

Zoning Report

45 River Road 8 Somerset Lane Edgewater, NJ 07020

Prepared For:

Greystone Servicing Company, LLC and Fannie Mae

As of:

July 1, 2022

Armada Job Reference No.:

253701

104 S Main St, Suite 500, Greenville, SC 29601 www.armadaanalytics.com (800) 480-3050

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Executive Summary

At A Glance				
Conformance Status:	Legal Conforming			
Legal Nonconforming Characteristics:	None			
Right to Rebuild:	The subject is a legal conforming use and structure and may be fully rebuilt as is in the event of any level of destruction.			
Insurance Recommendation:	Law and ordinance insurance is not required per Fannie Mae guidelines.			
Structural Reconstruction Stress Analysis:	An analysis is not required as the subject can be rebuilt fully regardless of the level of damage.			

Zoning Data				
Zoning Jurisdiction:	Borough of Edgewater, NJ			
Zaning District	SWR, Southern Waterfront			
Zoning District:	Redevelopment			
Zoning Ordinance Date:	February 16, 2021			
Current Use Permitted:	Yes			
	Zoning- No			
Open Code Violations:	Building- No			
	Fire- No			

Property Data				
Property Type:	Multifamily			
Year Built:	2021			
Units:	77			
Buildings:	1			
Site Acreage:	0.89 Acres			
Site Square Footage:	39,103 SF			
Certificates of Occupancy:	Yes; attached in the appendix			

	Conformance Status	Required	Subject
Building Requirements			
Building Height (max.)	Yes	6 stories/70'	6 stories/60'
Density - units (max.)	Yes	See Page 3	77
Lot Requirements			
Lot Area (min.)	Yes	See Page 4	39,103 SF
Building Separation (min.)	Yes	30'	>30'
Building/impervious Coverage (max.)	Yes	See Page 4	See Page 4
Parking Requirements			
Off-Street Parking (min.)	Yes	62	62



Page: 1 of 30

Zoning District and Permitted Use

The Borough of Edgewater, NJ's SWR Southern Waterfront Redevelopment district is intended to allow for a walkable development involving a mixture of compatible residential, commercial, and related activities, according to the general standard prescribed in § 5 of the Unilever Redevelopment Plan.

Legal Conforming: The use of Multifamily is a permitted use by right within the SWR Southern Waterfront Redevelopment district. The bulk requirements of redevelopment plan are for the entire development plan and not specific lots. As such, the only requirements that can be specifically applied to the subject are building height, separation and parking.

Overlay District:	No
Conditional Use:	No
Special Use Permit:	No
Variances:	No

Adjacent Zoning

Adjacent Zoning				
Direction	Zoning District			
North:	SWR: Southern Waterfront Redevelopment			
South:	Somerset Lane SWR: Southern Waterfront Redevelopment			
East:	SWR: Southern Waterfront Redevelopment			
West:	Pembroke Lane SWR: Southern Waterfront Redevelopment			



Building Requirements

Building Height: Per § 5 of the Unilever Redevelopment Plan, a Multifamily property in the SWR Southern Waterfront Redevelopment district must not exceed a maximum height of 6 stories/70'.

Legal Conforming: The subject building is a six-story structure that is estimated to be 60' in height.

Density - units: Per § 5 of the Unilever Redevelopment Plan, the entire redevelopment tract must not exceed a density of 595 units.

Legal Conforming: Armada is not aware of how many units are in the redevelopment tract. The subject offers 77 units. Per the ZVL, the subject is permitted for 77 dwelling units.



Lot Requirements

Lot Area: Per § 5 of the Unilever Redevelopment Plan, the entire redevelopment tract must have a minimum lot area of 20 acres

Legal Conforming: The redevelopment area is approximately 23 acres. The subject has a lot area of 0.89 acres.

Property Line Setback: Per § 5 of the Unilever Redevelopment Plan, the entire redevelopment tract must be set back a minimum of 25' from the River Road, 20' from the southern property line, and 10' from the northern property line.

Legal Conforming: The subject property does not border the perimeter of the redevelopment area, so the setback requirements do not apply.

Building Separation: Per § 5 of the Unilever Redevelopment Plan, a Multifamily property in the SWR Southern Waterfront Redevelopment district must provide a minimum separation of 30' between structures.

Legal Conforming: While an exact measurement is not available, based on visual review of Google Earth, the subject is estimated to conform to the Building Separation requirement.

Building/impervious Coverage: Per § 5 of the Unilever Redevelopment Plan, the entire redevelopment tract must not exceed a maximum Building/impervious Coverage of 45%/85%.

Legal Conforming: Armada is not able to calculate the coverage of the entire redevelopment tract. This requirement is not specific to the subject property.



Parking Requirements

Off-Street Parking: Per § 5 of the Unilever Redevelopment Plan, the minimum off-street parking requirements for Multifamily properties are based on the following:

- One-bedroom units 0.8 spaces per dwelling unit
- Two-bedroom units 1.3 spaces per dwelling unit
- Three-bedroom units 1.9 spaces per dwelling unit

Legal Conforming: The subject is required to have a minimum of 62 parking spaces [(66 one-bedroom units X 0.8 spaces) + (1 two-bedroom unit X 1.3 spaces)]. The subject has 62 parking spaces.



Reconstruction

Legal nonconforming uses, buildings and/or structures: Per § 240-120 of the zoning code, a nonconforming use shall be considered abandoned if it is terminated by the owner, if a nonconforming use involving a structure is discontinued for 12 consecutive months, or if a nonconforming use of land without structure(s) ceases for a period of six months. The subsequent use of the abandoned building, structure and/or land shall be in conformity with this chapter.

Per § 240-122.A of the zoning code, any nonconforming building, structure or use which has been condemned or damaged by fire, explosion, flood, windstorm or act of God shall be examined by the following three people: the Borough Engineer, the owner or an architect or engineer selected by the owner, and a third person agreed to by the Borough Engineer and the owner. If the value of repairing the condition is greater than 50% of the value of replacing the entire structure, it shall be considered completely destroyed and may be rebuilt to the original specifications only upon approval of a use variance as provided by state statutes.

Per § 240-122.B of the zoning code, where the value of repairing the condition is determined to be less than 50% of the value of replacing the entire structure, the nonconforming structure or use may be rebuilt and used for the same purpose as before, provided that it does not exceed the height, area and bulk of the original structure. The reconstruction shall commence within 12 consecutive months of the date the building was damaged or condemned with the reconstruction carried out without interruption; otherwise the damaged structure shall not be rebuilt as a nonconforming use or building.

The subject is a legal conforming use and structure and may be fully rebuilt as is in the event of any level of destruction.



Code Violations

Code	Violations	Source
Open Zoning Code Violations?	No	John Candelmo; Construction Official; see ZVL below
Open Building Code Violations?	No	John Candelmo; Construction Official; see ZVL below
Open Fire Code Violations?	No	John Candelmo; Construction Official; see ZVL below



Fannie Mae Requirements

Current Zoning or Land Use: The Lender must verify the current zoning or land use designation for the property and determine whether the property conforms to the current zoning or land use designation.

The subject is currently zoned SWR Southern Waterfront Redevelopment and is a legal conforming use.

Certificates of Occupancy: All units in Non-Recently Completed Properties shall have had at some point in time a Certificate of Occupancy issued by the applicable governmental authority. The Lender must use all reasonable efforts to obtain copies of all Certificates of Occupancy. If the Lender cannot obtain copies of all Certificates of Occupancy or other sufficient evidence that Certificates of Occupancy for all units in the Property have been issued because of the age of the Property or other reasonable cause, the Lender must use its judgment whether to proceed with the transaction and evidence its reason for proceeding in the Lender's Transaction Approval Memo.

Certificates of Occupancy covering the subject are attached in the appendix.

Restoration: If the property is a legal non-conforming use, the Lender must assess whether the Mortgage can be supported in the event of a casualty that results in the Borrower's inability to rebuild the improvements on the Property to the density level immediately prior to such casualty, taking into consideration the Borrower's insurance coverages and the continued use, marketability and economic viability of the Property in the event of full or partial destruction of the Property. The Lender must take the following into account in its underwriting:

- the percentage of damage that could occur before the property would be forced to comply with current zoning requirements,
- the property characteristics to which the percentage applies (e.g., market value, assessed value, replacement cost or unit count),
- for multiple building properties, whether the test applies to a single building or the complex as a whole,
- the amount and type of insurance coverage maintained by the applicable Borrower.

The subject is a legal conforming use and structure and may be fully rebuilt as is in the event of any level of destruction.



Fannie Mae Requirements (Continued)

Law and Ordinance Coverage: For properties that have any type of non-conformance under current building, zoning, land use laws, or ordinances, law and ordinance coverage shall be required if the subject may not be fully rebuilt "as-is". Furthermore, coverage must be obtained for any Property with a construction date 25 years or more before closing.

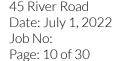
- Coverage A Loss of Undamaged Portion of the Property, in an amount equal to (i) 100% of the full replacement cost of the Property less the damage threshold of the local building ordinance, or (ii) 50% if the threshold of the local building ordinance is not explicitly stated.
- Coverage B Demolition/Debris Removal Cost: Minimum 10% of the full replacement cost of the Property.
- Coverage C Increased Cost of Construction: Minimum 10% of the full replacement cost of the Property.

The subject is a legal conforming use and structure. Furthermore, the subject is under 25 years of age; therefore, law and ordinance insurance is not required per Fannie Mae guidelines.



Fannie Mae Reliance Language

This report is for the use and benefit of, and may be relied upon by Greystone Servicing Company, LLC, Fannie Mae and any successors and assigns ("Lender"); independent auditors, accountants, attorneys and other professionals acting on behalf of Lender; governmental agencies having regulatory authority over Lender; designated persons pursuant to an order or legal process of any court or governmental agency; prospective purchasers of the Mortgage; and with respect to any debt (or portion thereof) and/or securities secured, directly or indirectly, by the Property which is the subject of this report, the following parties and their respective successors and assigns: any placement agent or broker/dealer and any of their respective affiliates, agents and advisors; any initial purchaser or subsequent holder of such debt and/or securities; any Servicer or other agent acting on behalf of the holders of such debt and/or securities; any indenture trustee; any rating agency; and any institutional provider from time to time of any liquidity facility or credit support for such financings. In addition, this report, or a reference to this report, may be included or quoted in any offering circular, information circular, offering memorandum, registration statement, private placement memorandum, prospectus or sales brochure (in either electronic or hard copy format) in connection with a securitization or transaction involving such debt (or portion thereof) and/or securities.





Contact and Sources

Zoning General Contact:

Armada Analytics, Inc. Attn: Zoning Department 104 South Main St., Suite 500 Greenville, SC 29601 (800) 480-3050

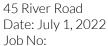
Written By:

Chas Edmondson, Senior Zoning Analyst CEdmondson@ArmadaAnalytics.com 678-743-1093

Reviewed By:

Ainsley Weatherford, Assistant Vice President AWeatherford@ArmadaAnalytics.com 864-751-9070

Armada Analytics, Inc. has relied on information provided by the following sources:				
	Borough of Edgewater, NJ			
Municipality:	John Candelmo; Construction Official			
	201.943.1700			
	Schan Associates			
Survey:	ALTA/ACSM Survey dated 11/21/2020			
	Prepared by Andre Schan; NJ PLS#30749			
Fannie Mae Requirements:	AllRegs Online			



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Approval Documents



BOROUGH OF EDGEWATER RESOLUTION

COUNCILPERSON	YES	No	ABSTAIN	ABSENT	DATE:	February 18, 2014
HENWOOD	1				RESOLUTION NO.	Ord. 1503 . <u>2014 R-1</u>
DORAN	1				INTRODUCED BY;	L. 00000)
MONTE	i de la companya della companya della companya de la companya della companya dell					
VIDAL	1				SECOND BY:	OBMOJORRAGO. A
JORDAN						•
BARTOLOMEO					_	
MAYOR						

WHEREAS AN ORDINANCE OF THE BOROUGH OF EDGEWATER, COUNTY OF BERGEN, NEW JERSEY AMENDING, SUPPLEMENTING AND REAFFIRMING THE DEVELOPMENT PROJECT REDEVELOPMENT PLAN FOR THE Ipark PROPERTY Was introduced on February 18 2014, and passes its first reading and will be considered for final passage and public hearing on April 21, 2014 at 7:00 pm at the Edgewater, Municipal Building, 55 River Road, Edgewater, New Jersey.

I hereby certify that the above Resolution was adopted by the Mayor and Council on February 18, 2014.

BARBARA RAE, RMC, CMC

Borough Clerk

BOROUGH OF EDGEWATER ORDINANCE NO. 1503-2014

AN ORDINANCE OF THE BOROUGH OF EDGEWATER, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING, SUPPLEMENTING AND REAFFIRMING THE DEVELOPMENT PROJECT REDEVELOPMENT PLAN FOR THE i PARK PROPERTY

WHEREAS, pursuant to *N.J.S.A* 40A:12A-1, *et seq*. (the "Local Redevelopment and Housing Law" or "LRHL"), a municipal Governing Body may undertake the redevelopment of a portion of the municipality and designate a property or properties as being "in need of redevelopment" and otherwise exercise the powers set forth in the LRHL; and

WHEREAS, in 2005, pursuant to *N.J.S.A.* 40A:12A-4b, the Planning Board conducted the appropriate studies, prepared the boundaries of an "area in need of redevelopment," held public hearings, and made recommendations that certain properties within the Borough consisting of approximately 23.1 acres of uplands areas fall within an area in need of redevelopment; and

WHEREAS, the Governing Body accepted said recommendations; and

WHEREAS, the Governing Body authorized the preparation of a Redevelopment Plan, and charged the Planning Board with undertaking the preparation of said Plan and assuring that same is consistent with the municipal Master Plan; and

WHEREAS, the Planning Board recommended that the Governing Body adopt the Redevelopment Plan and any Ordinances necessary to implement said Plan; and

WHEREAS, the Governing Body, by and through the adoption of Ordinance No.1349-2006, adopted and implemented the Redevelopment Plan; and

WHEREAS, pursuant to *N.J.S.A.* 40A:12A-7e and -7f, the Governing Body is authorized to request that the Planning Board prepare revisions or amendments to an existing Redevelopment Plan; and

WHEREAS, the Planning Board engaged the services of Kathryn Gregory, P.P., (hereinafter "Planner") to assist the Borough in amending the Redevelopment Plan; and

WHEREAS, pursuant to the requests of the Governing Body and the Planning Board, the Planner has reviewed the existing Redevelopment Plan and has proposed modifications to the Redevelopment Plan; and

WHEREAS, after passage on first reading, this Ordinance shall be referred to the Planning Board for its recommendations concerning the Redevelopment Plan modifications, to be submitted within 45 days hereof.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Edgewater, that modifications to the Redevelopment Plan attached hereto and made a part hereof are hereby expressly adopted and approved for the Redevelopment Area.

ATTEST:	JAMES DELANEY, Mayor
BARBARA RAE, RMC, CMC Borough Clerk	
INTRODUCED;	
ADOPTED:	
APPROVED:	

Amended and Restated Redevelopment Plan

Unilever Redevelopment Area

Block 99, Lots 1, 1.02, 1.03, 1.04, 1.05, 1.07, 1.08, 1.09, 1.12, 1.14, 3, 4 and 5

Borough of Edgewater, New Jersey

BOROUGH OF EDGEWATER

August 2013

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1 Introduction

This amended and restated redevelopment plan has been prepared for a property commonly known as the Unilever tract located in the Borough of Edgewater, Bergen County, New Jersey. It amends and supplements the redevelopment plan for this site that was originally adopted in 2005. Pursuant to the provisions of the Local Redevelopment and Housing Law ("LRHL"), the Borough of Edgewater has designated the Unilever tract, an area of 48.68 acres including approximately 23.1 acres of uplands and nearly 26 acres of riparian land, as an "area in need of redevelopment." The property, initially identified as Block 99 Lots 1, 3, 4 and 5 but, pursuant to subsequent subdivisions, is now identified as Block 99 Lots 1, 1.02, 1.03, 1.04, 1.05, 1.07, 1.08, 1.09, 1.12, 1.14, 3, 4 and 5 on Borough tax maps, is located on the east side of River Road south of its intersection with Gorge Road. It is heretofore referred to as the "redevelopment area" and that designation remains unchanged.

The Borough Council, following its adoption of a resolution designating the site a redevelopment area pursuant to the Planning Board's recommendation, directed the Planning Board to prepare a redevelopment plan, which was adopted in 2005. While the site has been partially redeveloped in accordance with the original plan, a number of changes have occurred since the plan's adoption, including the well-recognized financial recession and changing market conditions, to warrant changes to the development regulations for the redevelopment area. This amended and restated plan is designed to affirmatively address the statutory requirements set forth in the LRHL, identifying the plan's relationship to local land use objectives, and enumerating the uses that may be permitted in the area consistent with market conditions, along with regulatory controls governing the proposed intensity and distribution of those uses. The plan incorporates the philosophy and policies of the State's smart growth initiatives, envisioning the creation of a mixed-use commercial and residential community that promotes a pedestrian-friendly environment combining retail uses and residences in an attractive comprehensively integrated format.

2 Statutory Criteria

The LRHL identifies the required elements that must be incorporated into a redevelopment plan. The statute provides that the redevelopment plan is to include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

- A. The relationship to definite local objectives as to appropriate land uses, density of population, improved traffic and public transportation, public utilities, recreational and community facilities and other improvements;
- B. Proposed land uses and building requirements in the project area;
- C. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to whore decent, safe and sanitary dwelling units affordable to displaces residents will be available to them in the existing housing market;
- D. An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan;
- E. Any significant relationship of the redevelopment plan to the master plans of contiguous municipalities, County Master Plan, and State Development and Redevelopment Plan.

3 Redevelopment Area Description

The redevelopment area is comprised of parcels designated as Block 99, Lots 1, 1.02, 1.03, 1.04, 1.05, 1.07, 1.08, 1.09, 1.12, 1.14, 3, 4 and 5. The redevelopment area occupies an area of approximately 49 acres, including approximately 23.1 acres of uplands and approximately 26 acres of riparian land. It has approximately 1,700 feet of frontage along River Road and an upland depth ranging from 350 feet at the southern end of the tract to approximately 600 feet at the northern end of the tract. The redevelopment area's total depth, including riparian lands, is approximately 2,000 feet. The redevelopment area was formerly developed as a research facility that was occupied by Unilever Research, the former owner of the redevelopment area. All of the buildings that formerly occupied the site have been removed with the exception of two buildings that have been or will be renovated and reoccupied with new uses.

4 Surrounding Development Pattern

The redevelopment area is located in an area containing a variety of uses. Business, office, retail and residential uses are all located in the immediate and general vicinity of the site. For example, to the north of the redevelopment area along the easterly side of River Road is an office building at 115 River Road, followed by a vacant parcel that is designated as a Superfund site by the Environmental Protection Agency (EPA). At the intersection of River Road and Gorge Road is the City Place mixed-use residential-commercial complex. On the west side of River Road south of Gorge Road are several parcels developed with commercial uses. To the south of the redevelopment area is North Bergen Township. On the westerly side of River Road in North Bergen is a mix of commercial uses and residential uses. The easterly side of River Road in this area contains several residential developments and some vacant parcels.

5 Development Regulations

A. INTRODUCTION

This section of the redevelopment plan provides standards for the continued redevelopment of the redevelopment area. The plan is designed to enable the redevelopment area to accommodate residential uses, including multi-family and townhouse dwelling units, and non-residential uses such as retail and service-oriented businesses, in a comprehensive integrated format consistent with the surrounding development patterns. The plan also provides for community amenities including a new municipal building, public access to the waterfront, open spaces, a pier and a potential ferry landing to serve local residents.

The redevelopment plan identifies development regulations designed to enhance the use of the site for the above noted activities, provide safe and efficient vehicular and pedestrian circulation, adequate parking and substantive landscape and aesthetic amenities. At the end of this report is an appendix that includes a map for illustrative purposes only. This map includes a conceptual site layout providing prospective distribution of uses. The plan components are detailed below. These regulations serve as the redevelopment plan for the area, which shall continue to be referred to as the Southern Waterfront Redevelopment (SWR) Zone.

B. PURPOSE

The purpose and intent of the SWR Zone is to allow for a walkable development involving a mixture of compatible residential, commercial, and related activities and public spaces to be accommodated in a group of structures designed to enhance and promote the redevelopment of the southern waterfront of the Borough of Edgewater. The planning of this area is designed to encourage an integrated, comprehensive design with respect to the location and relationship of buildings, parking, landscaping, architectural elements, public open space areas, environmental features, roads, pedestrian walkways, access to the surrounding road network, utilities and municipal facilities; provide a design that incorporates a pedestrian-friendly arrangement of buildings and related features to facilitate a specified character comprised of a street grid arrangement, buildings close to streets, sidewalks along streets and on-street parking; encourage public use along the water's edge through the development of a waterfront walkway and associated adjacent areas wherein substantive outdoor seating areas, outdoor cafes and similar activities are oriented in order to take maximum advantage of the views of the river and New York skyline.

C. LAND USES

In the SWR Zone, no building or structures shall be erected nor shall any land or building be designed, used or intended to be used for any purpose other than the following.

1. Permitted Principal Uses

- a. Multi-family residential dwelling units, including mid-rise and townhouse buildings.
- b. Retail trade and service establishments, excluding automobile sales and gas station establishments.
- c. Eating and drinking establishments, including outdoor dining, subject to §240-141 of the Land Use Ordinance of the Borough of Edgewater.
- d. Banks and financial institutions.
- e. Offices and professional uses.
- f. Hotels. Limited to 160 rooms.
- g. Child care centers, subject to §240-125 of the Land Use Ordinance of the Borough of Edgewater.
- h. Municipal buildings and facilities. A minimum of 1.5 acres in the west-central portion for of the SWR Zone shall be set aside for municipal use.
- i. Parks and playgrounds.
- j. Ferry landing.

2. Permitted Conditional Uses

Essential services, subject to §240-142 of the Land Use Ordinance of the Borough of Edgewater.

3. Permitted Accessory Uses and Structures

- a. Off-street parking and loading facilities.
- b. Parking garages.
- c. Signs.
- d. Fences and walls.
- e. Outdoor passive recreation amenities.
- f. Other customary accessory uses and buildings that are clearly incidental to the principal uses and buildings permitted in this zone.

D. SUPPLEMENTAL REGULATIONS CONCERNING SPECIFIC USES

1. Multiple Buildings and Uses on a Lot

Multiple buildings and uses shall be permitted on lots in the SWR Zone.

2. Affordable Housing

Pursuant to the Borough's adopted Housing Element and Fair Share Plan, the developer shall provide affordable housing units on site. The number of units shall be based upon the maximum number of units required under the applicable regulations in effect as of the date of the issuance of the last final certificate of occupancy for market rate units, but shall not exceed 75 affordable housing units. All units set aside for low- and moderate-income households shall be in accordance with the provisions of this section and subject to the rules of the Council on Affordable Housing and the Borough of Edgewater Housing Element and Fair Share Plan.

Non-residential development in the redevelopment area shall not be subject to the payment of development fees.

3. Hudson River Waterfront Walkway

- a. The design of the waterfront walkway shall comply with all requirements set forth by §240-106 of the Land Use Ordinance of the Borough of Edgewater.
- b. The waterfront walkway design, materials, plantings, lighting, streetscape furniture and any design element should be consistent and integrated with the overall concept for the zone to promote a comprehensive design.

4. Ferry Landing

- a. A ferry slip service may be provided on-site.
- b. The ferry stop is permitted to operate seven days per week.
- c. No commuter parking to service the ferry landing shall be permitted.
- d. The dock used for access to the ferry platform should be designed in an aesthetically pleasing manner integrated with the overall design for the site. This should include pedestrian-oriented amenities such as lighting bollards, benches, trash receptacles, and paving materials that may include a combination of scored, colored concrete and brick pavers.
- e. Decorative lighting bollards, benches and trash receptacles should be provided along both sides of the dock at a uniform spacing unless these are incorporated with mooring bits, cleats and/or other marina mooring bollards to create a unified design for the pier.
- f. Bollards and streetscape furniture design should be consistent with the overall design of the site and the waterfront walkway.
- g. Lifelines and other appropriate life safety equipment shall be installed on the pier and on the ferry docking platform.

