive  
Edgewater, NJ 07020  
Tel: 201-840-0050  
Tel: 201-840-0050  
License No.: 44568  
Federal Employee No.: 55-0878359

IDENTIFICATION

Permit # 20140476  
Date Issued 12/3/2014  
Control # 11685  
Certificate Application Received:  
Certificate Issued:

APPLICATION FOR  
CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

Block: 71 Lot: 2.02 Qual:

Work Site Location: 774 River Road / Unit 304

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Agent/Contractor: Waterside Construction LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No./ Bldrs. Reg. No.: 44568 Federal Emp. No.: 55-0878359

Social Security No.:

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

  
John Candellmo Construction Official

U.C.C.260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

**CERTIFICATE IDENTIFICATION**

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No:

Type of Warranty Plan:  State  Private

Use Group:

R-2

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:  
Construction of new residential building with 21 Units, Certificate of Occupancy for Unit 304

Update Desc. of Wk/Use:

Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Horn Strobes and Detectors

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period( ) years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE:  
New Residential Apartment

Building Sub Code \_\_\_\_\_  
Plumbing Sub Code \_\_\_\_\_  
Electrical Sub Code \_\_\_\_\_  
Fire Sub Code \_\_\_\_\_  
Elevator Sub Code \_\_\_\_\_  
Construction Official \_\_\_\_\_  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

BOROUGH OF EDGEWATER  
APPROVED PLAN REVIEW

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
USE GROUP R-2 Previous Current

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location 774 River Road  
Edgewater, NJ  
Owner In Fee 774 River Road Associates, LLC  
Address 1000 Portside Drive  
Edgewater, NJ 07020  
Tel. 201-840-0050  
License No. 44568  
Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476  
Date Issued 12/3/2014  
Control # 11685  
Certificate Application Received  
Certificate Issued:

APPLICATION FOR  
CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

Block: 71 Lot: 2.02 Qual: \_\_\_\_\_

Work Site Location: 774 River Road / Unit 305

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Agent/Contractor: Waterside Construction LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No./ Bldrs. Reg.No.: 44568

Federal Emp. No.: 55-0878359

Social Security No.: \_\_\_\_\_

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:

  
John Camdelmo Construction Official

U.C.C 260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

**CERTIFICATE IDENTIFICATION**

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No: \_\_\_\_\_

Type of Warranty Plan:  State  Private

R-2

Use Group: \_\_\_\_\_

Maximum Live Load: \_\_\_\_\_

Construction Classification: \_\_\_\_\_

Maximum Occupancy Load: \_\_\_\_\_

Certificate Exp Date: \_\_\_\_\_

Description of Work/Use: \_\_\_\_\_

Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 305

Update Desc. of Wk/Use: \_\_\_\_\_

Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Horn Strobes and Detectors

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_  
I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

**BOROUGH OF EDGEWATER**  
**APPROVED PLAN REVIEW**  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Building Sub Code \_\_\_\_\_  
Plumbing Sub Code \_\_\_\_\_  
Electrical Sub Code \_\_\_\_\_  
Fire Sub Code \_\_\_\_\_  
Elevator Sub Code \_\_\_\_\_  
Construction Official \_\_\_\_\_

DESCRIPTION OF WORK/USE:  
**New Residential Apartment**

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below:  
Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
USE GROUP R-2 Previous Current

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

**ACTION**

Work Site Location 774 River Road Edgewater, NJ  
Owner In Fee 774 River Road Associates, LLC  
Address 1000 Portside Drive Edgewater, NJ 07020  
Tel. 201-840-0050  
License No. 44568  
Federal Employee No. 55-0878359

**IDENTIFICATION**

Permit # 20140476  
Date Issued 12/3/2014  
Control # 11685  
Certificate Application Received:  
Certificate Issued:

**APPLICATION FOR CERTIFICATE**





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

Block: 71 Lot: 2.02 Qual:

Work Site Location: 774 River Road / Unit 306

Edgewater, N.J. 07020

Owner in Fee: 774 River Road Associates LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Agent/Contractor: Waterside Construction LLC

Address: 1000 Portside Drive

Edgewater NJ 07020

Telephone: 201 840-0050

Lic. No./ Bldrs. Reg.No.: 44568 Federal Emp. No.: 55-0878359

Social Security No.:

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

*John Candello*  
John Candello Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No:

Type of Warranty Plan:  State  Private

Use Group: R-2

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 306

Update Desc. of Work/Use:

Installation of fire alarm panel and devices, Install Fire Sprinkler System, Install Fire Alarm Panel and Devices, Horn Strobes and Detectors

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$28.00

Paid  Check No.: 2130

Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE: NEW RESIDENTIAL APARTMENT

Building Sub Code \_\_\_\_\_  
Plumbing Sub Code \_\_\_\_\_  
Electrical Sub Code \_\_\_\_\_  
Fire Sub Code \_\_\_\_\_  
Elevator Sub Code \_\_\_\_\_  
Construction Official [Signature]

APPROVED PLAN REVIEW  
BOROUGH OF EDGEWATER

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

USE GROUP R-2 Previous 100,000 Current \_\_\_\_\_  
FINAL COST OF CONSTRUCTION: \$ \_\_\_\_\_

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location 774 River Road  
Contractor EDGEWATER, NJ  
Address 1000 PORTSIDE DRIVE  
Tel. 201-840-0050  
Tel. 201-840-0050  
License No. 44568  
Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476  
Date Issued 12/3/2014  
Control # 11685  
Certificate Application Received  
Certificate Issued

APPLICATION FOR CERTIFICATE





Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

# CERTIFICATE IDENTIFICATION

Date Issued: 10/17/2016  
Control #: 11685  
Permit #: 20140476

Home Warranty No: \_\_\_\_\_  
Type of Warranty Plan: \_\_\_\_\_  
Use Group: R-2  
Maximum Live Load: \_\_\_\_\_  
Construction Classification: \_\_\_\_\_  
Maximum Occupancy Load: \_\_\_\_\_  
Certificate Exp Date: \_\_\_\_\_  
Description of Work/Use: Construction of new residential building with 21 Units. Certificate of Occupancy for Unit 307

Block: 71 Lot: 2.02 Qual: \_\_\_\_\_  
Work Site Location: 774 River Road / Unit 307  
Edgewater, N.J. 07020  
Owner in Fee: 774 River Road Associates LLC  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050  
Agent/Contractor: Waterside Construction LLC  
Address: 1000 Portside Drive  
Edgewater NJ 07020  
Telephone: 201 840-0050  
Lic. No./ Bids. Reg.No.: 44568 Federal Emp. No.: 55-0878359  
Social Security No.: \_\_\_\_\_

Update Desc. of Wk/Use:  
Installation of fire alarm panel and devices. Install Fire Sprinkler System. Install Fire Alarm Panel and Devices. Horn Strobes and Detectors

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period (\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

  
John Candellmo Construction Official

Fees: \$28.00  
Paid  Check No.: 2130  
Collected by: JC

OWNER  AGENT

OWNER/AGENT

SIGNED: \_\_\_\_\_

I hereby attest that to the best of my knowledge, the completed project meets the conditions of the construction permit and all prior approvals, and all work has been completed substantially in accordance with the code and with those portions of the plans and specifications controlled by the code, with any substantial deviations noted. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate.

DESCRIPTION OF WORK/USE: NEW RESIDENTIAL APARTMENT

Building Sub Code \_\_\_\_\_  
Plumbing Sub Code \_\_\_\_\_  
Electrical Sub Code \_\_\_\_\_  
Fire Sub Code \_\_\_\_\_  
Elevator Sub Code \_\_\_\_\_  
Construction Official: [Signature]

APPROVED PLAN REVIEW  
BOROUGH OF EDGEWATER

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below  
Describe below any substantive deviation in dimension, lay out or appearance of the building or structure from the released plans and specifications filed with the construction permit application. Please note, a set of amended drawings may be required.

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

FINAL COST OF CONSTRUCTION: \$ 100,000  
USE GROUP R-2 Previous \_\_\_\_\_ Current \_\_\_\_\_

- CERTIFICATE OF OCCUPANCY
- CERTIFICATE OF CONTINUED OCCUPANCY
- LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
- TEMPORARY CERTIFICATE OF OCCUPANCY

ACTION

Work Site Location: 774 River Road  
Owner in Fee: 774 River Road Associates, LLC  
Address: 1000 Portside Drive  
Edgewater, NJ 07020  
Tel: 201-840-0050  
License No. 44568  
Federal Employee No. 55-0878359

IDENTIFICATION

Permit # 20140476  
Date Issued 12/3/2014  
Control # 11685  
Certificate Application Received:  
Certificate Issued:

APPLICATION FOR CERTIFICATE