E. AREA AND BULK REGULATIONS

- 1. Minimum Lot Area.
 - a. Overall Tract Upland Area: 20 acres.

- b. Individual Lots: there shall be no minimum area required for individual lots, provided however, all bulk requirements (including setbacks, coverage and the like) shall not be applicable to the specific lots to be created by such subdivisions. This regulation is designed solely to enable subdivision of the overall tract in conjunction with approval of a site plan identifying a comprehensive development plan for the entire tract.
- 2. Minimum Street Frontage for Overall Tract: 1,000 feet on a major arterial road as defined in Borough Master Plan.
- 3. Minimum Building Setbacks.
 - a. 25 feet from River Road right-of-way.
 - b. 20 feet from southerly property line.
 - c. 10 feet from northerly property line.
 - d. 30 feet to another building unless attached/adjoining or pre-existing.
- 4. Maximum Building Coverage: 45 percent.
- 5. Maximum Impervious Coverage: 85 percent.
- 6. Maximum Residential Units: 595.
- 7. Maximum Commercial Floor Area: The gross floor area of all retail trade and service establishments, eating and drinking establishments, and banks and financial institutions shall not exceed 85,000 square feet, except that one freestanding bank with a floor area not to exceed 3,500 square feet shall be permitted. The gross floor area of any individual store shall not exceed 25,000 square feet.
- 8. Maximum Building Height.

Mid-Rise Multi-Family Residential	6 stories/70 feet
Townhouse Residential	3 stories/35 feet
Hotel	6 stories/70 feet
Commercial without Residential Units Above	2 stories/30 feet
Municipal Buildings and Facilities	3 stories/40 feet
Parking Garages	50 feet*

^{*} A garage adjoining a residential building may exceed 50 feet in height but shall not exceed the height of the adjoining building

Ancillary rooftop appurtenances including decorative features and parapet walls may exceed the height limitations set forth herein, provided that in no event shall such appurtenances exceed 12 feet in height, nor cover more than 20 percent of the area of the roof of such building.

F. SIGNAGE

1. Monument Signs

A maximum of two monument signs, located at the principal entrance points to the site, shall be permitted to identify the overall development and shall comply with the following requirements:

- a. Maximum height: 20 feet inclusive of the base of the sign.
- b. Maximum area: 200 square feet.
- c. Minimum setback from any property line: three feet.
- d. Individual businesses may be listed on these signs.

2. Building Signs

- a. Multi-tenant buildings.
 - i. Maximum number of signs: one wall-mounted sign, except that individual tenants with more than one facade shall be permitted a second wall-mounted sign.
 - ii. Maximum sign area: two square feet of signage for every linear foot of the front facade of the portion of the building occupied by the use being advertised.
 - iii. Maximum sign height: two feet.
- b. Single-tenant buildings.
 - Maximum number of signs: one wall-mounted sign for each facade facing a street or parking lot.
 - ii. Maximum sign area: two square feet of signage for every linear foot of the façade, but not to exceed 150 square feet.
- c. Wall signs that are placed parallel to the building wall shall be permitted to project forward no more than six inches from the building, and if located above an entrance door, shall not be attached to a wall at a height of less than eight feet above the sidewalk or ground.
- d. Canopies, perpendicular signage and awnings shall be permitted to overhang the pedestrian right-of-way, with a minimum vertical clearance of 8.5 feet, a maximum overall height of five feet, and a minimum setback of three feet from the curb line. Lettering on a canopy or awning shall be limited to the valance area and shall not exceed 75 percent of the linear width of the valance. The valance shall be no more than one foot in height, and lettering on the valance shall be limited to six inches in height.

3. Window Signs

In addition to any sign or signs permitted pursuant to this section, window display signs, as well as affixed window signs limited to indicate membership in a retail or professional organization or credit card or credit association, to show manufacturers or required licenses, or advertisements referable to sales within, shall be permitted to be attached to windows on the interior of the business use provided that the aggregate area employed for such purpose shall not exceed 30 percent of the total window area on which it is located.

4. Directional Signs

Internal directional signs shall be permitted to direct visitors to various uses within the SWR Zone. Directional signs shall not exceed four feet in height or 10 square feet in area. Due to the size and complexity of the overall development on the tract, logos or store names shall be permitted on directional signs.

G. PARKING AND LOADING

1. Off-street parking spaces shall be provided in accordance with the following table, and shall be provided with respect to the overall tract irrespective of lot configuration:

Land Use	Minimum Number of Spaces	
Residential	0.8 per studio or one-bedroom unit	
	1.3 per two-bedroom unit	
	1.9 per three-bedroom unit	
Retail Trade and Service Establishments	1 per 250 sq. ft. of gross floor area	
Banks and Financial Institutions	1 per 300 sq. ft. of gross floor area	
Eating and Drinking Establishments	1 per 3.5 seats	
Hotel	1 per 2 guest rooms, plus 10 spaces for staff	
Municipal Buildings and Facilities	1 per 200 sq. ft. of gross floor area*	
Public Access to Waterfront Walkway	1 per tract acre, with minimum of 20 parking	
	spaces	

^{*} Exclusive with complementary parking uses after hours to be determined by the Borough

The above parking requirements are subject to modification based upon a shared parking analysis/utilization study submitted by the Redeveloper as part of any site plan application to the Planning Board.

The residential parking requirements listed above represent alternative standards to those that would typically be required for mid-rise residential development and are permitted by the New Jersey Residential Site Improvement Standards at N.J.A.C. 5:21-4.14(c), which allows such modifications based on local conditions. Among the factors warranting a reduction in required residential parking are the mixed-use nature of the development permitted by the redevelopment plan, availability of mass transit and the tendency of households in mixed-use, transit-served settings to require less parking.

- 2. For other off-street parking requirements, refer to §240-166 of the Land Use Ordinance of the Borough of Edgewater. The regulations pertaining to the location of parking spaces in §240-166B and landscaping in parking and loading areas in §240-166E shall not apply to the SWR Zone. Landscaping requirements for parking areas and other locations are included in Section K of this plan.
- Off-street loading.

- a. A minimum of one off-street loading space shall be provided for any retail or service establishment with a gross floor area of 10,000 square feet or greater, and may be provided for other uses.
- b. Shared loading spaces serving more than one building or use may be provided.
- c. The minimum dimensions of loading spaces shall be 12 feet in width and 35 feet in length, with a minimum vertical clearance of 12 feet.

H. CIRCULATION

- The tract design shall incorporate a minimum of two principal spine roads around which the
 overall design is oriented. Buildings should be oriented to these spine roads in order to create a corridor with buildings close to these spine roads, and sidewalks along these roads.
- The primary vehicular connections from the SWR Zone to River Road should be at these spine roads. Additional roadway connections shall be permitted for emergency vehicle access as well as if required by Bergen County.
- 3. On-street parking shall be permitted and encouraged within the SWR Zone.
- 4. The minimum width of sidewalks shall be six feet. Wider sidewalks are encouraged along River Road and in front of commercial uses.
- 5. To facilitate safe and efficient movement of pedestrians, appropriate traffic calming devices such as speed bumps, speed tables and bump-outs may be utilized to slow traffic.
- 6. The width of curb radii shall be minimized to the extent practical. Wide, sweeping intersections shall be discouraged.
- 7. Crosswalks shall be provided at all intersections.

I. GENERAL DESIGN STANDARDS

- One east-west street in the northern section of the SWR Zone should be designed as a
 walkable, mixed-use street. Uses on the easternmost two blocks of this street should include retail sales and service establishments, eating and drinking establishments,
 and/or banks and financial uses at street level.
- 2. All buildings should relate harmoniously to the site's natural features and other on-site buildings, as well as other structures in the vicinity that have a visual relationship and orientation to the proposed buildings. Such features should be incorporated into the design of building form and mass, and assist in the determination of building orientation in order to preserve visual access to natural or man-made community focal points.
- 3. New buildings with a linear dimension of more than 250 feet should be broken into segments having vertical orientation. A visual and/or physical break should be provided minimally every 100 feet linear feet. Offsets consisting of a break in the linear plane of the building of a minimum two and one-half feet should be provided. Related architectural el-

- ements which preclude a continuous uninterrupted façade building length may also be utilized to achieve a break in the linear dimension of the building walls in place of an offset if determined by the approving authority to achieve the same purpose.
- 4. New buildings are encouraged to incorporate such building elements as entrances, corners, graphic panels, display windows, etc. as a means to provide a visually attractive environment.
- 5. Cornices, awnings, canopies, flagpoles, signage and other ornamental features should be encouraged as a means to enhance the visual environment. Such features shall be permitted to project over pedestrian sidewalks, with a minimum vertical clearance of 8.5 feet, to within three feet of a curb.
 - 6. The first level of parking decks shall either be clad in decorative stone consistent with the design of other buildings in the redevelopment area or have foundation plantings including trees and shrubs planted along the parking deck walls.
- 7. The use of creative lighting schemes to highlight building façades and related areas of a site shall be encouraged. The use of traditional style lanterns and similar fixtures also shall be encouraged. Exterior neon lights and lighting generating glare and unnecessary night-glow impacts shall be prohibited. Fixtures shall not exceed a height of 20 feet.
- 8. Street furniture such as benches, tables, trash receptacles, etc., shall be encouraged throughout the development, provided the materials used are consistent with the overall concept of the building design.
- 9. Benches should be provided at a ratio of one bench for every 200 feet of frontage on streets with ground level retail stores and along the waterfront walkway. At least one bicycle rack should also be provided on each block on all streets with retail uses.

J. FACADE TREATMENTS

- 1. A "human scale" of development should be achieved at grade and along street frontages through the use of such elements as windows, doors, columns, awnings and canopies.
- Multi-tenant buildings shall provide varied storefronts and such elements as noted above for all ground floor tenants. Upper floors shall be coordinated with ground floors through common materials and colors.
- Design emphasis should be placed on primary building entrances. These entrances should be vertical in character, particularly when there is the need to provide contrast with a long linear building footprint, and such details as piers, columns, and framing should be utilized to reinforce verticality.
- 4. Side and rear elevations should receive architectural treatments comparable to front facades when public access or public parking is provided next to the buildings.
- 5. Rhythms which carry through a block such as store front patterns, window spacing, entrances, canopies or awnings, etc., should be incorporated into facades.

- 6. Buildings with expansive blank walls are prohibited. Appropriate façade treatments should be imposed to ensure that such buildings are integrated with the rest of the development
- 7. The facade elevations of parking decks shall receive architectural treatment that complements buildings attached to the deck. For example, window cut-outs, framing, and other architectural vernacular detailing should be used to reinforce the complementary appearance of the parking deck, integrating its design into the overall project.
- 8. A variety of materials may be appropriate. Masonry, which works well at the base of a building, can vary in size, color and texture, and enables the provision of a decorative pattern or band. Above 12 feet in height, masonry can be substituted with other suitable materials.
- 9. The use of fabric or metal canopies is encouraged, especially over storefronts, at entrances or over display windows.
- 10. Where appropriate, integration of large scale graphics into the facade is encouraged.

K. LANDSCAPING

- 1. A hierarchy of landscape features should be established for the site. The main entrance road should include street trees on each side of the roadway, and such trees should be different from the trees used in parking areas. Trees along primary streets should be in a formal arrangement, while informal planting may be provided along access roads.
- 2. Landscaping shall be provided along the River Road street frontage and other property lines where practical.
- 3. Street trees and other plant material shall be provided at the ends of parking bays and within parking rows longer than 25 parking spaces. Landscaped islands should be at least six feet in width. This section does not apply to parking spaces in parking garages.
- 4. Trees should be a 2.5 to 3 inch caliper.
- 5. Landscaped areas shall be provided in protected areas of parking lots, such as along walkways, in center islands or at the end of parking bays, and shall be distributed throughout the parking area to mitigate the view of the parked vehicles without interfering with adequate sight distance for vehicles or pedestrians. The landscaping shall consist of hardy, low-maintenance varieties of trees and shrub plantings no higher than three feet subject to the approval of the Board engineer.
- 6. All areas not improved with buildings, structures and other man-made improvements shall be landscaped with trees, shrubs, ground cover, street furniture, sculpture or other design amenities.

6 Plan Consistency Review

A. RELATIONSHIP TO LAND USE ORDINANCE

This redevelopment plan supersedes the Land Use Ordinance set forth in Chapter 240 of the Borough Code, except that the specific provisions of the Land Use Ordinance which are referenced herein by section number, and only those provisions, shall apply in the redevelopment area. Final adoption of this plan by the Borough Council shall be considered an amendment of the Borough of Edgewater Zoning Map.

B. RELATIONSHIP TO BOROUGH OF EDGEWATER MASTER PLAN

The Borough of Edgewater adopted its most recent master plan in 1998 and reexamination reports in 2004 and 2010. The reexamination reports identify a number of land use planning issues that pertain to the redevelopment area.

The redevelopment plan promotes a number of the land use goals and objectives on which the master plan is predicated, including the following:

A. Objectives

- To encourage borough actions to guide the appropriate use or development of all lands in Edgewater, in a manner which will promote the public health, safety, morals, and general welfare.
- 2. To secure safety from fire, flood, panic and other natural and man-made disasters.
- 3. To provide adequate light, air and open space.
- 4. To provide sufficient space in appropriate locations for a variety of uses and open space, both public and private, in a manner compatible with the character of the borough and the environment
- To encourage the location and design of transportation routes which will promote the free flow of traffic while discouraging the location of such facilities and routes which would result in congestion blight, or unsafe conditions.
- 6. To promote a desirable visual environment through creative development techniques and good civic design and arrangements.

B. Goals

- To maintain and enhance the existing areas of stability in the community; to encourage a proper distribution of land uses by designating areas which have their own uniform development characteristics.
- To ensure that any prospective development is responsive to the Borough's environmental features, and can be accommodated while preserving these physical characteristics.
- 3. To preserve and enhance the amenities of the waterfront area by maintaining and encouraging additional active and passive recreation features which promote access to the waterfront, and by establishing a design policy which will ensure visual linkages to the Hudson River and New York skyline. A continuous waterfront open space and walkway system should be encouraged along the entire waters' edge. Perpendicular pedestrian access from River Road to the walkway system should also be encouraged. The system should be designed in association with significant open space/park features which will serve as a unifying element which also provides visual and physical access to the waterfront.
- 4. To acknowledge water/riparian areas as part of an overall parcel of land, while at the same time recognizing the need to limit the intensity of development that results on the upland area.

The proposed redevelopment plan furthers these objectives by establishing regulations that result in a use that is complementary to the redevelopment area's waterfront location. The proposed mix of uses -- residential, commercial and public — will revitalize this area that once served as a cornerstone of Edgewater's industrial past. Now the parcel is part of the revitalized Edgewater, one of mixed uses and improved waterfront access.

C. RELATIONSHIP TO MASTER PLANS OF ADJACENT MUNICIPALITIES

The rehabilitation area is situated along the southern border of the Borough of Edgewater adjacent to the Township of North Bergen. The North Bergen Master Plan provides for the redevelopment of properties along River Road in the vicinity of the Unilever Redevelopment Area with a mix of land uses. Therefore the redevelopment plan would not impact the North Bergen Master Plan.

D. RELATIONSHIP TO THE BERGEN COUNTY MASTER PLAN

The Bergen County Master Plan has not been comprehensively updated for over 40 years. Land use conditions in the County as a whole and Edgewater in particular have changed so much during that time that its goals and policies are very much outdated and thus have no relevance for current planning efforts.

E. RELATIONSHIP TO THE STATE DEVELOPMENT AND REDEVEL-OPMENT PLAN

The New Jersey State Development and Redevelopment Plan (SDRP) was originally adopted in 1992. A revised version of the plan was adopted by the State Planning Commission in 2001. While required by the State Planning Act to be revised and re-adopted every three years, the SDRP has only been re-adopted once during the 18 years since its original adoption. A new State Strategic Plan (SSP) has been proposed as the revision to the 2001 SDRP but has not been adopted as of this writing.

This redevelopment plan is consistent with the goals and objectives of the SDRP. The plan is predicated upon a number of broad goals and objectives. These include the following:

- 1. Revitalize the State's cities and towns;
- 2. Conserve natural resources and systems;
- 3. Promote beneficial growth, development and renewal for all residents of New Jersey;
- 4. Preserve and enhance areas with historic, cultural, scenic, open space and recreational value:
- 5. Ensure sound and integrated planning and implementation standards.

7 Redevelopment Procedures

A. RELOCATION

The implementation of the redevelopment plan will not require any relocation of residence or business.

B. PROCEDURAL ACTIONS

The redevelopment procedure is outlined below:

- 1. Planning Board Investigation. The statute provides that no area of a municipality shall be determined a redevelopment area unless the governing body "shall, by resolution, authorize the planning board to undertake a preliminary investigation to determine whether the proposed area is a redevelopment area according to criteria set forth in the applicable laws of the State of New Jersey." The statute also states "such determination shall be made after public notice and public hearing." The Planning Board was previously authorized and previously investigated the Property and made such recommendation,
- 2. <u>Redevelopment Area Designation.</u> Following the recommendation by the Planning Board, the Borough Council adopted a resolution designating the Property as a redevelopment area.
- 3. Redevelopment Plan Preparation. As set forth above, the Governing Body previously adopted a redevelopment plan and this Amended and Restate Redevelopment Plan is intended to supersede the same.

C. SUBMITTAL REQUIREMENTS

- 1. An applicant for development in the SWR Zone must submit a site plan indicating the manner in which the entire tract is to be developed. Said plan shall include all the data required for site plan review, and clearly indicate the distribution of use and intensity of use of land within the tract. This zone-wide approach to development in the SWR Zone is mandated to ensure that the zone tract is developed within the framework of a comprehensive, integrated design and not in a piecemeal fashion.
- 2. The submittal shall contain, in addition to the site plan submittal provisions, a report detailing the following:
 - a. The total number of dwelling units by bedroom count, the square footage of non-residential floor area and the land area to be devoted to residential and each non-residential use. The density and intensity of use of the entire tract shall be noted.

- e. A proposed timing schedule in the case where construction is contemplated over a period of years, including any terms or conditions which are intended to protect the interests of the public and of the residents who occupy any section of the development prior to the completion of the development in its entirety.
- 3. A socioeconomic impact study shall be required pursuant to §249-108 of the Land Use Ordinance of the Borough of Edgewater.
- 4. A traffic study shall be required pursuant to §249-109 of the Land Use Ordinance of the Borough of Edgewater. The study should address the goals and policy statements set forth in the Borough Master Plan, and shall address existing and projected vehicular peak-hour movements, turning movements, and the need for improvements to enhance traffic safety and convenience in the area.
- 5. A viewshed study shall be required pursuant to §249-110 of the Land Use Ordinance of the Borough of Edgewater.

D. VARIATION FROM REDEVELOPMENT PLAN

The Edgewater Planning Board may grant deviations from the regulations contained within this Redevelopment Plan where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Edgewater Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of the Redevelopment Plan.

Notwithstanding the above, any changes to the uses permitted in the redevelopment area shall be permitted only by means of an amendment of the Redevelopment Plan by the Borough Council, and only upon a finding that such deviation be would be consistent with and the furtherance of the goals and objectives of this Plan.

APPENDIX: Concept Plan

REDEVELOPMENT AGREEMENT BETWEEN I. PARK EDGEWATER, LLC AND

THE BOROUGH OF EDGEWATER

Prepared by:

Philip N. Boggia, Esq. Durkin & Boggia 71 Mount Vernon Street Ridgefield Park, New Jersey 07660

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REDEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this 5 day of November, 2007 (hereinafter referred to as the "Agreement") between the BOROUGH OF EDGEWATER, a public body corporate (which, together with any successor public body or officer hereinafter designated by or pursuant to law, is hereinafter referred to as the "Borough"), having its offices at 916 River Road, Edgewater, New Jersey 07020, and I. PARK EDGEWATER, LLC, a New Jersey limited liability company with its principal office at c/o National ReSources, 485 West Putnam Avenue, Greenwich, Connecticut 06830 (hereinafter referred to as the "Redeveloper").

WITNESSETH:

WHEREAS, the Borough pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A-1 *et seq*. (the "Local Redevelopment and Housing Law") is charged with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the Borough; and

WHEREAS, in accordance with the criteria set forth in the Local Redevelopment and Housing Law, the Borough established an area in need of redevelopment, designated as the Unilever Redevelopment Area, which includes Block 99, Lot(s) 1, 3, 4 and 5 as more particularly described on "Exhibit A" annexed hereto (the "Redevelopment Area"); and

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, the Borough has undertaken efforts to develop a program for the redevelopment of the Redevelopment Area, including the adoption of a Redevelopment Plan, dated August 9, 2006 and prepared by Burgis Associates, Inc.; and

WHEREAS, the Local Redevelopment and Housing Law authorizes the Borough to designate a Redeveloper and to arrange or contract with said redeveloper for the planning,

construction or undertaking of any project or redevelopment work in the area designated in "Exhibit A" as an area in need of redevelopment; and

WHEREAS, the Redeveloper is the fee owner of the Redevelopment Area and has made application to the Borough to be designated as the redeveloper for the entire Redevelopment Area; and

WHEREAS, in furtherance of the objectives of the Borough, the Redeveloper has submitted a proposal to complete construction in the Redevelopment Area of a mixed-use project, including residential and retail uses, a waterfront esplanade, and the construction of a new building for use as a police station, courthouse and borough hall, together with related improvements and facilities as described in "Exhibit B" (collectively, the "Project") and all in accordance with the provisions of this Agreement and the Redevelopment Plan adopted; and

WHEREAS, the Borough has reviewed the proposal of the Redeveloper and the concept plans and related submissions and have determined that it is in the Borough's best interests to consider the Redeveloper as the designated redeveloper for the Project Premises;

WHEREAS, by Resolution no. 082707-01, dated August 27, 2007, the Borough has granted to the Redeveloper Preliminary Site Plan Approval for Phase I of the Project; and

WHEREAS, the Borough designated the Redeveloper as the redeveloper for the Project Premises for purposes of negotiating an agreement for the redevelopment of the Redevelopment Area, contingent upon the further approval and adoption of a Redevelopment Agreement and subject to the filing of a formal application for Site Plan Approval by the Redeveloper before the

Planning Board, and the review of and attendant number of public hearings to be held on the application by the Planning Board in accordance with <u>Section 12.02</u> hereof; and,

WHEREAS, the Borough and the Redeveloper have engaged in such negotiations and the Borough has determined that in furtherance of the Borough's objectives it is in the Borough's best interests to enter into this Agreement with the Redeveloper for the construction of the Project, subject to such other contingencies contained herein; and

WHEREAS, Redeveloper acknowledges that all uses to which the Project Premises may be devoted are governed by the Redevelopment Plan and this Agreement, recognizing, however, that in the event of any conflict between this Agreement and the Redevelopment Plan, the Redevelopment Plan shall control; and

WHEREAS, the Borough and the Redeveloper desire to enter into this Agreement for the purpose of setting forth in greater detail their respective undertakings, rights and obligations in connection with the construction of the Project, all in accordance with applicable law and the terms and conditions of this Agreement hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and for the benefit of the parties hereto and general public, and, further to implement the purposes of the Local Redevelopment and Housing Law and the Redevelopment Plan, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Defined Terms. The parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings specified below, such definitions to be applicable equally to the singular and plural forms of such terms and to the use of the upper or lower case initial letter of each word contained in such terms.

Borough: The Borough of Edgewater.

Agreement: This Agreement between the Borough and the Redeveloper for the redevelopment of the Project Premises within the Borough of Edgewater, County of Bergen and State of New Jersey.

<u>Certificate of Completion</u>: A certificate acknowledging that the Redeveloper has performed all of its duties and obligations pursuant to this Agreement.

<u>Certificate of Occupancy:</u> As defined in the New Jersey Administrative Code.

Construction Plans: All plans, drawings, specifications and related documents, including a construction progress schedule, in sufficient completeness and detail to obtain construction permits and to show that the Improvements to be constructed by Redeveloper upon the Project Premises and the construction thereof will be in accordance with this Agreement, the Redevelopment Plan and any amendments thereto, including such plans, drawings and specifications as are required under Article XII hereof.

Days: Whenever the word "days" is used to denote time, it shall mean calendar days.

<u>Disposition Agreement</u>: The Development and Disposition Agreement entered into by and between Redeveloper and the Borough in connection with construction and conveyance to the Borough of a Municipal Complex as more fully described herein.

Effective Date: The date this Agreement is last executed by either the Mayor of the Borough or by the authorized representative of the Redeveloper.

<u>Force Majeure</u>: Acts of God, fire, earthquake, explosion, the elements, war, terrorism, riots, mob violence or civil disturbance, inability to procure or a general shortage of labor, equipment or facilities, energy, materials or supplies in the open market, failure of transportation. strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the party, after all responsible steps to cure have been taken.

Governmental Approvals: Any approvals (including all subdivision approvals), authorizations, permits, licenses and certificates needed from governmental authorities having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project in accordance with the Redevelopment Plan and this Agreement.

<u>Impositions</u>: All taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Project Premises or on any of the improvements constructed thereon.

Improvements: All new buildings, structures and appurtenances including, but not limited to, the commercial development and all other improvements constructed on or installed upon the Project Premises in accordance with the approved Construction Plans, including those facilities and amenities, infrastructures, roads, including the improvements for sidewalks and landscaping shown in such approved Construction Plans and the Site Plan approved by the Borough and the Planning Board as being on the Project Premises and used or to be used in connection with the buildings, including ancillary recreation facilities and neighborhood convenience shopping areas, if any. Improvements also comprise all facilities, amenities, on and off street parking, landscaping and fencing and enhancements required to be made to the Project Premises and the streets abutting and surrounding the Project Premises. Improvements include all infrastructures, utilities, catch basins, curbs, site lighting, street trees, roadways, traffic striping, signage and demarcations; fire hydrants, sidewalks, walkways, retaining walls and open space treatments as shall be shown on the Site Plan approved by the Planning Board and required pursuant to the Redevelopment Plan or this Agreement.

Insurance Requirements: All requirements set forth in the terms of any insurance policy(ies) covering or applicable to all or any part of the Project Premises or applicable to any Improvements thereon, or with respect to any portion of the Project Premises, or any easement or license for the benefit of the Redeveloper granted by the Borough, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or

affecting all or any portion of the Project Premises, the Improvements thereon or the use or condition thereof.

ISRA: Industrial Site Recovery Act, N.J.S.A. 13:IK-6 et seq.

<u>Local Redevelopment and Housing Law: N.J.S.A.</u> 40A:12A-1, <u>et séq.</u>, as the same may be amended from time to time.

Mortgagee: A holder of a mortgage on the Project Premises as collateral for the financing of the acquisition, development, construction and marketing of the Project.

Municipal Complex: The building(s) to be constructed by the Redeveloper as set forth more fully in the Disposition Agreement, to be used by the Borough as a Borough Hall, Police Station, Municipal Court, and Borough Administrative Offices.

NJDEP: The New Jersey Department of Environmental Protection.

Ownership Interest Pledgee: A lender to whom the owners of the ownership interest in the Redeveloper have pledged such ownership interests in the Redeveloper as collateral for any loan for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project.

<u>Planning Board:</u> The Borough of Edgewater Planning Board and any successor thereto exercising similar functions in accordance with the Municipal Land Use Law, <u>N.J.S.A.</u> 40:55D-1 et seq.

<u>Project:</u> The proposed improvements as set forth in the Redevelopment Plan annexed hereto as <u>Exhibit "B"</u>.

<u>Project Premises:</u> The entirety of the property known as the "Redevelopment Area" as defined more fully in Exhibit A, together with all Improvements located thereon.

Redeveloper: I. Park Edgewater, LLC, and any permitted assignee in accordance with the provisions hereof.

Redevelopment Plan: The Redevelopment Plan attached as "Exhibit B" and any amendments thereto.

Site Plan: The plan submitted to and approved by the Planning Board for Preliminary and Final Site Plan Approval in accordance with the Redevelopment Plan, as same may be amended, and Article 12 of this Agreement.

<u>Transfer:</u> An y transaction by which a Transferee obtains an interest in the Project Premises, or in this Agreement by means of methods which include, but are not limited to, conveyance, transfer, lease, encumbrance, acquisition or assignment through sale, merger, consolidation, reorganization, foreclosure or otherwise, including the appointment of a trustee in bankruptcy or an assignment for the benefit of creditors.

<u>Transferee:</u> Any party to whom an interest in the Project Premises, or rights in or under this Agreement is conveyed, transferred, leased, encumbered, acquired or assigned, by sale, merger, consolidation, reorganization, foreclosure or otherwise, including a trustee in bankruptcy or assignee for the benefit of creditors.

ARTICLE II

REDEVELOPER'S RESPONSIBILITIES

Section 2.01 Property Acquisition By Redeveloper. The Redeveloper has acquired fee simple absolute title to the Project Premises. The Redeveloper represents that its title to the

Project Premises is good and marketable and insurable at regular rates without special premium by a title insurance company authorized to do business in the State of New Jersey (the "Title Insurer"), subject only to title exceptions which do not prevent the construction of the Project (the "Permitted Exceptions" as such term is further defined in Section 5.05 herein).

Section 2.02 Project Costs and Expenses. The Redeveloper shall be responsible for all costs and expenses incurred by the Redeveloper, its agents, employees, subcontractors and independent contractors in implementing the Project. The Borough shall, without cost to it, assist Redeveloper (i) to obtain all environmental approvals from the agencies with jurisdiction in accordance with all applicable environmental laws, (ii) to enter into whatever reasonable agreements are necessary to obtain such environmental approvals; and (iii) to conduct the environmental cleanup, remediation and mitigation of the Project Premises at the Redeveloper's sole cost and expense. Redeveloper agrees to reimburse Borough for any reasonable costs, fees (including attorneys' fees), and charges as may be incurred by the Borough in connection with rendering such assistance, within 15 days of receiving notice from the Borough that such costs have been incurred, together with copies of all invoices, certified by the Borough as true and correct.

Section 2.03 Environmental Compliance and Remediation. The Redeveloper shall comply with all requirements of ISRA and NJDEP. The Redeveloper further agrees that with respect to the Project Premises, the Redeveloper shall, pursuant to ISRA, at its sole cost and expense, conduct such soils analyses, site investigations and other environmental evaluations necessary to determine the condition of the soils and subsurface conditions and the presence of

hazardous wastes or substances (the "Environmental Due Diligence"). An investigation disclosed the existence of environmental conditions on the Project Premises which require remediation, and NJDEP, the governmental agency with jurisdiction over the Project Premises, requires mitigation and remediation as a condition to the development of the Project Premises. The Redeveloper shall provide the necessary remediation for the Project Premises at its sole cost and expense. The required remediation is set forth in Reports and Letters from NJDEP, copies of which are collectively attached hereto as "Exhibit D."

Section 2.04 Remediation of the Project Premises. The Redeveloper shall have the sole obligation of satisfying all legal requirements of any governmental entity having jurisdiction concerning remedial action on the Project Premises and of complying with all regulations and standards regarding the remediation of the Project Premises. Redeveloper, its agents, contractors or assignees shall perform the environmental cleanup, remediation and mitigation of the Project Premises, at Redeveloper's sole cost and expense. The Borough shall, without cost to it, assist Redeveloper to obtain all environmental approvals, including one or more "No Further Action" letter(s) from the NJDEP, from the agencies with jurisdiction in accordance with all applicable environmental laws, and at Redeveloper's sole discretion may enter into whatever agreements are necessary to obtain such environmental approvals. Notwithstanding the foregoing, nothing in this Section shall require the Redeveloper to obtain one or more "No Further Action" letters from NJDEP prior to commencement of the Project, nor relieve the Redeveloper of its ultimate obligation to obtain one or more "No Further Action" letters from the NJDEP as required under the terms of this Agreement. The Borough shall assist the Redeveloper to complete all necessary

environmental testing and submit to the New Jersey Department of Environmental Protection all necessary test results to support a proposed Remedial Action Work Plan, to be approved by the New Jersey Department of Environmental Protection. Upon receipt of approval of a Remedial Action Work Plan by the New Jersey Department of Environmental Protection, Redeveloper shall proceed in a reasonable manner to complete such remediation and shall begin construction within the time frame set forth in this Agreement.

Section 2.05 Governmental Approval Process. The Redeveloper at its sole cost and expense, has caused or will cause to be prepared such plans, drawings, documentation, presentations and applications (collectively, the "Governmental Applications") as may be necessary and appropriate for the purpose of obtaining any and all Governmental Approvals for the Improvements on the Project Premises and the construction of the Project; it being understood, however, that the Redeveloper shall pursue the subdivision of the portion of the Project Premises that is the subject of the Disposition Agreement in accordance with the Disposition Agreement and may pursue other subdivisions of the Project, as well. All of the Governmental Applications shall be in conformity with the Redevelopment Plan and this Agreement, and any and all federal, state, county, and municipal statutes, laws, ordinances, rules and regulations applicable thereto, except that subdivisions shall not require amendment of the Redevelopment Plan. Notwithstanding the foregoing, the Redeveloper hereby acknowledges that the approval of the Borough of Edgewater Planning Board is required for any and all subdivisions of the Project Premises. The receipt of the Governmental Approvals by the Redeveloper shall be achieved in sufficient time and manner so as to enable the Redeveloper to conform to the relevant provisions of this Agreement. Unless otherwise provided in the Disposition Agreement or extended as provided for in this Agreement, the Redeveloper shall submit applications and shall obtain all Governmental Approvals needed for construction of all Improvements on the Project Premises within one (1) year after receiving Site Plan Approval (as hereinafter defined). In the event Redeveloper is denied any of the Governmental Approvals required to commence construction of the Improvements for which it has applied in good faith and with all diligence, upon written request by the Redeveloper, the Borough shall consent to an extension of the time frame up to an additional one (1) year. If the Redeveloper has been denied a necessary Governmental Approval and an appeal is filed relative to the approval of that Government Application by the Redeveloper, the Borough shall extend the dates for performance by the Redeveloper for a reasonable period up until all appeals are fully and finally resolved. If the Redeveloper has gained approval and an appeal of that of that approval is filed by a third party, then the Borough shall extend the time for performance by Redeveloper until the said appeal is definitively resolved.

Section 2.06 Covenant to Build. Redeveloper covenants, warrants, represents, and agrees to construct the Improvements on the Project Premises, together with all ancillary uses as indicated in and on the Governmental Approvals, the Site Plan and the Construction Plans. All Improvements must be constructed in accordance with all restrictions and controls contained in the Redevelopment Plan. All infrastructure (sidewalks, utilities and site lighting, off street parking, roadways, pilings, foundations, footings, open space, walkways, street trees, landscaping) and any and all other construction identified in the definition of Improvements, on

and serving the Project Premises shall be installed by the Redeveloper, at its sole cost and expense as the various stages of construction of the project require.

Section 2.07 Improvements – The Project.

(a) The Redeveloper agrees, at its expense, to furnish, provide and supply all materials, labor, equipment, tools and appliances necessary to complete the proposed redevelopment including on-site and off-site improvements, if any, and landscaping as set forth on the Site Plan as approved by the Planning Board. Such Site Plan shall be modified only to the extent as required in the Resolution, with no further modifications permitted except as approved by the Planning Board on further application in accordance with the Land Use Procedures for the Borough.

Such Improvements shall be installed in strict compliance with the requirements and specifications of the Borough and other applicable laws and regulations including the Redevelopment Plan. Except as otherwise provided by this Agreement and the Disposition Agreement, any improvements to be ultimately dedicated to the Borough shall be completed to the satisfaction and approval of the Borough Engineer within a period of 24 months from the date of issuance of building permits, subject to Force Majeure. The Borough Council, upon recommendation of the Borough Planning Board, shall grant extensions of ninety (90) days upon demonstration by the Developer that reasonable progress has been made and/or delays have resulted from conditions beyond the reasonable control of the Redeveloper. In addition, the Redeveloper agrees to be responsible for damage to existing streets and public property caused by its operations or by the delivery of materials to the site and/or operation of the equipment, and

further agrees to restore streets and/or property so damaged to their/its condition as it existed at the commencement of construction.

The aforesaid work shall be done in a good and workmanlike manner, and shall not materially deviate either in specification or course, from the plans, profiles and documents described herein. To the extent that any design standard does not substantially meet the minimum requirements as set forth in the ordinances of the Borough of Edgewater, where no variance or waiver has been granted, the Redeveloper shall be required to comply with the appropriate standards as stated in the ordinance. The work shall not be deemed complete unless all improvements are installed in accordance with this Agreement, and all rubbish, debris, construction equipment, tools and surplus materials have been removed from the site, and the site left in a clean and neat appearing condition.

- (b) The Planning Board's Resolution, all exhibits accepted by the Planning Board during the Public Hearings, together with the recommendations of the Borough Engineer and Planning Board (insofar as the recommendations have not been modified or superseded by the Planning Board during the course of the hearings, the Resolution, or this Agreement) and not specifically included in this Agreement or mentioned herein shall nevertheless be considered a part of this Agreement, said resolutions, maps and plans being made a part hereof by reference.
- (c) Each of the provisions hereof shall have the same force and effect as if set forth at length as conditions of the grant of the Site Plan Approval.
- (d) The Redeveloper agrees that if, during the course of construction and installation of the Project, it shall be determined by the Borough Engineer, either on his own or

at Redeveloper's request, that revision of the plan is necessary with regard to the health, welfare and safety of the residents of the Borough (the "Public Interest"), or represents a more environmentally practicable alternative to the methodologies employed in the approved plans in furtherance of the Public Interest, it will undertake at its own expense, up to a maximum of fifty-thousand dollars (\$50,000), such design and construction changes as may be indicated by the Borough Engineer. This paragraph is meant to apply to changes more commonly referred to as "field changes" which shall be of a minor and technical nature. Nothing contained herein shall be construed to allow the Redeveloper to relocate any improvements or landscaping on the approved plans, nor allow the Borough to direct any changes thereto, without prior approval of the Planning Board.

Section 2.08 Affordable Housing. The Redeveloper shall provide affordable housing units at the Project Premises in compliance with the Redevelopment Plan. The Redeveloper shall provide a minimum of seventy-five (75) affordable housing units, at least thirty-five (35) of which must be "for sale" units, as its entire contribution for affordable housing at the Project. The construction phase-in and unit allocation as to the number of bedrooms shall be consistent with the rules of the New Jersey Council on Affordable Housing ("COAH"), and the Borough acknowledges that the foregoing agreements of Redeveloper fully and completely satisfy Redeveloper's obligations for the Project under COAH now or as they may exist in the future.

Section 2.09 Disposition Agreement. The Redeveloper and the Borough are simultaneously with the execution of this Agreement executing and delivering the Disposition Agreement, which shall govern the construction and conveyance to the Borough of the Municipal Complex as more particularly described therein.

Section 2.10 First Phase of Project. The Borough hereby acknowledges and agrees that Redeveloper may desire to implement the Redevelopment Plan in multiple phases. The Borough also acknowledges that the Redeveloper shall develop as Phase I of the Redevelopment Plan, the portion of the Project that is to be developed pursuant to the Disposition Agreement as a Municipal Complex and the conversion of Buildings identified as "B" and "C" on the Redevelopment Plan to loft apartments and the renovation of Building "K" (collectively, "Phase I"). The Borough hereby agrees that notwithstanding anything to the contrary in this Agreement, Redeveloper may apply for Governmental Approvals and Site Plan Approval for Phase I and proceed with the construction of Phase I prior to making application for or obtaining any required approvals for the other phases of the Project. The Redeveloper agrees that that part of Phase I of the Project involving the construction of the new Municipal Complex shall be completed within the time period set forth in Article IX after the satisfaction of each of the conditions enumerated in Section 2.2 of the Development and Disposition Agreement or any successor agreement. Redeveloper shall construct the Municipal Complex at the same time as it is constructing the other portions of Phase I. Borough shall cooperate and provide timely responses to inquiries and questions raised by Redeveloper and its contractors during construction. In addition, in no event shall the Borough issue a Certificate of Occupancy or Certificate of Completion for the entire Project until such time as a Certificate of Completion has been issued for Phase I of the Project.

It is the intention of the parties that the Municipal Complex be the first building completed and ready for occupancy, the completion of which is subject to a Construction Schedule. However, the Borough shall issue Certificates of Occupancy for other portions of Phase I,

provided Developer is in compliance with the Construction Schedule for the Municipal Complex. The Redeveloper hereby agrees, upon satisfaction of the requirements set forth in the Disposition Agreement, to convey to the Borough, and the Borough hereby agrees to purchase, the Municipal Complex and the property on which it is located as more fully described therein.

Section 2.11 Report on Progress. The Redeveloper shall produce, on the first day of each month after construction has commenced, a report in writing concerning the actual progress of the Redeveloper with respect to such construction. The work and construction activities of the Redeveloper shall be subject to inspection by the Borough provided Borough submits to Redeveloper written notice no less than five (5) days prior to such inspection. Notwithstanding the foregoing, the Redeveloper shall comply with all reporting and inspection requirements in the Disposition Agreement related to Phase I of the Project, as more fully set forth therein.

Section 2.12 Insurance. At all times during construction of the Project, and until the Project is available for its intended use and a Certificate of Completion is issued in accordance with the provisions of Section 2.13, the Redeveloper shall maintain or cause to be maintained at its own cost and expense, with responsible insurers, the following kinds and the following amounts of insurance with respect to the Project, with such variations as shall be reasonably required to conform to customary insurance practice:

(a) Builder's Risk insurance during the term of construction which will protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, and vandalism and malicious mischief. The limits of liability will be equal to 100% of the insurable value of the Project, including items of labor and materials in connection therewith,

whether in or adjacent to the structures insured, and material in place or to be used as part of the permanent construction;

- (b) Comprehensive General Liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Project Premises and the adjoining streets, sidewalks and passageways, in amounts not less than \$5,000,000 for each claim with respect to any bodily injury or death, \$5,000,000 for any one occurrence and \$5,000,000 with respect to all claims for property damage relating to any one occurrence. This policy shall name the "Borough of Edgewater, its officers, employees and agents," as additional insureds. This insurance policy shall include but not be limited to, Personal Injury, Broad Form Property Damage, Contractual Liability including, where applicable, the deletion of the coverage restriction relating to work conducted within fifty (50) feet of a railroad, Products/Completed Operations, and Independent Contractors coverages. The Policy shall remain in force for a period of two (2) years following the completion and/or termination of this Agreement;
- (c) Business Automobile Liability Insurance. The Business Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows: Combined Single Annual Limit of Liability for Bodily Injury and/or Property Damage any one accident: \$5,000,000. This policy shall name the "Borough of Edgewater, its officers, employee and agents" as additional insureds;
- (d) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey, and shall include an all-states endorsement to extend coverage to any state

which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$1,000,000 for each accident. Such policies shall include endorsements to ensure coverage under the U.S. Longshore's and Harborworkers' Compensation Act and Maritime Death Act (Death on the High Seas Act) where required;

- (e) Architects and Engineers or Miscellaneous Professional Errors and Omissions Liability Insurance. Redeveloper shall provide its own Architects and Engineers Errors and Omissions Insurance with a minimum limit of liability of \$2,000,000 per claim and in the aggregate exclusive of the amount required for Commercial General Liability Insurance. The \$2,000,000 limit of liability is to be renewed annually for the duration of the project and for a period of two (2) years following the termination of the Order for Professional Services. This coverage shall not contain any environmental restriction or exclusion;
- (f) Contractor Pollution Liability Insurance. Minimum annual limits of liability of \$5,000,000 for each occurrence with an annual aggregate of \$5,000,000. This policy shall be renewed annually for the duration of the work and for a period of two (2) years following termination of this Agreement or the completion of the environmental investigation, or include two (2) years completed operations coverage. This policy shall name the "Borough of Edgewater, its officers, employees and agents" as additional insureds; and
- (g) Certificate and Endorsement Requirements. The Certificates of Insurance shall state that each of the above-required policies has been amended to include the following endorsements:

- i. Thirty (30) days notice of cancellation or any restriction in coverage by mail to the Borough of Edgewater.
- ii. All policies, except Workers' Compensation, shall contain a waiver of subrogation clause in favor of the Borough of Edgewater.
- iii. With respect to all policies, except Workers' Compensation, Architects and Engineers or Miscellaneous Professional Errors and Omissions

 Liability Insurance, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the Borough of Edgewater."

Section 2.13 Certificates of Occupancy and Certificates of Completion.

Upon completion of the construction of the Project or portions thereof in accordance with the Governmental Approvals, and upon submission of a completed AIA Form G704 "Certificate of Substantial Completion" for the Project or portion thereof, the Redeveloper shall, at its sole cost and expense, obtain a Certificate of Occupancy for such Improvements. Each Certificate of Occupancy, when issued, shall constitute evidence that the Redeveloper has fully performed its obligations to construct that portion of the Project set forth in the Certificate of Occupancy. In addition, upon completion of the Project and for purposes of releasing the restrictions referenced in this Agreement, the Borough agrees to issue a Certificate of Completion, whose issuance shall not be unreasonably withheld, in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement and has

completed construction of the Project in accordance with the requirements of this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement and in the Redevelopment Plan with respect to the Redeveloper's obligation to construct the Project within the dates for the commencement and completion of same. Upon issuance of a Certificate of Completion, the conditions determined to exist at the time the Project Premises was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements constituting the Project and the Project Premises shall no longer be subject to eminent domain under the Local Redevelopment and Housing Law. If the Borough shall fail or refuse to provide the Certificate of Completion within thirty (30) days after request by the Redeveloper, the Borough shall provide to the Redeveloper a written statement setting forth in detail the respects in which it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts will be necessary in order for the Redeveloper to be entitled to a Certificate of Completion.

Section 2.14 Construction Phasing Schedule. The construction of the Project and the obtaining by the Redeveloper of all necessary Governmental Approvals shall be commenced in the manner set forth in the Construction Phasing Schedule provided by Redeveloper (hereinafter called the "Construction Phasing Schedule" attached as "Exhibit C"). Except as otherwise provided in this Agreement, all Improvements shall be commenced or concluded, as the case may be, as set forth in Article IX, subject to Force Majeure.

Section 2.15 Dust and Nuisance. The Redeveloper agrees to use its best efforts to not commit a public or private nuisance by reason of dirt, dust, debris, air pollution, noise pollution, gas, smoke or other unlawful annoyance resulting from construction, trucking or other operations. The means of dust control shall be subject to approval by the Borough Engineer.

Section 2.16 Duty RE: Unsafe Conditions. The Redeveloper shall correct and make safe any dangerous or unsafe condition created, caused or suffered to exist by the Redeveloper (or by those acting for or on behalf of the Redeveloper) affecting public safety or general welfare, if such condition develops. In the event that such condition exists, notice shall be given by certified mail to the Redeveloper, whereupon Redeveloper shall correct such condition within such reasonable period of time as the Borough in its notice shall specify. In the event such condition is not corrected by the Redeveloper, the Borough Council may order corrective work to be done and the Redeveloper and its surety shall reimburse the Borough for all costs and expenses incurred thereby.

Section 2.17 County and State Requirements. Redeveloper represents that it has heretofore complied and that it will in the future comply with all, if any, requirements and/or regulations of the Bergen County Planning Board, the Bergen County Engineer, Bergen County Road Department and Bergen County Department of Public Works, Bergen County Soil Conservation District, New Jersey Department of Environmental Protection, New Jersey Department of Transportation, Bergen County Sewer Authority and any other Governmental Agency in same are mandated by law, and hereby further represents that before commencing work which requires such approval, it will secure all county, state and federal approvals required for such work.

Section 2.18 Settlement of Tax Appea 1. The Redeveloper has agreed to fund the tax appeal settlement entered into between the Borough and the former owner of the Redevelopment Area, Lever Bros., which is memorialized in a judgment from the New Jersey Tax Court, a copy of which is attached hereto as "Exhibit E." The settlement amount due to the previous owner is \$250,000, plus interest and costs, if any, as set forth in said settlement agreement. Redeveloper shall make payment promptly upon demand from Lever Bros.

- Section 2.19 Performance Bond for Municipal Complex. As set forth in the Disposition Agreement:
- (a) Developer shall furnish a Performance Bond for the benefit of the Borough, in statutory form, in an amount equal to six million dollars (\$6,000,000), such sum representing the Cost of Construction of the Municipal Complex, guaranteeing the performance of all obligations of the Developer with respect to the Subject Site as approved by the Borough Attorney, and set forth in N.J.S.A. 40:55D-53 and N.J.S.A. 5:39-1.1 et seq. No building permits or Certificates of Occupancy shall be issued until the Performance Guaranty shall have been received, provided, however, the same shall not be required to be posted until Developer makes application for the building permits.
- (b) The performance guarantees shall be reduced or released by the Borough upon recommendation of the Borough Engineer or Chief Construction Official. In the event of a reduction, the amount of the reduction shall be mutually agreed upon by Developer and the Borough. The Borough hereby agrees, upon issuance of a Certificate of Completion for the Municipal Complex, to release said Performance Bond; provided, however, that in no event shall a final release of the performance guarantees be affected unless the improvements shall have

been fully installed in a reasonably workmanlike manner. Borough approval, which shall not be unreasonably withheld, shall be in accordance with the terms of this Agreement.

(c) In the event that the Redeveloper defaults on its obligations under this Agreement and/or the Disposition Agreement such that the Performance Bond is called in for payment to the Borough, upon completion of the Municipal Complex under the terms and conditions of this Agreement and the Disposition Agreement, the Borough shall pay to the bond company the sum of three million, seven hundred thousand and one dollars (\$3,700,001), said sum representing the payment due the Redeveloper upon the satisfaction of its responsibilities under the Disposition Agreement. Notwithstanding the foregoing, nothing in this Section shall require the Borough to make any payment whatsoever until such time as the Municipal Complex has been completed in accordance with the terms and conditions of the Disposition Agreement.

ARTICLE III

BOROUGH RESPONSIBILITIES

Section 3.01 Intentionally Deleted.

Section 3.02 Professional Services. With respect to any legal work required by the Borough in connection with this Agreement and the Project, the Borough shall be entitled to appoint an attorney or attorneys to act as special counsel to perform such work for the Borough. Costs for professional services incurred by the Borough during the development review process (but excluding any due diligence expenses and legal expenses incurred by the Borough in connection with negotiating the Disposition Agreement and conducting due diligence on the

property to be conveyed thereunder) shall be the obligation of Redeveloper pursuant to N.J.S.A. 40:55D-53.2.

Section 3.03 Cooperation. The Borough shall cooperate fully in the preparation and prosecution of any applications for Governmental Approvals required for the Project. The Borough further agrees to actively support any application filed by the Redeveloper with the Borough Planning Board for approval of any site or subdivision plans or maps, provided that such plans conform to the ordinances of the Borough, the Redevelopment Plan and this Agreement, and provided that the Borough has already approved the plans in writing pursuant to this Agreement. The Borough shall cooperate with Redeveloper to insure that all water, stormwater and sanitary services/utilities as may be required by Redeveloper are provided to Redeveloper by the Borough on a timely basis for Redeveloper's Work hereunder. Any costs associated with providing such services shall solely be the obligation of the Redeveloper.

Section 3.04 Borough Not Responsible to Third Parties. Nothing contained in this Agreement shall be construed to give any person or legal entity, not a party to this Agreement, any claims against the Borough or any of its agents or agencies with respect to any matter arising out of this Agreement including, but not limited to, the installation of any improvements, or for any damage arising therefrom.

Section 3.05 Municipal Officials, Etc. Not Liable on Contract. The covenants, undertakings, agreement and other obligations mentioned in this Agreement shall not be construed as representations by the Mayor and Council, the Board or by any Borough officer, agent or employee to have or to assume any contractual or other liability to or with any persons,

firms or corporations purchasing any land, buildings, or improvements from the Redeveloper or otherwise using or having any interest in the same, nor shall this Agreement be construed to place any liability on the Borough or Board to these persons.

Section 3.06 Consent of the Borough. Whenever it is stated herein that something is subject to the Borough's consent, such consent shall not be unreasonably withheld, delayed, or conditioned. In no event shall this section relieve Redeveloper of the obligation to obtain consent from the Borough where such consent is specifically required by law or this Agreement, nor shall it prohibit the Borough from reasonably withholding, delaying, or conditioning such consent when and where appropriate.

ARTICLE IV

PROJECT FINANCING

Section 4.01 Financing and Equity Capital. The Redeveloper represents that it either has obtained or will obtain financing for the Project, which financing may be a combination of debt financing and an equity contribution of the Redeveloper.

ARTICLE V

COVENANTS AND RESTRICTIONS

Section 5.01 Declaration of Covenants and Restrictions. The Redeveloper agrees to record a Declaration of Covenants and Restrictions (hereinafter referred to as the "Declaration"), with respect to all lands included in the Project Premises, including specifically the Redeveloper's Parcels, imposing upon said lands the agreements, covenants and restrictions

required pursuant to Section 5.02 and Article VI of this Agreement. All provisions hereinafter with respect to the insertion in or the application of any covenants, restrictions and agreements shall apply equally to the Declaration and such covenants, restrictions and agreements shall be inserted in and apply to the Declaration, whether or not so stated in such provisions.

Section 5.02 Description of Covenants. The covenants to be imposed upon the Redeveloper, its successors and assigns, and recorded in the Declaration, shall set forth:

- (a) Redeveloper and its successors and assigns shall devote the Project Premises to the uses specified in the Redevelopment Plan, as may be amended, and shall not devote the Project Premises to any other use(s);
- (b) Redeveloper shall not have power to sell, lease or otherwise transfer the Redevelopment Area, Project Premises or any part thereof, without the written consent of the Borough, obtained in accordance with N.J.S.A. 40A:12A-9, which consent shall not be unreasonably withheld; and
- (c) Upon completion of the required Improvements and the subsequent issuance of a Certificate of Completion for the Project, the conditions determined to exist at the time the area was determined to be in need of Redevelopment shall be deemed to no longer exist and the land and improvements thereon shall no longer be subject to eminent domain as a result of those prior determinations.

Section 5.03 Effect and Term of Covenants. It is intended and agreed, and the Declaration shall so expressly provide, that the agreements and covenants set forth in Section 5.02 shall be covenants running with the land and that they shall, in any event, and without

regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Borough, its successors and assigns, and any successor in interest to the Project Premises, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project Premises or any part thereof. It is further intended and agreed that the agreements and covenants set forth in Section 5.02(a) shall remain in effect until the expiration of the Redevelopment Plan (at which time such agreements and covenants shall cease and terminate) and that the agreements and the covenants provided in Sections 5.02(b) and (c) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the Project, the Project Premises, or any part thereof, and each party in possession or occupancy, respectively, only for such period as Redeveloper or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Premises, the buildings and structures thereon or any part thereof.

Section 5.04 Enforcement by the Borough. In amplification, and not in restriction of the provisions of this Article V, it is intended and agreed that the Borough and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 5.02 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Borough for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the

Borough has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Borough shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which they or any other beneficiaries of such agreement or covenant may be entitled. The Borough shall be entitled to reimbursement for all reasonable costs, including attorneys' fees, for the successful enforcement of its rights and remedies in any judicial or administrative forum.

Section 5.05 Permitted Exceptions. The following are not exceptions to title, but rather, permitted title encumbrances (the "Permitted Exceptions") with respect to the Project Parcels:

- (a) Covenants, conditions, building and use restrictions specified in the Redevelopment Plan, as they relate to the Subject Site;
- (b) Any facts disclosed by the Survey provided the same do not materially or adversely affect the ability of the Borough to operate and use the improvements constructed on the Subject Site as contemplated in this Agreement;
- (c) Title exceptions appearing on the final site plan for the Redevelopment Area affecting the Subject Site;
- (d) Present and future statutes, laws, ordinances, regulations, restrictions, legal requirements and orders of any federal, state, county or municipal government or other public authority relating to the Subject Site;
- (e) Liens for real estate taxes not yet due and payable;

- (f) Local building and zoning laws and regulations;
- (g) Surface conditions observable by a visible inspection of the Subject Site and subsurface conditions not visible by inspection;
- (h) The provisions of the LRHL;
- (i) Such other title exceptions as may be consented to or approved by the Borough in writing;
- (j) The rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the parts of the Subject Site next to the street or running to any improvement on the Subject Site; and
- (k) Any riparian rights or interest of the State of New Jersey requiring a riparian grant or conveyance of riparian rights to the Subject Site.

ARTICLE VI

MUNICIPAL CONSENT FOR ASSIGNMENT OR SALE

Section 6.01 Transfers and Assignments. Redeveloper shall not have the right to transfer or assign this Agreement to any Transferee of Redeveloper's interest in the Project Premises except as expressly set forth in Section 5.02(b) and this Section. In the event of any Transfer permitted under this Agreement, all of the obligations of the Redeveloper under this Agreement shall be specifically assumed in writing by the assignees or transferees of the Redeveloper. Notwithstanding the foregoing, no transfer or assignment of either this Agreement or the Redeveloper's interest in the Project Premises shall be valid unless the Borough has approved such assignment or transfer in writing pursuant to N.J.S.A. 40A:12A-9. In the event

the Redeveloper seeks to assign or transfer property and the obligation of this Agreement, the Redeveloper shall provide the Borough with sufficient proof in affidavit form from the Redeveloper which shall affirmatively represent that the obligations and responsibilities set forth in this Agreement and the Disposition Agreement have not been violated by the Developer and shall further specifically represent that the Developer is aware of no uncured notices of violation from the Borough Engineer or any agency having jurisdiction over the Project. Any legal Transfer shall release the Redeveloper from any further obligation with respect to the portion transferred under this Agreement from and after the closing of the Transfer, except as to any liability or obligation of the Redeveloper incurred prior to such Transfer and except as otherwise provided in this Agreement or in the written approval by the Borough. Notwithstanding the foregoing, Redeveloper shall not assign this Agreement (other than to a Mortgagee in connection with financing) if Redeveloper is not in compliance with the Construction Schedule for the Municipal Complex in accordance with Article IX.

Section 6.02 Permitted Transfers. The following transfers are exceptions to the prohibition set forth in Section 6.01, and shall not require prior approval by the Borough: (a) a mortgage or mortgages and other liens, security interests and encumbrances including, without limitation, pledges by the owners of the ownership interests in the Redeveloper to any Ownership Interest Pledgee, for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project, subject to Article VII hereof; (b) utility and other development easements; (c) conveyances and/or leases to the ultimate tenants of the individual residential units or commercial space within the Project, (d) any contract or agreement with respect to any of the foregoing exceptions; (e) a transfer of any portion of the Project

provided that the transferee has been approved in writing and in accordance with N.J.S.A. 40A:12A-9, by the Borough; and (f) the transfer of all or a portion of the Redevelopment Area or Project to an affiliated entity or controlled group in furtherance of the development and/or financing of the Project.. Notwithstanding anything in this Agreement to the contrary, after completion of that portion of Phase I consisting of the municipal facilities, the Borough's consent to any Transfer which might be subject to its consent shall be limited to consent as set forth in N.J.S.A. 40A:12A-9.

Section 6.03 Prohibition Against Speculative Development. Due to the importance of the redevelopment of the Project Premises to the general welfare of the Borough and the assistance afforded by the Borough to the for the purpose of making such redevelopment possible, the Redeveloper represents and agrees that its acquisition and development of the Project Premises, and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of the redevelopment of the Project Premises as provided herein and in the Disposition Agreement, and not for speculation in land-holding.

ARTICLE VII

MORTGAGE FINANCING AND RIGHTS OF MORTGAGEE

Section 7.01 Notice to Borough. Prior to the completion of the Project, as certified by the Borough, neither the Redeveloper nor any successor in interest to the Project Premises or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project Premises, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Project Premises, except

for the purpose of obtaining funds in connection with the Project. The Redeveloper or its successor in interest shall notify the Borough of any financing, secured by mortgage or other lien instrument, which it has entered into with respect to the Project Premises or any part thereof and, in addition, the Redeveloper shall promptly notify the Borough of any encumbrance or lien that has been created on or attached to the Project Premises, whether by voluntary act of the Redeveloper or otherwise, upon obtaining knowledge or notice of same. The provisions of this Section 7.01 shall not be deemed to grant to the Borough the right to approve or review the terms of any such proposed financing.

Section 7.02 Completion of Project. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the Mortgagee or Ownership Interest Pledgee authorized by this Agreement (including any such holder who obtains title to the Project Premises or title to the ownership interests in the Redeveloper, or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Project Premises or such part from or through such holder or (b) any purchaser at foreclosure sale other than the Mortgagee itself or the Ownership Interest Pledgee, as the case may be) shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Declaration be construed to so obligate such Mortgagee or Ownership Interest Pledgee. Except as otherwise provided in Section 7.04 herein, nothing in this Article or any other Article or provision of this Agreement shall be deemed or construed to permit or authorize any such Mortgagee or Ownership Interest Pledgee to devote the Project Premises or any part thereof to

any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan and this Agreement.

Section 7.03 Notice to Mortgagee or Ownership Interest Pledgee. Whenever the Borough shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper of its obligations or covenants under this Agreement, the Borough shall at the same time forward a copy of such notice or demand to each Mortgagee or Ownership Interest Pledgee, as the case may be, authorized by this Agreement at the last known address of such holder shown in the records of the Borough. It shall be the obligation of the Redeveloper to provide to the Borough correct addresses for all Mortgagees or Ownership Interest Pledgees in accordance with the notice provisions of Article XI.

Section 7.04 Right to Cure Default and Assume Redeveloper's Obligations. After any breach or default referred to in Section 7.03 above, each Mortgagee or Ownership Interest Pledgee shall (insofar as the rights of the Borough are concerned) have the right, at its option, within thirty (30) days, to cure or remedy such breach or default and to add the cost thereof to the mortgage, or the pledge as the case may be, provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Article or any other Article of this Agreement shall be deemed to permit or authorize such Mortgagee or Ownership Interest Pledgee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the Borough, by written agreement satisfactory to the

Borough, by written agreement satisfactory to the Borough, to complete, in the manner provided in this Agreement, the Project on the Project Premises or the part thereof to which the lien or title of such holder relates. Any such Mortgagee or Ownership Interest Pledgee who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the Borough, to receive the individual Certificates of Occupancy for the individual residential units or commercial structures, the overall Certificate of Occupancy for the entire Project and the Certificate of Completion as hereinabove set forth in this Agreement.

Section 7.05 Mortgagee's Option To Cure Redeveloper Default. The Borough further agrees that the Borough shall not terminate, or take any action to terminate, this Agreement, unless Mortgagee and Ownership Interest Pledgee has received notice of the event giving rise to the Borough's right to terminate the Agreement and has failed within to cure, or to commence and to diligently prosecute the cure of, Redeveloper's default(s) specified in such notice within sixty (60) days after the cure period given to Redeveloper; provided, however, with respect to defaults that are not readily curable by the Mortgagee or Ownership Interest Pledgee within sixty (60) days (including without limitation defaults as to payments owed the Borough), the Borough shall not terminate, or take any action to terminate, this Agreement if the Mortgagee or Ownership Interest Pledgee, after receipt of the notice provided above and prior to the expiration of the sixty (60) day cure period, (i) institutes proceedings to foreclose the mortgage or pledge (or exercises other appropriate remedies to obtain title and possession of the Project Premises) and diligently prosecutes such proceedings and/or remedies, (ii) moves to lift any automatic or other stay that prohibits or otherwise prevents holder or Ownership Interest Pledgee from commencing and/or prosecuting such proceedings and/or remedies, and (iii) Mortgagee or Ownership Interest Pledgee discharges all other obligations as and when due from the Redeveloper to the Borough under this Agreement to the extent that Mortgagee or Ownership Interest Pledgee can do so given its then current status as lender, and not the owner of the Project Premises.

Section 7.06 Borough's Option To Cure Mortgage Default. In the event of a default or breach prior to the completion of the Project by the Redeveloper, or any successor in interest, in or of any of its obligations under, and, to the Mortgagee, the Borough may at its option cure such default or breach, in which case the Borough shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by the Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Borough in curing such default or breach and to a lien upon the Project Premises (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement, provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Project Premises authorized by the Agreement.

ARTICLE VIII

DEFAULT / REMEDIES

Section 8.01 Default. The Borough has the right to declare the Redeveloper in default under this Agreement in any one of the following eventualities:

- (a) Redeveloper becomes insolvent;
- (b) Redeveloper makes an assignment for the benefit of creditors;

- (c) A voluntary petition in Bankruptcy is filed by the Redeveloper and not discharged within 30 days;
- (d) An involuntary petition in Bankruptcy is filed against the Redeveloper and the Redeveloper is adjudicated Bankrupt and not discharged within 60 days.
- (e) A receiver or receivers are appointed to take charge of the property of Redeveloper and such receiver or receivers are not discharged within ninety (90) days.
- (f) The Redeveloper abandons the construction of the Project for a period of thirty (30) consecutive days, unless such abandonment is due to Force Majeure.

Section 8.02 Redeveloper Default.

- (a) Upon a default by the Redeveloper under the terms and/or conditions of this Agreement, the Borough shall provide the Redeveloper with thirty (30) days written notice of such default, specifying in detail the nature thereof, within which period of time the Redeveloper shall be required to cure same. Notwithstanding the foregoing sentence, if the default is of a nature that it cannot, with the exercise of reasonable diligence, be cured within the thirty (30) day period, then for so long as Redeveloper is diligently pursuing the cure of such default, the thirty (30) day period shall be extended to a reasonable period of time to enable the Redeveloper to cure the default with the exercise of reasonable diligence. If at the expiration of the cure period, as it may be extended, the Redeveloper has failed to cure any such default, the Borough, without further notice to the Redeveloper, may exercise the remedies set forth in Subsection (b) hereof.
- (b) The cash deposit and performance bond may be utilized by the Borough for the performance and completion of the Improvements described in this Agreement upon default of

the Redeveloper, after all notice and cure periods, as they may be extended hereunder, as well as for other cots as set forth in this Agreement. It is understood that the performance guarantee is given pursuant to N.J.S.A. 40:55D-53, and the Borough shall be entitled to all of the rights and remedies provided thereby, together with all rights and remedies provided by the law and/or equity. The Redeveloper agrees that in the event the Redeveloper defaults under the terms of this Agreement, that the Redeveloper shall be responsible for, not only the costs of completing the improvements, but also all reasonable ancillary costs and reasonable counsel fees expended by the Borough to enforce the provisions of this Agreement.

- (c) The Redeveloper agrees that any time the Redeveloper shall fail to comply with any of the terms of this Agreement or any part of the specification as herein mentioned, the Borough Engineer, Construction Code Official or the Police Department, as to public safety matters on any issue committed to their discretion, may forthwith stop all further work on said improvement until the work has been corrected or otherwise made to comply with the terms of this Agreement and the said specifications.
- (d) Notwithstanding anything to the contrary herein contained, in the event conditions detrimental to health, life, limb or property are created by the Redeveloper, they shall be promptly corrected at the expense of the Redeveloper. If any emergency shall arise, the Borough will immediately notify the Redeveloper on the site or if the emergency permits, in the sole discretion of the Borough Engineer, by notice hand delivered or sent by Certified Mail, Return Receipt to the address provided herein for notices. If no action is promptly taken by the Redeveloper, the Borough is hereby empowered to take such corrective measures as in its sole

but reasonable discretion it may deem necessary and charge the reasonable cost of same to the Redeveloper.

Section 8.03 Initial Remedy Upon Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor to such party, such party (or successor) shall, within thirty (30) days of receiving written notice from another, proceed to commence to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may, in addition to such other rights as specified in this Agreement, institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

Section 8.04 Remedies in the Event of Termination of this Agreement. In the event that, prior to the issuance of a Certificate of Completion for the Project, in violation of this Agreement, the Redeveloper assigns or attempts to assign this Agreement or any rights in the Project or the Project Premises, contrary to the provisions of this Agreement, or if any default or failure referred to in Sections 8.01 and 8.02 shall not be cured within thirty (30) days after the date of written demand by the Borough or within the period of time granted by the Borough extending beyond thirty (30) days shall not have been cured, ended or remedied in accordance with the provisions of that section, then this Agreement, and any rights of the Redeveloper or its assignee or transferee in this Agreement, or arising therefrom with respect to the Borough or the Project Site, shall, at the option of the Borough, be terminated and there shall be no further rights

or obligations of the parties, except as expressly set forth in this Section 8.04. In the event of such termination, the Borough shall terminate the Redeveloper's designation as the redeveloper of the Project.

The Borough may proceed, upon termination of the Redeveloper's rights under this Agreement, including termination of the designation of the Redeveloper as the designated redeveloper for the Project Site and the Redevelopment Area, to proceed to choose and designate a new Redeveloper in accordance with the provisions of the local Redevelopment and Housing Law, and to exercise the power of eminent domain in favor of such newly designated Redeveloper as the Borough may deem necessary or proper in order to complete the Project in accordance with the Redevelopment Plan. Any actions taken by the Borough under this Section 8.04 shall always be subject to and limited by, and shall not defeat, invalidate or limit in any way the lien of any mortgage or ownership interest pledge authorized by this Agreement for the protection of the holders of such mortgage or ownership interest pledge.

Section 8.05 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breath or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other

party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE IX

ADDITIONAL TERMINATION RIGHTS

Section 9.01 Additional Termination Rights of the Borough. This Agreement shall terminate upon reasonable notice by the Borough to the Redeveloper of its decision to so terminate, pursuant to the provisions of Section 13.01, provided, however, the dates set forth below shall be extended by the delay incurred due to an occurrence of an event of Force Majeure. The Redeveloper warrants that it shall proceed with all due diligence to obtain necessary County approvals with the assistance of the Borough.

- (a) If on a date one (1) month after the issuance of a building permit, the Commencement of Construction of the Municipal Complex has not occurred.
- (b) If on a date twelve (12) months after the Commencement of Construction of the Municipal Complex, a Certificate of Completion has not been issued for the Municipal Complex; provided, however, that such deadline may be extended, upon notice provided by the Redeveloper to the Borough, to a date not later than eighteen (18) months after the date of issuance of a building permit.
- (c) If on a date twelve (12) months after the date of issuance of a building permit, Commencement of Construction of the balance of Phase I of the Project, not including the Municipal Complex, has not occurred; provided, however, that

such deadline may be extended, upon notice provided by the Redeveloper to the Borough, to a date not later than twenty-four (24) months after the date of issuance of a building permit, if commercially reasonable financing is not available due to market conditions.

(d) If on a date twenty-four (24) months after the date of issuance of a building permit, the Commencement of Construction of Phase II of the Project has not occurred; provided, however, that such deadline may be extended to a date thirty-six (36) months after the date of issuance of a building permit, upon notice provided by the Redeveloper to the Borough, if commercially reasonable financing is not available due to market conditions.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

Section 10.01 Representations and Warranties by Redeveloper. Redeveloper hereby represents and warrants the following for the purpose of inducing the Borough to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) <u>Formation</u>. Redeveloper is duly formed, validly existing and in good standing under the laws of the State of New Jersey and is qualified to do business under the laws of the State of New Jersey, and has all requisite company power and authority to carry on its business as now conducted and as contemplated by this Agreement will be conducted, and to enter into and perform its obligations under this Agreement.

- (b) <u>Legal Authority; Power</u>. Redeveloper has the legal power, right and authority to (i) enter into this Agreement and the instruments and documents referenced herein to which Redeveloper is a party, (ii) consummate the transactions contemplated hereby, (iii) take any steps or actions contemplated hereby, and (iv) perform its obligations hereunder.
- Redeveloper, and is valid and legally binding upon Redeveloper and enforceable in accordance with its terms on the basis of the laws presently in effect, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally and subject to the availability of equitable remedies, and the execution and delivery hereof and will not violate the operating agreement or other formation or operating documents of the Redeveloper or result in a breach or constitute a default under or violate the terms of any indenture, agreement or other material instrument to which Redeveloper is a party or by which the Redeveloper or its material assets may be bound or affected.
- (d) No Pending Litigation. There is no pending litigation, or to the best of Redeveloper's knowledge (after reasonable inquiry) litigation threatened in writing, that would prevent Redeveloper from performing its duties and obligations hereunder or have a material adverse effect on the financial condition or business of the Redeveloper. There are no outstanding judgments against the Redeveloper that would have a material adverse effect upon the assets or property of the Redeveloper or which would materially impair or limit the ability of the Redeveloper to enter into or carry out the transactions contemplated by this Agreement.

- (e) <u>Financial Matters</u>. Redeveloper has the capability of obtaining the requisite debt and equity financing in an amount sufficient for the construction, development and operation of the Project Premises.
- (f) <u>No Conflict</u>. This Agreement is not prohibited by and does not conflict with any agreements, instruments, judgments or decrees to which the Redeveloper is a party or is otherwise subject.
- (g) No Violation of Laws. The Redeveloper has received no notice as of the date of this Agreement asserting any non-compliance in any material respect by the Redeveloper with applicable statutes, rules and regulations of the United State of America, the State of New Jersey, or of any other state, municipality or agency. The Redeveloper is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other governmental authority which is in any respect material to the transaction contemplated hereby.
- (h) <u>Project Documents</u>. The Redevelopment Agreement as well as all other project documents associated with the Project Premises as set forth on the exhibits and schedules attached hereto and incorporated herein are based upon reasonable assumptions and fairly present to the Borough the subject matter thereof.

Section 10.02 Representations and Warranties by Borough. The Borough hereby represents and warrants the following to Redeveloper for the purpose of inducing Redeveloper to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

- (a) Formation. The Borough is an instrumentality of the State of New Jersey, and has all requisite power and authority to enter into and perform its obligations under this Agreement.
- (b) Legal Authority; Power. The Borough has the legal power, right and authority to (i) enter into this Agreement and the instruments and documents referenced herein to which the Borough is a party, (ii) consummate the transactions contemplated hereby, (iii) take any steps or actions contemplated hereby, and (iv) perform its obligations hereunder.
- (c) Execution; No Violation or Conflict. This Agreement has been duly executed by the Borough and is valid and legally binding upon the Borough and enforceable in accordance with its terms on the basis of laws presently in effect, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally and subject to the availability of equitable remedies, and the execution and delivery hereof will not violate the constitutional documents of the Borough or other regulations or documents governing the actions of the Borough or results in a material breach or constitute a material default under or violate the terms of, or conflict with, any indenture, agreement or other instrument to which the Borough is a party or by which the Borough or its material assets may be bound or affected.
- (d) No Pending Litigation. There is no pending litigation, or to the best of the Borough's knowledge (after reasonable inquiry) litigation threatened in writing, that would prevent the Borough from performing its duties and obligations hereunder or have a material adverse effect on the financial condition or activities of the Borough. There are no outstanding

judgments against the Borough that would have a material adverse effect upon the Project Premises or which would materially impair or limit the ability of the Borough to enter into or carry out the transactions contemplated by this Agreement.

(e) No Violation of Laws. The Borough has received no notice as of the date of this Agreement asserting non-compliance in any material respect by the Borough with applicable statutes, rules or regulations of the United State of America, the State of New Jersey, or of any other state, municipality or agency. The Borough is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other governmental authority which is in any respect material to the transactions contemplated hereby.

ARTICLE XI

[RESERVED]

ARTICLE XII

PREPARATION AND APPROVAL OF PLANS AND SPECIFICATIONS FOR DEVELOPMENT

Section 12.01 Borou gh Approval of Site Plan. Redeveloper has obtained Site Plan Approval for Phase I of the Project. Redeveloper shall at its own cost, within one hundred twenty (120) days after the Effective Date, cause to be prepared by a licensed architect, surveyor and/or engineer of the State of New Jersey a subdivision plan, a preliminary and final site plan for the construction of Phase II of the Project consistent with the Redevelopment Plan and a metes and bounds description of the Redevelopment Area (collectively, the "Phase II Site Plan"). The Borough shall have a period of ninety-five (95) days after receipt thereof to approve such Phase II Site Plan, including the building orientations, architectural style and building materials

to be used for the Improvements, and facilities for parking and structured parking, as being in conformity with the Redevelopment Plan and this Agreement, or to furnish to Redeveloper in writing notice of any changes or modifications, and the reasons therefor, required to be made in order to render the same in conformity with the Redevelopment Plan and this Agreement. The Borough shall not unreasonably withhold, delay or condition approval of the Phase II Site Plan provided it is materially consistent with the Redevelopment Plan and, to the extent not inconsistent therewith, the MLUL. If changes or modifications shall be required by the Borough, Redeveloper shall incorporate such changes and modifications and furnish revisions to the Borough for approval within thirty (30) days after receipt of written notice thereof. The Redeveloper shall submit the Phase II Site Plan application as and for both a preliminary and final Site Plan Approval (the "Site Plan Approval").

Section 12.02 Filing of Phase II Site Plan. Redeveloper shall pursue Phase II Site Plan Approval in a reasonable manner and shall prepare and submit all applications and supporting documents to the Planning Board within thirty (30) days of receipt of the Borough's approval of the Phase II Site Plans and shall make a full public presentation of the Phase II Site Plan and proposed Project, at public meetings and upon requisite notice as required under the Municipal Land Use Law. Redeveloper shall, in making its presentation, be obligated to consider public comment made at the presentations, and shall have available at the presentation persons who are knowledgeable of the proposed project and the geographic surroundings of the Redevelopment Area to provide responses to questions that may be posed by members of the public.

The Borough hereby acknowledges that simultaneously with its application for Phase II Site Plan Approval, the Redeveloper may apply to the Planning Board for Major Subdivision Approval pursuant to the Multiple Land Use Law, in Redeveloper's sole discretion, and for the purposes of this Agreement such application shall be deemed to be included in the Phase II Site Plan Approval.

Section 12.03 Phase II Site Plan Approval. The Planning Board shall expeditiously process and hear the application for Phase II Site Plan Approval, tentatively scheduled to be heard on November 20, 2007. In the event that, within sixty (60) days from the date of submission to the Planning Board of a complete application for Phase II Site Plan Approval, Redeveloper has not received Phase II Site Plan Approval from the Planning Board, then at either party's election, upon written notice to the other, the sixty (60) day period shall be extended to a reasonable period of time as agreed by the Parties. The Planning Board shall not unreasonably withhold, condition or delay Phase II Site Plan Approval provided that the Phase II Site Plan Application is complete and is materially consistent with the Redevelopment Plan and, to the extent not inconsistent therewith, the MLUL.

The failure to obtain Phase II Site Plan Approval within the time set forth above shall not be construed as a breach of the performance time requirement of this Section 12.03, provided the application then under consideration is consistent with the requirements of the Redevelopment Plan and all other applicable legal requirements, including the MLUL. Redeveloper's time constraint hereunder for acquiring the applicable Governmental Approvals shall be extended day for day with that agreed to by the Redeveloper, as applicant, and the Planning Board only if the

application then under consideration is consistent with the requirements of the Redevelopment Plan and with all applicable legal requirements.

Section 12.04 Approval of Construction Plans. Within one hundred eighty (180) days after receiving Phase II Site Plan Approval from the Planning Board, Redeveloper shall, at its own cost, cause to be prepared and submitted to the Construction Code Official (the "CCO") the various Construction Plans of the Project required for construction of the Improvements. The CCO shall have a period of thirty (30) days after receipt thereof to review and approve these Construction Plans as being in conformity with the Redevelopment Plan and this Agreement, and as being appropriate, in the CCO's reasonable exercise of judgment, in terms of building orientations, their placement on the Project Premises and architectural styling and building materials to be used for the Improvements, and facilities for parking and structured parking as well as the locations on the Project Premises, or to furnish to Redeveloper in writing notice of any changes or modifications, and the reasons therefor, required to be made in order to render the same in conformity with the Redevelopment Plan and this Agreement.

The CCO shall, if the final Construction Plans originally submitted conform to the provisions of the Redevelopment Plan and this Agreement, approve in writing such Construction Plans, and no further filing by the Redeveloper or approval by the CCO thereof shall be required except with respect to any change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the CCO, in whole or in part, setting forth in detail the reasons therefore, shall be sent to Redeveloper within thirty (30) days after the date of their receipt by the CCO. If the CCO so rejects the final Construction Plans in whole or in part as not being in conformity with the Redevelopment Plan or this Agreement, the Redeveloper

shall submit new or corrected final Construction Plans which are in conformity with the Redevelopment Plan and this Agreement within sixty (60) days after receipt of written notification to the Redeveloper of the rejection. The provisions of this Section 12.04 relating to approval, rejection, and resubmission of corrected Construction Plans hereinabove provided for with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the CCO; provided, that in any event the Redeveloper shall submit final Construction Plans for the Project which are in conformity with the Redevelopment Plan and this Agreement no later than two hundred seventy (270) days after receiving Preliminary Site Plan Approval from the Planning Board. Failure to provide satisfactory Construction Plans within the above timeframe shall provide the Borough with the option to either i) grant a reasonable extension of time for the Redeveloper to provide the CCO with conforming Construction Plans, or ii) terminate this Agreement.

Section 12.05 O ther Plans to be Submitted. The Redeveloper shall, to the extent not shown on the Phase II Site Plan, also submit the following plans to the CCO for his review and acceptance within the time frame provided in <u>Section 12.04</u> above, and at the same time as it submits the Phase II Site Plans and subdivision plan pursuant to <u>Section 12.01</u> above:

- (a) A plan showing the building, the site and site improvements, parking facility(ies), all elevations of the building(s), the exterior treatment of the building including color, type and texture of material(s) to be used, and a sample of the actual construction materials being used on all facades.
- (b) A lighting plan demonstrating that all "on site" walkways, parking areas, and other areas accessible to pedestrians during the hours of darkness will be adequately lighted

to insure pedestrian safety. Such plan will demonstrate the amount, placement, type and construction of the lighting.

- (c) A staging of improvements plan, to the extent applicable, showing the order of proposed construction, including any temporary or interim construction or operating arrangements. This plan shall include the Redeveloper's estimate for the timing of any soil or environmental remediations and/or engineering and institutional controls of site preparations, foundations, construction, landscaping, installation of drives, sidewalks, and completion of construction, and should furnish such information and data necessary to enable the Borough to schedule any public improvements required.
- (d) A plan showing the construction of all on-site roadways and streets and related facilities required by the Redevelopment Plan, as amended, this Agreement and the Redeveloper's Site Plan as approved by the Borough and the Planning Board, or by the Borough in the reasonable exercise of its discretion.
- (e) Such other plans as the Borough may from time to time reasonably require to promote the orderly redevelopment of the Project Premises.

Section 12.06 Time for Submission of Corrected Construction Plans. The time within which the Redeveloper shall submit any new or corrected Construction Plans shall not be later than sixty (60) days after the date Redeveloper receives written notice from the CCO of rejection of Construction Plans referred to in the last such notice.

Section 12.07 Time for Borough Action in Change in Construction Plans. The time within which the Borough may decline to approve any change to the Construction Plans

proposed by Redeveloper, shall be twenty (20) days after the date of the CCO's receipt of notice of such change and a copy of the revised plan or plans.

Section 12.08 Final Site Plan Approval. A Certificate of Occupancy issued by the Borough Construction Code Official is a prerequisite to the issuance of a Certificate of Completion by the Borough under this Agreement. Redeveloper shall be required to submit Site Plans for the Project as built that are final in nature and which reflect compliance with the Governmental Approvals and the Redeveloper's Site Plan(s). Any material deviations between the Final Site Plan must have been previously submitted by Redeveloper to the CCO and the Borough and received the prior written approval of the CCO and the Borough, as provided in the Redevelopment Plan, as amended, and this Agreement.

Section 12.09 Changes in Improvements to be Constructed. The Redeveloper shall not be permitted to construct any Improvements on the Project Premises other than those set forth as shown on the Site Plans and Construction Plans, nor shall the Redeveloper be permitted to make any additions, changes, alterations, substitutions or the Improvements to be constructed, without the prior written consent of the Borough after review and approval by the Borough of the revised site and construction plans showing such changes, alterations, substitutions or modifications.

ARTICLE XIII

NOTICES AND DEMANDS

Section 13.01 Manner of Notice. Any notice, request, consent or other communication under this Agreement (a "Notice") shall be in writing and shall be given by personal delivery or by Federal Express or similar overnight national courier, or by telecopier

with confirmation (followed by overnight courier), addressed to the parties at the addresses hereinabove set forth. An additional copy of any notice intended for Redeveloper shall be sent to:

Herrick, Feinstein LLP One Gateway Center Newark, New Jersey 07102 Attn: Scott Tross, Esq. Facsimile: (973) 274-2500

and an additional copy of any notice intended for the Borough shall be sent to:

Durkin & Boggia 71 Mount Vernon Street P.O. Box 378 Ridgefield Park, New Jersey 07660 Attn: Philip N. Boggia, Esq. Facsimile: (201) 641-6649

Notice shall be deemed to be delivered upon receipt. Any party may, upon ten (10) days' notice to the other, change the address to which notices to such party shall thereafter be given.

ARTICLE XIV

MISCELLANEOUS

Section 14.01 Force Majeure. It is agreed that the deadline stated herein for construction may be extended to a date mutually agreed upon by the parties, and it shall be extended if completion of the construction of the Improvements is prevented by an event of Force Majeure, in which case any unexpired deadline shall be extended for the period of the enforced delay, as mutually determined by the parties, provided that the Redeveloper undertaking the improvement who seeks the benefit of this provision on Force Majeure shall, within ten (10) days after the beginning of any such enforced delay, have notified the Borough, and of the cause or causes

thereof, and has requested an extension for the period of the enforced delay. Compliance with municipal laws regulating land use and construction, any legal requirements under any applicable environmental laws, as well as known NJDEP clearances, approvals, or permits typical of the development process and referred to in this Agreement, shall not be considered or construed as events of Force Majeure.

Section 14.02 Right of Entry For Utility Service. The Borough reserves for itself and any public utility company, as may be appropriate, upon three days written notice, the unqualified right to enter upon the Project Premises at any reasonable time for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Project Premises boundary lines.

Section 14.03 Redeveloper Not To Construct Over Utility Easements. The Redeveloper shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities, unless such construction is provided for in such easement or has been approved by the Borough. If approval for such construction is requested by the Redeveloper, the Borough shall use its best efforts to assure that such approval shall not be withheld unreasonably.

Section 14.04 Construction Sign. The Redeveloper shall provide and erect a construction sign at the site before the start of construction, and shall maintain the sign until the completion of the Project, such signage to be consistent with applicable ordinances. The sign shall be at least 8' 0" x 12' 0" in size and shall be separate from any sign erected by the Redeveloper to advertise the Project.

Section 14.05 Maintenance. The Redeveloper shall be responsible for maintenance and securing the Project Premises, subject to this Agreement, until such time as Redeveloper no longer owns or leases the Project Premises or parts thereof.

Section 14.06 Equal Employment Opportunity. The Redeveloper agrees that during the construction of Improvements:

- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure 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. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Borough which are consistent therewith.
- (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) Subcontractors and suppliers to the Project Area shall include qualified and certified minority enterprises.

(d) The obligations in this Section shall be binding on all contractors and subcontractors to the extent that any work is done by any contractor or subcontractor, and any contract entered into by the Redeveloper shall so provide.

Section 14.07 Entire Agreement. This Agreement constitutes the entire Agreement of the parties and supersedes the prior or contemporaneous writings, discussions, or agreements between the parties with respect to the subject matter hereof. This Agreement may not be changed, modified, or amended except by a written agreement specifically referring to this Agreement signed by all the parties hereto. Except as otherwise set forth herein, no amendment, extension, modification or alteration in any of the terms and/or conditions or requirements by the Borough shall operate so as to relieve any surety from its obligations on any performance or maintenance guarantee.

Section 14.08 Titles of Articles and Sections/Headings. Any titles of the several Parts and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The Section headings contained in this Agreement are inserted for reference purposes only and shall be given no weight in the construction of this Agreement. None of the headings or titles of Articles and Sections are intended to limit or define the contents of the Sections and Articles.

Section 14.09 Counterparts. This Agreement is executed in several counterparts, each of which shall constitute one and the same instrument.

Section 14.10 Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

Section 14.11 Estoppels. Within ten (10) days following request by Redeveloper, or of any lender, purchaser or other party having an interest in the Project, the Borough shall issue a signed estoppel certificate either stating this Agreement is in full force and effect and that there is no default or breach under this Agreement, or stating the nature of the default or breach, if any.

Section 14.12 Conflicts. In the event of any conflict or inconsistency between the terms of this Agreement and the Disposition Agreement, the terms of the Disposition Agreement shall control with respect to the portion of the Project and the Improvements that are the subject of the Disposition Agreement.

Section 14.13 I ndemnification. Redeveloper shall be and remain liable for any and all damage or monetary loss (including, but not limited to, attorneys' fees) that may be suffered by the Borough or the Board, or their officers, employees, agents and/or professionals by any neglect, wrongdoing, omission or commission of any act by the Redeveloper or any person, firm or corporation acting for the Redeveloper hereunder arising from the construction or installation of the improvements, the performance of the terms hereof or from or out of this Agreement. The Redeveloper shall also save, indemnify, and hold harmless the Borough, its officers, agents, boards and employees for any and all actions at law or in equity, charges, debts, liens, encumbrances, costs and attorneys' fees which may arise from any such damage or loss, from the making of the improvements, the performance of the terms hereof or from or out of this

Agreement, except where the Borough or its agents have been judicially determined to have acted contrary to law or failed to perform acts required by law or by this Agreement or have been guilty of negligence.

When and in the event that by reason of the negligence of the Redeveloper in the construction of the Project, litigation arises and the Borough is made a party Defendant to any lawsuit so instituted and by reason of the necessity of the Borough to defend such suit, escrow funds provided for in Section 14.14 hereof are deemed to be insufficient to pay the continuing reasonable bills for services rendered to the Borough by its attorney and/or engineer, or other expenses or costs incurred in said litigation, the Borough may serve a written notice by Certified Mail, Return Receipt, upon the Redeveloper at the address set forth herein, requiring the Redeveloper to deposit within thirty (30) days thereof, such additional funds that the Borough may deem necessary for the completion of the development and the defense of any such litigation. The Redeveloper shall, within thirty (30) days, deposit such additional funds with the Borough as required. Should the Redeveloper fail to do so within the required time period, the Borough may direct the appropriate officials to place a stop work order on all development and construction of the Project on the Property and as depicted on the Site Plan.

Section 14.14 Borou gh's Professional Costs. The reasonable engineering, planning, and legal fees or charges for services rendered to the Board and to the Borough in connection with this Agreement and in connection with improvements made hereunder shall be paid by the Redeveloper upon the execution and delivery of this Agreement. A cash deposit in of \$25,000 dollars shall be deposited with the Borough for all professional services, it being specifically

agreed, that if during the course of the development it appears in the reasonable estimation of the CCO that the amount of deposit made is inadequate to meet such costs, the Borough may require additional sums to be deposited with the Borough as it might determine to be necessary and reasonable, and the Redeveloper shall forthwith deposit same. No building permits or Certificate of Occupancy shall be issued until such deposits have been made.

The Borough shall be and is hereby authorized by the Redeveloper to disburse the said deposit in payment of such services as are rendered upon the submission of property vouchers therefore, duly sworn to by the person or persons rendering the services and the unused portion of any such deposit shall be returned to the Redeveloper by the Borough upon issuance of the final Certificate of Completion for the Improvements.

Section 14.15 Dedication of Stre ets.

(a) The Redeveloper or its successors or assigns, if requested in writing by the Borough, shall dedicate to the public use, if applicable, all streets and areas lying within the bed of each street and the improvements therein as depicted in the Site Plan and such other aforesaid areas by deed or other acceptable method of conveyance as set forth herein, provided, however, that this Agreement shall not constitute an acceptance by the Borough of such streets or improvements there in other areas, until such time as the Borough may formally adopt a Resolution accepting the dedication after the recommendation of, among other things, the Borough Engineer.

Until such time as the Redeveloper has completed all the public improvements, including roadways and driveways, and the Borough has accepted the same by formal Resolution, the

Redeveloper shall be responsible to maintain said roads and driveways and keep same free of all snow and other debris so as to give access to fire, police and other emergency vehicles which may be required to render assistance at the Property. Notwithstanding anything to the contrary, no obligation is imposed on the Borough to accept any street, road or driveway shown on the Subdivision and/or Site Plans and/or other drawings to herein.

If requested in writing by the Borough, the Redeveloper, and its (b) successors and assigns, agrees to deliver to the Borough a deed, free and clear of all liens, encumbrances, covenants and conditions, and containing a metes and bounds description for all new streets, roads, driveways, easements, rights-of-way, playgrounds, and other areas to be dedicated to the Borough as depicted on the Site Plan, together with a title commitment (using the most recent ALTA form) indicating that the Redeveloper has clear and marketable title thereto. The conveyance by the Redeveloper to the Borough shall be by Deed of Bargain and Sale with Covenants against Grantors Acts in recordable form, described by reference to a filed map, setting forth all roads, easements and rights-of-way together with a proper Affidavit of Title and Title Insurance Policy subject only to the Standard ALTA exceptions, all subject to the approval of the Borough Attorney. Said streets, roads, driveways, easements and rights-of-way are to become part of the Borough road and Borough utility systems, reserving unto the Redeveloper or his successors and assigns the right to drain into drainage easements and discharge sanitary waste in the appropriate systems all subject to and under the supervision and approval of the Borough Engineer and in accordance with all pertinent ordinances and regulations of any agencies of government having jurisdiction. Notwithstanding anything to the contrary, no obligation is imposed on the Borough to accept any new streets, roads, driveways,

easements, rights-of-way, playgrounds or other areas shown on the Subdivision Plans, Site Plan and/or other drawings referred to herein.

Section 14.16 Dispute Resolution. The Borough and Redeveloper agree that in the event of any dispute between the Borough Engineer and the Redeveloper as to the compliance with this Agreement, the Redeveloper reserves the right to a hearing before the Governing Body. In the event that any dispute should arise regarding the payment of professional fees attributed to the site, same shall be resolved in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. and applicable Borough Ordinances. In the event the Borough Engineer and the Redeveloper are unable to resolve any dispute that may arise hereunder, such dispute shall be resolved by arbitration, except in the case that specific performance or other equitable relief is requested by either party, in which case such dispute shall be resolved by litigation.

Section 14.17 Governin g Law. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. Any litigation arising out of this Agreement shall be brought in the Superior Court of New Jersey, Law Division, Bergen County vicinage, and the parties agree to submit to the jurisdiction of said Court.

Section 14.18 Performanc e Bond.

(a) Prior to the issuance of a building permit, the Redeveloper shall post a Performance Bond in the amount reasonably determined by the Borough Engineer to insure the payment of the cost of installation of all on-site improvements, in accordance with N.J.S.A. 40:55D-53a(1). The Redeveloper shall provide an endorsement from a bonding company or

lending institution showing that the Borough of Edgewater is a secured party in connection with the requirements of this Agreement. The Performance Bond or letter of credit is to guarantee that all of the site work that is undertaken shall be completed in accordance with the Site Plans approved by the Planning Board and also to guarantee that all site work, including but not limited to on-site storm drainage system and sanitary sewer system, landscaping, etc. are constructed on the site as shown in the Site Plans.

(b) 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 a detailed "As-Built" Site Plan 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 requirements and approval of the Borough Engineer.

Section 14.19 No Third Part y Beneficiaries. Nothing contained in this Agreement shall be construed to give any person or legal entity, not a party to this Agreement, any claims against either party to this Agreement or any of their respective agents or agencies with respect to any matter arising out of this Agreement including, but not limited to, the installation of any improvements, or for any damage arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Borough has caused this Agreement to be duly executed in its name and behalf of the Mayor and Council, and its seal to be hereunto duly affixed and attested by its Secretary, and the Redeveloper has caused this Agreement to be duly executed in its name and behalf, on or as of the day first above written.

ATTEST:	BOROUGH OF EDGEWATER
BY: <u>JUBULA RAL</u> Name: BARBARA RAL Title: BORDUCH CLERIC OF EDGELIAT	BY: Manay Merse Name: NANCY MERSE Title: MAYOR OF EDGEWATER
ATTEST:	I. PARK EDGEWATER, LLC
BY: Wer Vence	BY: Name: Joseph Cotter

STATE OF NEW JERSEY	
·) SS: Greenwich
COUNTY OF Fairfield)

I CERTIFY that on November 5, 2007, 15 sept Coffer, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) This person signed, sealed and delivered the attached document as an officer of the corporate managing member of the limited liability company named in this document;
- b) The proper corporate seal was affixed; and
- c) This document was signed and made by the corporation as its voluntary act in its capacity as managing member of the limited liability company named in this document and by virtue of a resolution of its board of directors and in accordance with the operating agreement of the limited liability company.

A Notary Public of New Jersey Commission Expires:

MARIA N. MARTINEZ

Notary Public

My Commission Expires Feb. 28.

Zoning Verification Letter

DEPARTMENT OF BUILDINGS

BOROUGH OF EDGEWATER EDGEWATER, NEW JERSEY 07020



AREA CODE 201-943-1700 EXT. 3126

JOHN CANDELMO CONSTRUCTION OFFICAL LAND USE ADMINISTRATOR

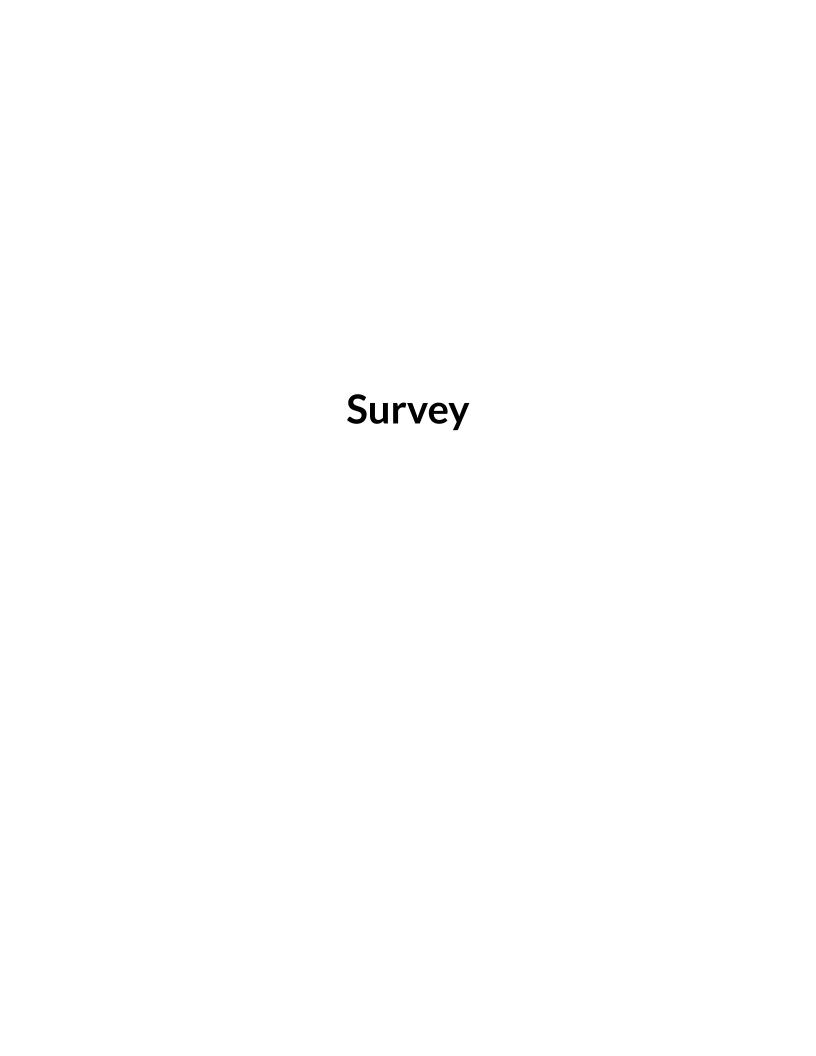
To Whom It May Concern:

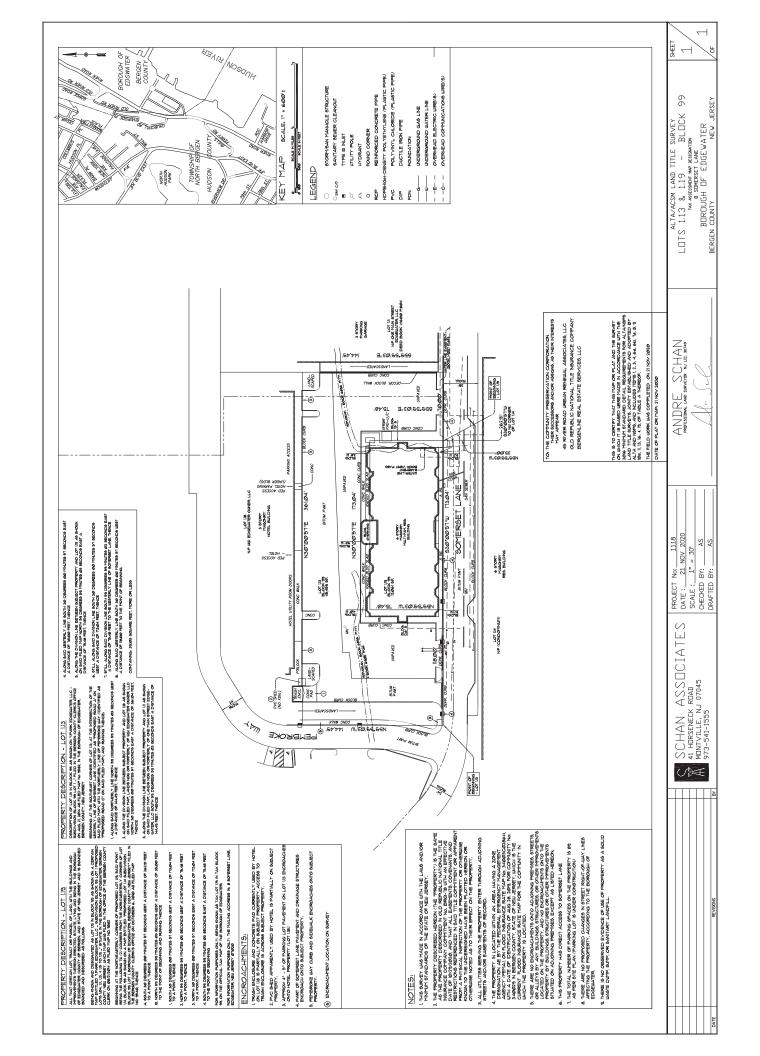
In response to your request for information regarding the above-referenced property, we have researched our files and present the following:

- The current zoning classification for the subject property is: SWRD.
- 2. The number of permitted units on site is: 77.

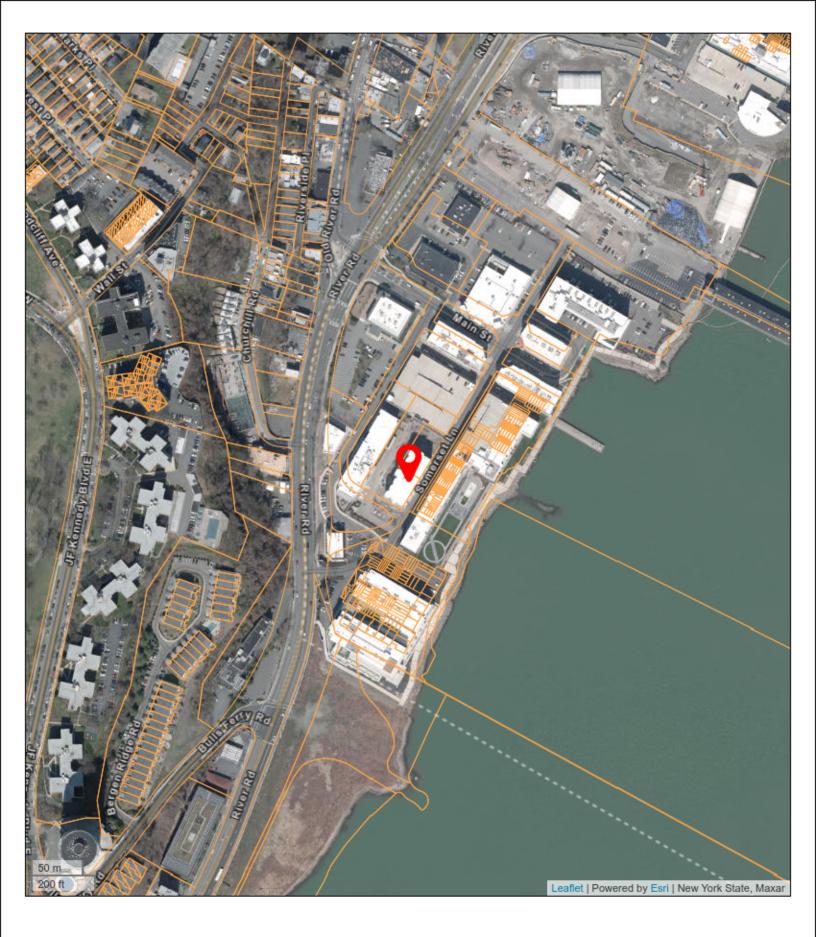
3.	According to the zoning ordinances and regulations of this district, the use of the subject property is a: MIXED USE Current Use Permitted Use by Right Permitted Use by Special/Specific Use Permit Number (enter permit number and see question 4) Permitted Use by Conditional Use Permit (enter permit number and see question 4) Legal Nonconforming Use (use was existing prior to the adoption of the zoning ordinance/code) Non-Permitted Use The Municipality is unable to opine at this time
4.	Conformance: Per current zoning ordinances and regulations applicable to the subject property, the current structure(s) is (if unknown, please check the last box):
	 □ Legal Conforming (complies with applicable zoning regulations, including parking) □ Legal Nonconforming (does not meet the current zoning requirements due to amendments, re-zoning, or other changes. See comments) □ Nonconforming (see comments) □ The Municipality is unable to opine at this time
	Comments:
5.	Have any variances, special permits/exceptions, ordinances or conditions been granted/approved for either the use or structures of the subject property:
	No, there are not any variances, special permits/exceptions, ordinances or conditions that apply to the Subject
	property. Yes, the following apply to the subject property: (Documentation/copies attached) Special Permit/Exception Ordinance Conditions
	Comments:
6.	Rebuild: In the event of casualty, in whole or in part, the zoning code states that a legal non-conforming structure:
	May be rebuilt in its current form (i.e. no loss of square footage, same footprint, with drive through(s), if applicable). ☐ May not be rebuilt in its current form, except upon satisfaction of certain conditions, limitations or requirements. Please see section of the current zoning code/ordinance for details. Additionally, the damage threshold is calculated based on ☐ the entirety of the property or ☐ per individual building.

7.	Zoning Code Violation and Condemnation/ Eminen	t Domain Information	n:
	There do NOT appear to be any outstanding/open there condemnation or eminent domain proceedings. The following outstanding/open zoning code violated the following condemnation eminent domain process.	ons apply to the subject	ct property:
	Comment:		
8.	Building Code Violation Information:		
	 ☑ There do NOT appear to be any outstanding/open ☐ The following outstanding/open building code violations 		
	Comment:		
9.	Fire Code Violation Information:		
	 ☒ There do NOT appear to be any outstanding/open ☐ The following outstanding/open fire code violations 		
	Comment:		
10.	Certificates of Occupancy (required for the use, op	eration and occupan	cy of the subject property), status:
	□ Valid Certificate(s) of Occupancy has been issued □ We are unable to locate a copy in our records. The enforcement action affecting the property. □ Certificates of Occupancy have been issued for to constructed prior to the year are no longer of will not give rise to any enforcement action affecting the □ A Certificate of Occupancy is not required for the second property.	e absence of a Certific he subject property in n file with this office. The property.	cate of Occupancy will not give rise to any (enter year): however, for projects
	Comments:		
11.	Site Plan Information:		
	☐ The subject property was not subject to a site plan ☐ The subject property was subject to site plan appro ☐ The subject property was subject to site plan appro ☐ (was lost or destroyed). All other existing documents a ☐ An approved site plan for the subject property is reproduce and distribute copies of the plan. All other e ☐ Other, (as noted here):	val; a copy of the app val, but a copy of the a pplicable to site plan a on file, but our office	approved site plan is no longer in existence approval for the site are attached. does not have the necessary resources to
	Comment:		
Further	comments regarding the subject property:		
The und	ormation was researched on JUNE 28 lersigned certifies that the above information contained mation supplied by the requestor. The Authority assume blic records, which may be inspected during regular bus	herein is believed to b s no liability for errors a	gned, per request and as a public service. se accurate and is based upon or relates to and omissions. All information was obtained
ZONING	SAUTHORITY:		
Ву:	JOHN CANDELMO	Municipality:	BOROUGH OF EDGEWATER
Title:	CONSTRUCTION OFFICIAL	Department:	BUILDING





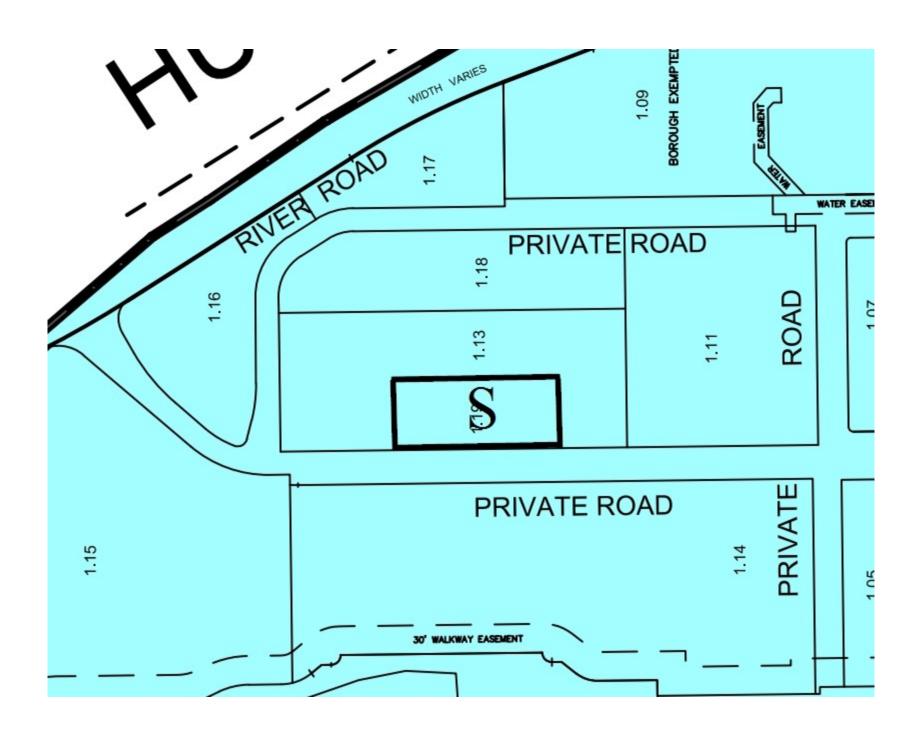
Property Identification











Non-Conforming Use & Structure Rebuildability Clause

§ 240-119 § 240-122

ARTICLE XII Nonconforming Uses, Structures or Lots

§ 240-119. Continuation.

A lawful use of land, buildings or structures existing at the effective date of this chapter may be continued on the lot or in the structure although it may not conform to this chapter, and any such structure may be restored or repaired in the event of partial destruction thereof; provided, however, that none shall be enlarged, extended, relocated, converted to another use or altered except in conformity with this chapter, except as permitted below. Land on which a nonconforming use or structure is located and any nonconforming lot shall not be subdivided so as to be made more nonconforming.

§ 240-120. Abandonment.

A nonconforming use shall be considered abandoned if it is terminated by the owner, if a nonconforming use involving a structure is discontinued for 12 consecutive months, or if a nonconforming use of land without structure(s) ceases for a period of six months. The subsequent use of the abandoned building, structure and/or land shall be in conformity with this chapter.

§ 240-121. Maintenance.

Maintenance may be made to a nonconforming use, structure or lot, provided that the maintenance work does not change the use, expand the building or the functional use of the building, increase the area of a lot used for a nonconforming purpose or increase the nonconformity in any manner.

§ 240-122. Restoration and repairs.

- A. Any nonconforming building, structure or use which has been condemned or damaged by fire, explosion, flood, windstorm or act of God shall be examined by the following three people: the Borough Engineer, the owner or an architect or engineer selected by the owner, and a third person agreed to by the Borough Engineer and the owner. If the value of repairing the condition is greater than 50% of the value of replacing the entire structure, it shall be considered completely destroyed and may be rebuilt to the original specifications only upon approval of a use variance as provided by state statutes.
- B. Where the value of repairing the condition is determined to be less than 50% of the value of replacing the entire structure, the nonconforming structure or use may be rebuilt and used for the same purpose as before, provided that it does not exceed the height, area and bulk of the original structure. The reconstruction shall commence within 12 consecutive months of the date the building was damaged or condemned with the reconstruction carried out without interruption; otherwise the damaged structure shall not be rebuilt as a nonconforming use or building.

Certificates of Occupancy



201-9431700

01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Lic. No./ Bldrs. Reg. No.: 29636 Federal Emp. No.: 22-2442715

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

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

\$0.00 Fees: Paidf X JCheck No.:

8117

M⊠

Collected by:

Mohn Candelmo Construction Official

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

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR





Date Issued: 01/06/2022 20170374 13805 Control #: Permit #:

	Home Warranty No: N/A Type of Warranty Plan: [] State [] Private	Use Group: R-2	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 101			Update Desc. of WK/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor Electrical and fire as ner plans for Affordable House. Alarm De vices	and Sprinkler Heads		
	Qual:			,c.								Federal Emp. No.: 22-2442715	
00/	99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201840-0050	Daibes Sons, LLC	125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050		
201-9431/00	Block: 99	Work Site Location: 8 Somerset Lane	•	Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	No./ Bldrs. Reg.No.: 29636	

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(

CERTIFICATE OF CONTINUED OCCUPANCY

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.

This serves notice that the work completed has been constructed or installed in accordance with

CERTIFICATE OF APPROVAL

This serves notice that said building or structure has been constructed in accordance with the

CERTIFICATE OF OCCUPANCY

Lic

New Jersey Uniform Construction Code and is approved for occupancy.

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:

TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

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

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

John Candelmo Construction Official

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

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR

Fees: \$0.00

8117 Paid X Check No.:

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Collected by:



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Home Womenty No. N/A		Use Group: R-2	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 102		Iladada Dana af Whillian	Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor. Change of Building Contractor Electrical and fire as ner plans for Affordable House. Alarm De vices	and Sprinkler Heads		
	Lot: 1.19 Qual:		020	sociates, LLC.		020				1 07020		Federal Emp. No.: <u>22-2442715</u>	
		8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	201 840-0050	29636	
NA COLONIA	Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor:	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

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

Fees: \$0.00

8117 Paid[X |Check No.:

M≪ Collected by:

John Candelmo Construction Official





01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Home Warranty No: N/A Type of Warranty Plan: [1 State [1 Private	Use Group:	Maximum Live Load:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 103			Update Desc. of WK Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor Electrical and fire as ner plans for Affordable House. Alarm Devices	and Sprinkler Heads	Federal Emp. No.: <u>22-2442715</u>
9 Lot: 1.19 Qual:		Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	01 840-0050	
Block: 99	Work Site Location: 8 Somerset Lane	i 四	Owner in Fee: 4	Address: 1	। प्या	Telephone: 20	Agent/Contractor: D	Address: 1.	띠	Telephone: 201 840-0050	No./ Bldrs. Reg.No.: 29636

CERTIFICATE OF OCCUPANCY

Lic.

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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use until

CERTIFICATE OF COMPLIANCE

istalled and/or

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 CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

ode and is approved for maintained in ac

Fees: \$0.00

8117 Paid[X]Check No.:

ΜW Collected by:

John Candelmo Construction Official



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

tate [] Private

Work Site Location: 8 Somerset Lane	8 Somerset Lane		Type of warranty Flan: Use Group:	L J State [R-2
	Edgewater, NJ 07020		Maximum Live Load:	
Owner in Fee:	Owner in Fee: 45 River Road Associates, LLC.	LLC.	Maximum Occupancy Load:	
Address:	125 River Road		Certificate Exp Date:	
	Edgewater NJ 07020		Certificate of Occupancy for Unit 104	or Unit 104
Telephone:	201 840-0050			
Agent/Contractor:	Agent/Contractor: Daibes Sons, LLC			
Address:	Address: 125 River Road		Update Desc. of WK/Use: Construction of 75 Affordable Resider	able Resider
	EDGEWATER NJ 07020		Plumbing for 76 Units, Temp electrics	emp electrics
Telephone:	Telephone: 201 840-0050		and Sprinkler Heads	
Lic. No./ Bldrs. Reg.No.: 29636	29636	Federal Emp. No.: 22-2442715		

ectrical service, Change of Building Contractor, Change of

esidential Units, Underground Plumbing Stub Out,

and fire as per plans for Affordable House, Alarm De vices

CERTIFICATE OF OCCUPANCY

Social Security No.:

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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 COMPLIANCE

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

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

Ahn Candelmo Construction Official

\$0.00 Fees: 8117 Paid[X]Check No.:

M⊠ Collected by:



Date Issued: 01/06/2022 74

13805	201703
Control #:	Permit #:

Home Warranty No: Type of Warranty Plan: Use Group: Maximum Live Load: Construction Classification: Maximum Occupancy Load: Certificate Exp Date: Description of Work/Use: Certificate Desc. of Wk/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices and Sprinkler Heads	Qual:	Block: 99 Lot: 1.19 Work Site Location: 8 Somerset Lane Edgewater, NJ 07020 Owner in Fee: 45 River Road Associates, LLC. Address: 125 River Road Edgewater NJ 07020 Telephone: 201 840-0050 Address: 125 River Road EDGEWATER NJ 07020 Telephone: 201 840-0050 Telephone: 201 840-0050
	Federal Emp. No.: <u>22-2442715</u>	29636
and Sprinkler Heads		201 840-0050
Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vic		EDGEWATER NJ 07020
Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,		
Indate Dec of Wk/I se		Daibes Sons, LLC
		201 840-0050
Certificate of Occupancy for Unit 105		Edgewater NJ 07020
Certificate Exp Date: Description of Work/Use:		125 River Road
Maximum Occupancy Load:	JLC.	45 River Road Associates, I
Maximum Live Load: Construction Classification:		Edgewater, NJ 07020
		8 Somerset Lane
	Qual:	

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

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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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

years); see file Dartial or limited time period

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

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

John Candelmo Construction Official

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

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

\$0.00 Fees: 8117 Paid[X]Check No.:

M≅ Collected by:



201-9431700

Borough of Edgewater 55 River Road Edgewater, NJ 07020

CERTI

Date Issued: 01/06/2022 Control #: 13805 Permit #: 20170374

Qual:	
Lot: 1.19	
66	
Block:	100

[] State [] Private

Use Group:

Home Warranty No: fype of Warranty Plan:

Work Site Location: 8 Somerset Lane

Edgewater, NJ 07020

Owner in Fee: 45 River Road Associates, LLC.

Address: 125 River Road

Edgewater NJ 07020
Telephone: 201 840-0050

Certificate of Occupancy for Unit 106

Certificate Exp Date:

Description of Work/Use:

Construction Classification: Maximum Occupancy Load:

Maximum Live Load:

Agent/Contractor: Daibes Sons, LLC
Address; 125 River Road
EDGEWATER NJ 07020

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of

Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out.

Update Desc. of Wk/Use:

Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices

and Sprinkler Heads

Telephone: 201 840-0050

Lic. No./ Bldrs. Reg.No.: 29636 Federal Emp. No.: 22-2442715 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:

] 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:

[1] 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.

1 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

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

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

Fees: \$0.00

Paid[X]Check No.: 8117
Collected by: MW

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01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

Dartial or limited time period

are no imminent hazards and the building is approved for continued occupancy

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

Fees: \$0.00

8117 Paid[X]Check No.:

M⊠ Collected by:

John Candelmo Construction Official



Borough of Edgewater 55 River Road

Edgewater, NJ 07020 201-0431700

DENTIFICATION

01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

201-2431/00	Block: 99 Lot: 1.19	Work Site Location: 8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Agent/Contractor: Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050	Lic. No./ Bldrs. Reg.No.: 29636 Fe	Social Security No.:
	Qual:											Federal Emp. No.: <u>22-2442715</u>	
A PRINCE NO.	Type of Warranty Plan:	Use Group:	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 201		The Property of the Property o	Update Desc. of WKOSE: Construction of 75 Afford	Plumbing for 76 Units, 1 Building Contractor, Elec	and Sprinkler Heads		
4	N/A [] State [] Private	R-2				for Unit 201			odate Desc. of WKOSE: Construction of 75 Affordable Residential Units, Underground	Plumbing for 76 Units, Temp electrical service, Change of Bu Building Contractor Electrical and fire as per plans for Afford			

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

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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

ilding Contractor, Change of

Plumbing Stub Out,

able House, Alarm De vices

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(

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

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

Fees: \$0.00

8117 Paid[X]Check No.:

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Collected by:

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR

John Candelmo Construction Official



201-9431700

Borough of Edgewater Edgewater, NJ 07020 55 River Road

01/06/2022 20170374 13805 Date Issued: Permit #: Control #:

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, State [] Private Certificate of Occupancy for Unit 202 ₹ Z Home Warranty No: Type of Warranty Plan: Maximum Occupancy Load: Certificate Exp Date: Update Desc. of Wk/Use: Construction Classification: Description of Work/Use: Use Group: Maximum Live Load: and Sprinkler Heads Federal Emp. No.: 22-2442715 Oual: 45 River Road Associates, LLC Lot: 1.19 EDGEWATER NJ 07020 Edgewater NJ 07020 Edgewater, NJ 07020 Daibes Sons, LLC 8 Somerset Lane 125 River Road 125 River Road 201 840-0050 201 840-0050 29636 66 Agent/Contractor: Lic. No./ Bldrs. Reg. No.: Block: Work Site Location: Address: Telephone: Owner in Fee: Address: Telephone:

CERTIFICATE OF OCCUPANCY

Social Security No.:

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.

This serves notice that based on written certification, lead abatement was performed as per

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

Dartial or limited time period

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

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:

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This serves notice that said potentially hazardous equipment has been installed and/or

CERTIFICATE OF COMPLIANCE

TAX ASSESSOR
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John Candelmo Construction Official

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

\$0.00 Fees: 8117

MΜ Collected by:

Paidf X JCheck No.:



01/06/2022 13805 Date Issued:

20170374 Control #: Permit #:

Home Warranty No: N/A Type of Warranty Plan: [State [ž,							Update Desc. of WK/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor Flectrical and fire as ner plans for Affordable House. Alarm De vices	and Sprinkler Heads		
Qual:			, LLC.								Federal Emp. No.: <u>22-2442715</u>	
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050	29636	
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

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T	ma	use

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

Dartial or limited time period

are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

\$0.00
Fees:

8117 Paid[X]Check No.:

Collected by: MW

John Candelmo Construction Official



Borough of Edgewater 55 River Road

Edgewater, NJ 07020

201-9431700

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, Update Desc. of Wk/Use: and Sprinkler Heads Maximum Live Type of Warrants Construction Classific Maximum Occupancy Certificate Exp Description of Worl Oual: 45 River Road Associates, LLC. Lot: 1.19 EDGEWATER NJ 07020 Edgewater NJ 07020 Edgewater, NJ 07020 Daibes Sons, LLC 8 Somerset Lane 125 River Road 125 River Road 201 840-0050 201 840-0050 66 Agent/Contractor: Telephone: Address: Block: Work Site Location: Owner in Fee: Address: Telephone:

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

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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John Candelmo Construction Official

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

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

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01/06/2022 20170374 13805 Date Issued: Permit #: Control #:

m Occupancy Load: Sertificate Exp Date:	ximum Live Load:	Use Group: R-2	pe of Warranty Plan: [] State [] Private	Home Warranty No: N/A	N/A [] State [] Private R-2
		faximum Live Load:			

Certificate of Occupancy for Unit 204

Federal Emp. No.: 22-2442715

29636

Lic. No./ Bldrs. Reg. No.:

Social Security No.:

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

years); see file Dartial or limited time period

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

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

\$0.00 Fees: 8117 Paid X Check No.:

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Collected by:



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Home Warranty No: N/A pe of Warranty Plan: [] State [] Private	y f											
Home Warranty No: Type of Warranty Plan:	Use	Maximum Live Load:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of O		10 - 11 - 11 - 11 - 11 - 11 - 11 - 11 -	Update Desc. of WKUSe: Construction of 75 Affe	Plumbing for 76	and Sprinkler Heads	2442715	
Lot: 1.19 Qual:	t Lane	Edgewater, NJ 07020	oad Associates, LLC.	Road	Edgewater NJ 07020	050	ns, LLC	Road	EDGEWATER NJ 07020	050	Federal Emp. No.: <u>22-2442715</u>	
Block: 99	Work Site Location: 8 Somerset Lane	Edgewater	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater	Telephone: 201 840-0050	Agent/Contractor: Daibes Sons, LLC	Address: 125 River Road	EDGEWA	Telephone: 201 840-0050	Lic. No./ Bldrs. Reg.No.: 29636	Social Security No.:
	Wc						4				Lic. No.	Soc

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

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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John Candelmo Construction C

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

[] Total removal of lead-based paint hazards in scope of work NJAC 5:17, to the following extent: [] Partial or limited time period(

This serves notice that based on written certification, lead abatement was performed as per

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

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

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

Paid[X]Check No.:

Fees: \$0.00

Collected by: MW

8117



01/06/2022 Date Issued:

20170374 13805 Control #: Permit #:

y No: N/A Plan: [] State [] Private		Load:	Load:	Date:	Scriptom of work 55c. Certificate of Occupancy for Unit 206		111	odate Desc. of WKDSE: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as ner plans for Affordable House. Alarm De vices	ads		
Home Warranty No: Type of Warranty Plan:	Use Group:	Maximum Live Load:	Maximum Occupancy Load:	Certificate Exp Date: Description of Work/Hear	Certificate of Occ		JAN 37 TO STATE OF THE STATE OF	Update Desc. of WK/Use: Construction of 75 Affe	Plumbing for 76 l	and Sprinkler Heads		
Qual:			LC.								Federal Emp. No.: 22-2442715	
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050	29636	
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.; 29636	Social Security No.:

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CERTIFICATE OF CONTINUED OCCUPANCY

8117 Paid[X |Check No.:

Collected by:

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

John Candelmo Construction Official



01/06/2022 Date Issued:

20170374 13805 Permit #: Control #:

Home Warranty No: N/A	Type of Warranty Plan: [] State [] Private	Use Group: R-2	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 207			Opdate Desc. of WKOse: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor Electrical and fire as ner plans for Affordable House Alarm De vices	and Sprinkler Heads	442715	
4	Lot: 1.19 Qual:	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	1 840-0050	iibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	201 840-0050	29636 Federal Emp. No.: <u>22-2442715</u>	
	Block: 99	Work Site Location: 8	Ec	Owner in Fee: 45	Address: 12	岡	Telephone: 201 840-0050	Agent/Contractor: Daibes Sons, LLC	Address: 12		Telephone: 20	Lic. No./ Bldrs. Reg.No.: 29	Coord County No

CERTIFICATE OF OCCUPANCY _ ×

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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:

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CERTIFICATE
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CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

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Fees: \$0.00

8117 Collected by: MW Paid[X]Check No.:

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

John Candelmo Construction Official



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Home Warranty No: N/A Type of Warranty Plan: [] State [] Private		Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 208		The date Dans of Will Los	Optiate Desc. of wix Ose. Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor. Electrical and fire as ner plans for Affordable House. Alarm De vices	and Sprinkler Heads		
Qual:			Ċ.								Federal Emp. No.: 22-2442715	
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050		
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor:	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	Social Security No

CERTIFICATE OF OCCUPANCY

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CERTIFICATE OF APPROVAL

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TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

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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(

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

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

Mohn Candelmo Construction Official

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

\$0.00 Fees:

8117 Paid[X]Check No.:

M Collected by:



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



Date Issued: 01/06/2022 Control #: 13805 Permit #: 20170374

CERTIFICATE OF OCCUPANCY

Lic.

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

years); see file

Dartial or limited time period

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

] 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.

1 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 based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

are no imminent hazards and the building is approved for continued occupancy

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: \$0.00

Paid[X]Check No.: 8117

Collected by: MW

John Candelmo Construction Official

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

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR





Date Issued: 01/06/2022

	1#: 13805	
Cate 135aca.	Control #:	Permi

Block: 99 Work Site Location: 8 5 Owner in Fee: 45 Address: 125 Telephone: 201 Agent/Contractor: Dai Address: 125	Block: 99 Lot; 1.19 Qual: Work Site Location: 8 Somerset Lane Edgewater, NJ 07020 Owner in Fee: 45 River Road Associates, LLC. Address: 125 River Road Edgewater NJ 07020 Telephone: 201 840-0050 Telephone: 201 840-0050 Agent/Contractor: Daibes Sons, LLC Address: 125 River Road EDGEWATER NJ 07020	Home Warranty No: N/A 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: Certificate of Occupancy for Unit 210 Update Desc. of Wk/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out. Plumbing for 76 Units, Temp electrical service, Change of Building Contractor. Change of Building Contractor. Change of Building Contractor Electrical and fire as ner rulans for Affordable House. Alarm De vices
Telephone:	Telephone: 201 840-0050	building Contractor, Electrical and life as per plans for Alfordable House, Alarm De vices and Sprinkler Heads
No./ Bldrs. Reg. No.: 29636		Federal Emp. No.: <u>22-2442715</u>
Social Security No.:		

CERTIFICATE OF OCCUPANCY

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TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

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Fees: \$0.00

8117 Paid[X]Check No.:

M≪ Collected by:

John Candelmo Construction Official



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



Date Issued: 01/06/2022 Control #: 13805 Permit #: 20170374

	Home Warranty

3 1 1 1 1 1 1 1 1 1 2	Home Warranty No: N/A Type of Warranty Plan: State Private		Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date: Description of Work/Use	Certificate of Occupancy for Unit 211		1 Index Dong of WIV I ica	Optiate Desc. of WKOSE. Construction of 75 Affordable Residential Units, Underground	Plumbing for 76 Units, Temp electrical service, Change of Bu Building Contractor, Electrical and fire as per plans for Affords	and Sprinkler Heads	Federal Emp. No.: <u>22-2442715</u>	
8 Somerset Lane Edgewater, NJ 07020 45 River Road Associates, 125 River Road Edgewater NJ 07020 201 840-0050 Daibes Sons, LLC 125 River Road EDGEWATER NJ 07020 201 840-0050	Block: 99	Work Site Location: 8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125		Telephone: 201	Agent/Contractor: Daibes Sons, LLC	Address: 125		Telephone: 201 840-0050	Lic. No./ Bldrs. Reg. No.: 29636	Social Security No.

ilding Contractor, Change of able House, Alarm De vices

Plumbing Stub Out,

X] CERTIFICATE OF OCCUPANCY

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Fees: \$0.00

Paid[X]Check No.: 8117

Collected by: MW

What Construction Official

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

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR



01/06/2022 Date Issued:

20170374 Permit #: Control #:

	Type of Warranty Plan: [] State [] Private	Use Group: R-2	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 212		11. 42. 17. 2. 4. 11. 11. 12. 12. 12. 12. 12. 12. 12. 12	Update Desc. of WKUSE: Construction of 75 Affordable Residential Units. Underground Plumbing	Plumbing for 76 Units, Temp electrical service, Change of Building Contactor. Electrical and fire as ner plans for Affordable House	and Sprinkler Heads		
	Qual:				and the second s							Federal Emp. No.: <u>22-2442715</u>	
	99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	201 840-0050	29636	
OR THE PARTY OF TH	Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor:	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.:	Social Security No.:

ractor, Change of Alarm De vices

Stub Out.

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\$0.00 Fees: 8117 Paid[X]Check No.:

Μ Collected by:

John Candelmo Construction Official

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

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR



01/06/2022 20170374 13805 Date Issued: Control #: Permit #:

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8117 Σ Paid[X]Check No.: Collected by:

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR

Ann Candelmo Construction Official



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Home Warranty No: N/A Type of Warranty Plan: [] State [] Private		Maximum Live Load: — Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 214			Update Desc. of WKOUSE: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out.	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor Electrical and fire as near plans for Affordable House. Alarm De vices	and Sprinkler Heads		
Qual:			.C.								Federal Emp. No.: 22-2442715	
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050		
Block: 99	Work Site Location: 8 Somerset Lane	,	Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:	. — •	Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	

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\$0.00 Fees: 8117 Paid X Check No.:

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John Candelmo Construction Official



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

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John Candelmo Construction Official

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

\$0.00 8117 Fees: Paid X Check No.:

ΜW

Collected by:

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR



Borough of Edgewater 55 River Road

01/06/2022

Date Issued: Control #: Permit #:

> CERTIFICA IDENTIFICATION

20170374

13805

Edgewater, NJ 07020 201-9431700

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Update Desc. of Wk/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out. State [] Private Certificate of Occupancy for Unit 302 X Home Warranty No: Type of Warranty Plan: Construction Classification: Maximum Occupancy Load: Certificate Exp Date: Description of Work/Use: Use Group: Maximum Live Load: and Sprinkler Heads Federal Emp. No.: 22-2442715 Qual: 45 River Road Associates, LLC. Lot: 1.19 EDGEWATER NJ 07020 Edgewater NJ 07020 Edgewater, NJ 07020 Daibes Sons, LLC 8 Somerset Lane 125 River Road 125 River Road 201 840-0050 201 840-0050 29636 Lic. No./ Bldrs. Reg.No.: Block: Telephone: Agent/Contractor: Work Site Location: Address: Address: Telephone: Owner in Fee:

CERTIFICATE OF OCCUPANCY

Social Security No.:

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years): see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy

CERTIFICATE OF COMPLIANCE

\$0.00 Fees:

8117 Paid[X]Check No.:

Collected by:

John Candelmo Construction Official

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

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR



01/06/2022 20170374 13805 Date Issued: Permit #: Control #:

Type of Warranty Plan: [] State [] Private	Use Group: R-2	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 303		Ilmdote Daca of Wil-Alca.	Construction of 75 Affordable Residential Units, Under	Plumbing for 76 Units, Temp electrical service, Chang Building Contractor, Electrical and fire as per plans for	and Sprinkler Heads		
99 Lot: 1.19 Qual:	8 Somerset Lane	Edgewater, NJ 07020	45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	201 840-0050	Daibes Sons, LLC	125 River Road	EDGEWATER NJ 07020	201 840-0050	29636 Federal Emp. No.: <u>22-2442715</u>	
Block	Work Site Location:		Owner in Fee:	Address:		Telephone:	Agent/Contractor:	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.:	Social Security No.:

ge of Building Contractor, Change of

rground Plumbing Stub Out.

Affordable House, Alarm De vices

CERTIFICATE OF OCCUPANCY

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

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This serves notice that said potentially hazardous equipment has been installed and/or

CERTIFICATE OF COMPLIANCE

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John Candelmo Construction Official

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

\$0.00 Fees: 8117 Paid X | Check No.:

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Collected by:

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR



Work Site

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

01/06/2022 20170374 13805 Date Issued: Control #: Permit #:

Block: 99	99 Lot: 1.19	Qual:	Home Warranty No: N/A	N/A
rk Site Location:	ork Site Location: 8 Somerset Lane	,	Use Group:	R-2
	Edgewater, NJ 07020		Maximum Live Load:	
Owner in Fee:	Owner in Fee: 45 River Road Associates, LLC.		Maximum Occupancy Load:	
Address:	125 River Road		Certificate Exp Date:	
	Edgewater NJ 07020		Certificate of Occupancy for Unit 304	for Unit 304
Telephone:	Telephone: 201 840-0050	;		
gent/Contractor:	Agent/Contractor: Daibes Sons, LLC			
Address:	Address: 125 River Road		Construction of 75 Afford	Suate Desc. of WN Ose. Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out.

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

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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:

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Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices

and Sprinkler Heads

Federal Emp. No.: 22-2442715

EDGEWATER NJ 07020

201 840-0050

Telephone:

29636

Lic. No./ Bldrs. Reg.No.:

Social Security No.:

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

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

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

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

Bustelan	Construction Official
Deta l	John Candelmo
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U.C.C 260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

\$0.00 Fees: 8117 Paid X Check No.:

Σ Collected by:



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

COLUMN TO THE PARTY OF THE PART			Home Warranty No:	N/A
* Tr Block: 99	99 Lot: 1.19	Qual:	Type of Warranty Plan:	[] State [] Private
Work Site Location: 8 Somerset Lane	8 Somerset Lane		Use Group:	R-2
	Edgewater, NJ 07020		Maximum Live Load: Construction Classification:	
Owner in Fee:	Owner in Fee: 45 River Road Associates, LLC.	.C.	Maximum Occupancy Load:	
Address:	125 River Road		Certificate Exp Date:	
	Edgewater NJ 07020		Certificate of Occupancy for Unit 305	y for Unit 305
Telephone:	Telephone: 201 840-0050			
Agent/Contractor:	Agent/Contractor: Daibes Sons, LLC		Ille desky Done of Willell Inc.	
Address:	125 River Road		Update Desc. of WK/Use: Construction of 75 Affor	odate Desc. of WK/Use: Construction of 75 Affordable Residential Units, Underground Plum
	EDGEWATER NJ 07020		Plumbing for 76 Units, Building Contractor Fle	Plumbing for 76 Units, Temp electrical service, Change of Building Ruilding Contractor Electrical and fire as ner plans for Affordable H
Telephone:	201 840-0050		and Sprinkler Heads	
Lic. No./ Bldrs. Reg.No.: 29636	29636	Federal Emp. No.: <u>22-2442715</u>		
Social Security No.:				

Contractor, Change of

bing Stub Out,

ouse, Alarm De vices

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

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:

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This serves notice that said potentially hazardous equipment has been installed and/or

CERTIFICATE OF COMPLIANCE

\$0.00 Fees: Paid X Check No.:

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1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

John Candelmo Construction Official



201-9431700

01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

			Home Warranty No:	N/A
Block: 99	99 Lot: 1.19	Qual:	Type of Warranty Plan:	[] State [] Private
Work Site Location: 8 Somerset Lane	8 Somerset Lane		Use Group:	R-2
	Edgewater, NJ 07020		Maximum Live Load: Construction Classification:	
Owner in Fee: 45 River	45 River Road Associates, LLC.	C)	Maximum Occupancy Load:	
Address:	Address: 125 River Road		Certificate Exp Date:	
	Edgewater NJ 07020		Certificate of Occupancy for Unit 306	/ for Unit 306
Telephone:	Telephone: 201 840-0050			
Agent/Contractor:	Agent/Contractor: Daibes Sons, LLC			
Address:	125 River Road		Update Desc. of Wk/Use: Construction of 75 Affor	date Desc. of Wk/Use: Construction of 75 Affordable Residential Units, Underground Plun
	EDGEWATER NJ 07020		Plumbing for 76 Units, '	Plumbing for 76 Units, Temp electrical service, Change of Building Building Contractor Bleetrical and fire as near plans for Affordable B
Telephone:	Telephone: 201 840-0050		and Sprinkler Heads	יייים מות זווי מז ליהו ליהול ימן כש זווי יוויסו מתניים יייים מות זוויסו מתניים ומות זוויסו מתניים ומיוויסים יי
Lic. No./ Bldrs. Reg.No.: 29636		Federal Emp. No.: <u>22-2442715</u>		
Social Security No.:				

Contractor, Change of

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

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent: This serves notice that said building or structure has been constructed in accordance with the

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

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

CERTIFICATE OF CONTINUED OCCUPANCY

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.

This serves notice that the work completed has been constructed or installed in accordance with

CERTIFICATE OF APPROVAL

New Jersey Uniform Construction Code and is approved for occupancy.

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be

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TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

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

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John Zandelmo Construction Official

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

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1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

\$0.00 Fees: 8117 Collected by:



Date Issued: 01/06/2022

	13805	20170374
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Private

Block: 99	99 Lot: 1.19	Oual:	Time of Womanty Dian. [1 State]	
Site Lo	8 Somerset Lane			_
	Edgewater, NJ 07020		Maximum Live Load:	
Owner in Fee:	45 River Road Associates, LLC.	TLC.	Maximum Occupancy Load:	
Address:	125 River Road		Certificate Exp Date:	
	Edgewater NJ 07020		Certificate of Occupancy for Unit 307	307
Telephone:	Telephone: 201 840-0050			
Agent/Contractor:	Agent/Contractor: Daibes Sons, LLC			
Address:	Address: 125 River Road		Update Desc. of WK/Use: Construction of 75 Affordable Resident	ideni
	EDGEWATER NJ 07020		Plumbing for 76 Units, Temp electrical and fire	trica
Telephone:	Telephone: 201 840-0050		and Sprinkler Heads	
Lic. No./ Bldrs. Reg.No.: 29636	29636	Federal Emp. No.: 22-2442715		
Social Security No.:				

CERTIFICATE OF OCCUPANCY

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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

service, Change of Building Contractor, Change of

ial Units, Underground Plumbing Stub Out,

as per plans for Affordable House, Alarm De vices

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
- years); see file [] Partial or limited time period(

CERTIFICATE OF CONTINUED OCCUPANCY

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CERTIFICATE OF COMPLIANCE

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\$0.00 Fees: 8117 Paid[X]Check No.:

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John Candelmo Construction Official



Edgewater, NJ 07020 201-9431700

Qual:

Lot: 1.19

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Block:

45 River Road Associates, LLC. Edgewater, NJ 07020 8 Somerset Lane Work Site Location: Owner in Fee:

Edgewater NJ 07020

125 River Road

Address:

Daibes Sons, LLC 201 840-0050 Agent/Contractor: Telephone:

EDGEWATER NJ 07020 125 River Road Address:

Federal Emp. No.: 22-2442715 201 840-0050 Lic. No./ Bldrs. Reg.No.: Telephone:

CERTIFICATE OF OCCUPANCY

Social Security No.:

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01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

State [] Private Cype of Warranty Plan: Home Warranty No: Use Group: Construction Classification: Maximum Occupancy Load: Certificate Exp Date: Maximum Live Load:

Certificate of Occupancy for Unit 308 Description of Work/Use:

Update Desc. of Wk/Use:

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out. and Sprinkler Heads

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:

[] Fotal removal of lead-based paint hazards in scope of work

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

CERTIFICATE OF CONTINUED OCCUPANCY

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CERTIFICATE OF COMPLIANCE

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John Candelmo Construction Official

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

\$0.00 Fees: 8117 Paid[X]Check No.:

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Edgewater, NJ 07020 201-9431700

01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Home Warranty No: N/A Type of Warranty Plan: [1 State [1 Private		Maximum Live Load:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 309		TI T	Operate Desc. of WKO USE: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor Electrical and fire as ner plans for Affordable House. Alarm De vices	and Sprinkler Heads	
Qual:			LLC.								Federal Fran No. 22 2442715
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050	30636
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	2000 . old and Didre Des No .

CERTIFICATE OF OCCUPANCY

Social Security No.:

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.

This serves notice that based on written certification, lead abatement was performed as per

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

[] Partial or limited time period(

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

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CERTIFICATE OF COMPLIANCE

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

are no imminent hazards and the building is approved for continued occupancy

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

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John Candelmo Construction Official

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

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR



01/06/2022 20170374 13805 Date Issued: Permit #: Control #:

Block: 99 Lc Work Site Location: 8 Somerset Lane Edgewater, NJ 070 Owner in Fee: 45 River Road Ass Address: 125 River Road Edgewater NJ 071 Telephone: 201 840-0050 Address: 125 River Road Address: 125 River Road EDGEWATER NJ	8 Somerset Lane Edgewater, NJ 07020 45 River Road Associates, LLC. 125 River Road Edgewater NJ 07020 201 840-0050 Daibes Sons, LLC 125 River Road EDGEWATER NJ 07020	Qual:	Home Warranty No: N/A Type of Warranty Plan: [] State [Use Group: R-2 Maximum Live Load: Construction Classification: Maximum Occupancy Load: Certificate Exp Date: Description of Work/Use: Certificate of Occupancy for Unit 310 Update Desc. of Wk/Use: Construction of 75 Affordable Resider Plumbing for 76 Units, Temp electrics Building Contractor, Electrical and fire and Sprinkler Heads	Home Warranty No: N/A I ye of Warranty Plan: [] State [] Private Use Group: R-2 Maximum Live Load: truction Classification: mum Occupancy Load: Certificate Exp Date: Scription of Work/Use: Certificate of Occupancy for Unit 310 Certificate of Occupancy for Unit 310 Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Alarm De vices and Shrinkler Heads
Lic. No./ Bldrs. Reg. No.: 29636	9636	Federal Emp. No.: 22-2442715		
Social Security No.:				

CERTIFICATE OF OCCUPANCY

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CERTIFICATE OF APPROVAL

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TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

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CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

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

CERTIFICATE OF CONTINUED OCCUPANCY

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John Candelmo Construction Official

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

\$0.00 Fees: 8117 Paid[X]Check No.:

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Collected by:

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR



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



Date Issued: 01/06/2022 Control #: 13805 Permit #: 20170374

	o: N/A n: [] State [] Private			-		ncy for Unit 311		·	odate Desc. of WK/USC: Construction of 75 Affordable Residential Units, Underground Plu	Plumbing for 76 Units , Temp electrical service, Change of Buildin Building Contractor Electrical and fire as ner plans for Affordable			
1	Home warranty No: Type of Warranty Plan:	Use Group:	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 311		- 11/11/19 3 O 11	Update Desc. of wk/Use: Construction of 75 Affe	Plumbing for 76 Unit	and Sprinkler Heads		
	Qual:			C \$	Parameter 1 4 4 4							Federal Emp. No.: <u>22-2442715</u>	
000	99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	201 840-0050	Daibes Sons, LLC	125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050	29636 F	
DOLLOW TO THE PARTY OF THE PART	Block:	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor:	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.:	Social Security No

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House, Alarm De vices

[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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

] 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.

J 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:

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

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

Dartial or limited time period

are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

Fees: \$0.00

Paid[X]Check No.: 8117

Collected by: MW



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

CERTIFICATION

Date Issued: 01/06/2022 Control #: 13805

Control #: 13805 Permit #: 20170374

Home Warranty No: N/A Type of Warranty Plan: [] State [] Private		Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 312			Update Desc. of WKUSE: Construction of 75 Affordable Residential Units, Underground	Plumbing for 76 Units, Temp electrical service, Change of Bui Building Contractor Electrical and fire as ner plans for Affords	and Sprinkler Heads	Federal Emp. No.: <u>22-2442715</u>	
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	201 840-0050	Daibes Sons, LLC	125 River Road	EDGEWATER NJ 07020	201 840-0050	29636 Feder	
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor:	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.:	Cooiol Coumity No

Iding Contractor, Change of

Plumbing Stub Out,

ible House, Alarm De vices

[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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

] 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:

PLIANCE
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CERTIFICA
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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

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: \$0.00

Paid[X]Check No.: 8117

Collected by: MW

John Candelmo Construction Official



Edgewater, NJ 07020 201-9431700

Oual: Lot: 1.19 Edgewater, NJ 07020 8 Somerset Lane 66 Work Site Location: Block:

45 River Road Associates, LLC. 125 River Road Address: Owner in Fee:

Edgewater NJ 07020

Daibes Sons, LLC Agent/Contractor:

201 840-0050

Telephone:

125 River Road Address:

EDGEWATER NJ 07020 201 840-0050 Telephone: Federal Emp. No.: 22-2442715 29636 Lic. No./ Bldrs. Reg.No.:

CERTIFICATE OF OCCUPANCY

Social Security No.:

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

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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01/06/2022 20170374 13805 Date Issued: Control #: Permit #:

] State [] Private Y'N Гуре of Warranty Plan: Home Warranty No: Construction Classification: Maximum Occupancy Load: Certificate Exp Date: Use Group: Maximum Live Load:

Certificate of Occupancy for Unit 313 Description of Work/Use:

Update Desc. of Wk/Use:

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out. and Sprinkler Heads

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

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

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

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

8117 Σ Collected by: Paid[X]Check No.:

\$0.00

Fees:

John Candelmo Construction Official



CERTIFICATE

01/06/2022 20170374 13805 Date Issued: Control #: Permit #:

	N/A
IDENTIFICATION	Home Warranty No:

State [] Private

	Telephone: 201 840-0050	Telephone:
Certificate of Occupanc	Edgewater NJ 07020	
Certificate Exp Date: Description of Work/Use:	125 River Road	Address:
Maximum Occupancy Load:	Owner in Fee: 45 River Road Associates, LLC.	Owner in Fee:
Maximum Live Load: Construction Classification:	Edgewater, NJ 07020	
Use Group:	k Site Location: 8 Somerset Lane	k Site Location:
Type of Warranty Plan:	99 Lot: 1.19 Qual:	Block: 99

Update Desc. of Wk/Use:

Daibes Sons, LLC

Agent/Contractor:

ertificate of Occupancy for Unit 314

r 76 Units, Temp electrical service. Change of Building Contractor, Change of ntractor, Electrical and fire as per plans for Affordable House, Alarm De vices

Address:	Address: 125 River Road		Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,
	EDGEWATER NJ 07020		Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change Building Contractor Electrical and fire as ner plans for Affordable House. Alarn D.
Telephone:	201 840-0050		and Sprinkler Heads
Lic. No./ Bldrs. Reg.No.:	29636	Federal Emp. No.: 22-2442715	
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

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

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

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Fees:

8117 Paid[X]Check No.: Σ Collected by:

John Candelmo Construction Official

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01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

anty No. N/A		Use Group: R-2	ve Load: fication:	:y Load:	xp Date:	Certificate of Occupancy for Unit 401		MP II I.c.	onate Desk. of WNOSC. Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor. Electrical and fire as per plans for Affordable House. Alarm De vices	Heads		
Home Warranty No.	- Type of Warranty Plan:	Use	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date: Description of Work/Heer	Certificate of C		20 Cooperation	Construction of 75 Affe	Plumbing for 7 Building Contr	and Sprinkler Heads		
	99 Lot: 1.19 Qual:	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050	29636 Federal Emp. No.: <u>22-2442715</u>	
	Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	

CERTIFICATE OF OCCUPANCY

Social Security No.:

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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pooled	Opportunition Official
Colon	John Candelmo

\$0.00 Fees:

maintained in accordance with the New Jersey Uniform Construction Code and is approved for

use until

This serves notice that said potentially hazardous equipment has been installed and/or

CERTIFICATE OF COMPLIANCE

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

8117 Paid[X]Check No.:

Σ Collected by:



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

	Qual:		Maximum Live Load:	Maxim	Certificate Exp Date: Description of Work/Hee	Certificate of Occupancy for Unit 402			Opdate Desc. of WKOSe: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units , Temp electrical service, Change of Building Contractor, Change of Building Contractor, Plectrical and fire as ner plans for Affordable House. Alarm De vices	and Sprinkler Heads	Federal Emp. No.: <u>22-2442715</u>	
	Qual:			ULC.			i			,		Federal Emp. No.:	
0-	9 Lot: 1.19	Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020)1 840-0050	aibes Sons, LLC	125 River Road	EDGEWATER NJ 07020)1 840-0050	9636	
201-9431700	Block: 99	Work Site Location: 8 Somerset Lane	凶	Owner in Fee: 45	Address: 12	ন্ম।	Telephone: 201 840-0050	Agent/Contractor: Daibes Sons, LLC	Address: 12	副	Telephone: 201 840-0050	Ltc. No./ Bldrs. Reg.No.: 29636	

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,

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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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:

use until

\$0.00 Fees:

maintained in accordance with the New Jersey Uniform Construction Code and is approved for

This serves notice that said potentially hazardous equipment has been installed and/or

CERTIFICATE OF COMPLIANCE

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

8117 Paid[X]Check No.:

Collected by:

John Candelmo Construction Official



Edgewater, NJ 07020 201-9431700

01/06/2022 13805 Control #: Date Issued:

20170374 Permit #:

Block: 99 L. Work Site Location: 8 Somerset Lane Edgewater, NJ 071 Owner in Fee: 45 River Road As Address: 125 River Road Edgewater NJ 07 Telephone: 201 840-0050 Agent/Contractor: Daibes Sons, LLC Address: 125 River Road Edgewater NJ 07 Telephone: 201 840-0050 Agent/Contractor: Daibes Sons, LLC	Site Location: 8 Somerset Lane Edgewater, NJ 07020 Owner in Fee: 45 River Road Associates, LLC. Address: 125 River Road Edgewater NJ 07020 Telephone: 201 840-0050 Address: 125 River Road EDGEWATER NJ 07020 EDGEWATER NJ 07020	Qual:	Home Warranty No: N/A Type of Warranty Plan: [] State [Use Group: R-2 Maximum Live Load: Construction Classification: Maximum Occupancy Load: Certificate Exp Date: Description of Work/Use: Certificate of Occupancy for Unit 403 Update Desc. of Wk/Use: Construction of 75 Affordable Resider Plumbing for 76 Units, Temp electric Building Contractor, Electrical and fin	Home Warranty No: Iype of Warranty Plan: Use Group: Maximum Live Load: Autruction Classification: mum Occupancy Load: Certificate Exp Date: scription of Work/Use: Certificate of Occupancy for Unit 403 date Desc. of Wk/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices
Telephone:	201 840-0050		and Sprinkler Heads	
Lic, No./ Bldrs. Reg.No.: 29636	29636	Federal Emp. No.: 22-2442715		

Change of

CERTIFICATE OF OCCUPANCY

Social Security No.:

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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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:

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installed and/or	ode and is approve	
his serves notice that said potentially hazardous equipment has been installed and/or	rdance with the New Jersey Uniform Construction	
This serves	maintained in acco	use until

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

Dartial or limited time period

are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

\$0.00
Fees:

Paid[X]Check No.: 8117

Collected by: MW

John Candelmo Construction Official



Edgewater, NJ 07020

201-9431700

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Type of Warranty Plan: Construction Classification: Maximum Occupancy Load: Certificate Exp Date: Maximum Live Load: Description of Work/Use: and Sprinkler Heads Oual: 45 River Road Associates, LLC. Lot: 1.19 EDGEWATER NJ 07020 Edgewater NJ 07020 Edgewater, NJ 07020 Daibes Sons, LLC 8 Somerset Lane 125 River Road 125 River Road 201 840-0050 201 840-0050 66 Block: Agent/Contractor: Address: Work Site Location: Address: Telephone: Owner in Fee:

CERTIFICATE OF OCCUPANCY

Federal Emp. No.: 22-2442715

29636

Lic. No./ Bldrs. Reg.No.:

Social Security No.:

Telephone:

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

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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:

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7	July n

DENTIFICATION

01/06/2022 20170374 13805 Date Issued: Control #: Permit #:

] State [] Private Ϋ́ Home Warranty No: Use Group:

Certificate of Occupancy for Unit 404

Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, Update Desc. of Wk/Use:

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

years); see file Dartial or limited time period

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

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

\$0.00 Fees:

8117 Paid[X]Check No.:

Σ Collected by:



Edgewater, NJ 07020 201-9431700

Oual: Lot: 1.19 Edgewater, NJ 07020 8 Somerset Lane 66 Block: Work Site Location:

125 River Road Address:

45 River Road Associates, LLC.

Owner in Fee:

Edgewater NJ 07020 201 840-0050 Telephone:

Daibes Sons, LLC Agent/Contractor:

EDGEWATER NJ 07020 125 River Road Address:

Federal Emp. No.: 22-2442715 29636 Lic. No./ Bldrs. Reg.No.:

201 840-0050

Telephone:

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

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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:

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Home Warranty No:

01/06/2022 20170374 13805 Date Issued: Control #: Permit #:

State [] Private Type of Warranty Plan: Construction Classification: Maximum Occupancy Load: Certificate Exp Date: Maximum Live Load: Use Group:

Certificate of Occupancy for Unit 405 Description of Work/Use:

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Update Desc. of Wk/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, and Sprinkler Heads

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

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

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

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

\$0.00 Fees: 8117 Paid[X]Check No.:

MΚ Collected by:

John Candelmo Construction Official



Edgewater, NJ 07020 201-9431700

Qual: Lot: 1.19 8 Somerset Lane 66 Block:

Work Site Location:

45 River Road Associates, LLC. Edgewater, NJ 07020 125 River Road Address: Owner in Fee:

Edgewater NJ 07020

Daibes Sons, LLC Agent/Contractor:

201 840-0050

Telephone:

EDGEWATER NJ 07020 125 River Road Address:

Federal Emp. No.: 22-2442715 201 840-0050 29636 Lic. No./ Bldrs. Reg.No.: Telephone:

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

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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:

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01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Home Warranty No:	N/A
Type of Warranty Plan:	[] State [] Private
Use Group:	R-2
Maximum Live Load:	

Certificate Exp Date:

Construction Classification:

Maximum Occupancy Load:

Description of Work/Use:

Certificate of Occupancy for Unit 406

Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, Update Desc. of Wk/Use:

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of

Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices

and Sprinkler Heads

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

years); see file [] Partial or limited time period(_

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

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

John Candelmo Construction Official

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

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

\$0.00 Fees: 8117 Paid[X]Check No.:

≥ Collected by:



Edgewater, NJ 07020 201-9431700

01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Block: 99 Work Site Location: 8 5 Owner in Fee: 45 Address: 122 Edg Telephone: 201 Agent/Contractor: Dai Address: 125 Address: 126 Telephone: 201 Telephone: 201	Block: 99 Lot: 1.19 ork Site Location: 8 Somerset Lane Edgewater, NJ 07020 Owner in Fee: 45 River Road Associates, LLC. Address: 125 River Road Edgewater NJ 07020 Telephone: 201 840-0050 Address: 125 River Road EDGEWATER NJ 07020 Telephone: 201 840-0050	Qual:	Type of Warranty No: Type of Warranty Plan: Use Group: Maximum Live Load: Certificate Exp Date: Certificate Desc. of Wk/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, Plumbing for 76 Units. Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House. Alarm De vices and Sprinkler Heads
No./ Bldrs. Reg. No.: 29636	29636	Federal Emp. No.: 22-2442715	
Social Security No.:			

CERTIFICATE OF OCCUPANCY

Lic. No.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

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

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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:

use until			
sn			

\$0.00 Fees:

maintained in accordance with the New Jersey Uniform Construction Code and is approved for

This serves notice that said potentially hazardous equipment has been installed and/or

CERTIFICATE OF COMPLIANCE

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

8117 Paid[X]Check No.:

≥ ∑ Collected by:

Mhn Candelmo Construction Official



55 River Road Edgewater, NJ 07020 201-9431700

CERTIFICATION

Date Issued: 01/06/2022 Control #: 13805

Control #: 13805 Permit #: 20170374

House Western Nico NI/A	Type of Warranty Plan: [] State [] Private	Use Group: R-2	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 408		The door Dave of Will Hose	Optiate Desc. of WA OSC. Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor. Electrical and fire as per plans for Affordable House. Alarm De vices	and Sprinkler Heads		
	Qual:			×								Federal Emp. No.: 22-2442715	
	99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	201 840-0050		
W. T.	Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:	-1	Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

] 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.

1 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:

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

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

Paid[X]Check No.: 8117

\$0.00

Fees:

Collected by: MW

Ann Candelmo Construction Official



Edgewater, NJ 07020 201-9431700

Oual: 45 River Road Associates, LLC Lot: 1.19 Edgewater, NJ 07020 8 Somerset Lane 66 Block: Work Site Location: Owner in Fee:

125 River Road

Address:

Edgewater NJ 07020 201 840-0050 Telephone:

EDGEWATER NJ 07020 Daibes Sons, LLC 125 River Road Agent/Contractor: Address:

201 840-0050 Telephone:

Federal Emp. No.: 22-2442715 29636 Lic. No./ Bldrs. Reg.No.: 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

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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

John Candelmo

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L K J	IDENT	
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01/06/2022

Date Issued: Control #: Permit #:

13805

20170374

State [] Private Home Warranty No: Type of Warranty Plan: Use Group: Maximum Live Load: Construction Classification: Maximum Occupancy Load: Certificate Exp Date:

Certificate of Occupancy for Unit 409 Description of Work/Use:

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Update Desc. of Wk/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, and Sprinkler Heads

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

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

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

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

\$0.00 Fees:

8117 Paid[X JCheck No.:

×Μ Collected by:



01/06/2022

Date Issued:

13805

20170374

Permit #: Control #:

] State [] Private

Edgewater, NJ 07020

201-9431700

Onal: 45 River Road Associates, LLC. Lot: 1.19 Edgewater NJ 07020 Edgewater, NJ 07020 8 Somerset Lane 125 River Road 66 Work Site Location: Block: Owner in Fee: Address:

EDGEWATER NJ 07020

Daibes Sons, LLC

Agent/Contractor:

201 840-0050

Telephone:

125 River Road

Address:

Federal Emp. No.: 22-2442715 201 840-0050 29636 Lic. No./ Bldrs. Reg.No.: Telephone:

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

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices This serves notice that based on a general inspection of the visible parts of the building there This serves notice that based on written certification, lead abatement was performed as per Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17 are no imminent hazards and the building is approved for continued occupancy. CERTIFICATE OF CONTINUED OCCUPANCY [] Total removal of lead-based paint hazards in scope of work Certificate of Occupancy for Unit 410 NJAC 5:17, to the following extent: Dartial or limited time period Home Warranty No: Type of Warranty Plan: Use Group: Construction Classification: Maximum Occupancy Load: Certificate Exp Date: Description of Work/Use: Update Desc. of Wk/Use: Maximum Live Load: and Sprinkler Heads

CERTIFICATE OF COMPLIANCE

years); see file

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

\$0.00 Fees:

8117 Paid[X]Check No.:

ĕ Collected by:

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

An Candelmo Construction Official

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR



201-9431700

Oual: Lot: 1.19 8 Somerset Lane 66 Block:

45 River Road Associates, LLC. Edgewater, NJ 07020 125 River Road Address: Owner in Fee:

Edgewater NJ 07020

Daibes Sons, LLC Agent/Contractor:

201 840-0050

Telephone:

EDGEWATER NJ 07020 125 River Road Address:

Federal Emp. No.: 22-2442715 29636 Lic. No./ Bldrs. Reg.No.:

201 840-0050

Telephone:

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

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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:

6hn Candelmo Construction Official

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

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01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

N/A	State [] Private	R-2					
Home Warranty No:	Type of Warranty Plan:	Use Group:	Maximum Live Load:	Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Description of Work/Use:

Certificate of Occupancy for Unit 411 Description of Wo

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices and Sprinkler Heads

Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,

Update Desc. of Wk/Use:

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

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

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

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

\$0.00 Fees:

8117 Paid[X JCheck No.:

M⊠ Collected by:



01/06/2022

Date Issued: Control #: Permit #:

20170374

13805

Edgewater, NJ 07020

201-9431700

Plumbing for 76 Units, Temp electrical service. Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Update Desc. of Wk/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, [] State [] Private Certificate of Occupancy for Unit 412 Ϋ́ R-2 Home Warranty No: Type of Warranty Plan: Use Group: Maximum Live Load: Construction Classification: Maximum Occupancy Load: Certificate Exp Date: Description of Work/Use: and Sprinkler Heads Oual: 45 River Road Associates, LLC. Lot: 1.19 EDGEWATER NJ 07020 Edgewater NJ 07020 Edgewater, NJ 07020 Daibes Sons, LLC 8 Somerset Lane 125 River Road 125 River Road 201 840-0050 201 840-0050 Telephone: Agent/Contractor: Address: Work Site Location: Telephone: Block: Owner in Fee: Address:

CERTIFICATE OF OCCUPANCY

Federal Emp. No.: 22-2442715

29636

Lic. No./ Bldrs. Reg.No.:

Social Security No.:

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

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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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

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

\$0.00 Fees:

maintained in accordance with the New Jersey Uniform Construction Code and is approved for

use until

This serves notice that said potentially hazardous equipment has been installed and/or

CERTIFICATE OF COMPLIANCE

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(_

are no imminent hazards and the building is approved for continued occupancy.

8117 Paidf X |Check No.:

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Collected by:

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Home Warranty No: N/A		Use Group: R-2	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 413		F. M. M. I.	Optimity Descr. of wix Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor Electrical and fire as ner plans for Affordable House. Alarm De vices	and Sprinkler Heads		
H	Type of		Maxim Construction	Maximum Oc	Certifi Description	Certifica			Constru	Plumbin Ruilding	and Spri	2715	
	Qual:			TC.								Federal Emp. No.: 22-2442715	
	99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050	29636	
(Control of the Control of the Contr	Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor:	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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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:

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] C

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

Dartial or limited time period

are no imminent hazards and the building is approved for continued occupancy.

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

\$0.00 Fees:

8117 Paid[X]Check No.:

Σ Collected by:

Mohn Candelmo Construction Official



Edgewater, NJ 07020 201-9431700

Qual: Lot: 1.19 66 Block:

45 River Road Associates, LLC. Edgewater, NJ 07020 8 Somerset Lane Work Site Location: Owner in Fee:

Edgewater NJ 07020

201 840-0050

Telephone:

125 River Road

Address:

Daibes Sons, LLC Agent/Contractor:

EDGEWATER NJ 07020 125 River Road Address:

Federal Emp. No.: 22-2442715 29636 Lic. No./ Bldrs. Reg.No.:

201 840-0050

Telephone:

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

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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:

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01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

N/A

Home Warranty No:

State [] Private Certificate Exp Date: Type of Warranty Plan: Construction Classification: Maximum Occupancy Load: Maximum Live Load: Use Group:

Certificate of Occupancy for Unit 414 Description of Work/Use:

Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, Update Desc. of Wk/Use:

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of

Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices

and Sprinkler Heads

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

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

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

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

Jann Candelmo Construction Official

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

\$0.00 Fees: 8117 Paid[X]Check No.:

≥ Collected by:



Edgewater, NJ 07020 201-9431700

Block: 99 Lot: 1.19 Qual:

Work Site Location: 8 Somerset Lane

Edgewater, NJ 07020

Owner in Fee: 45 River Road Associates, LLC.

Address: 125 River Road

Edgewater NJ 07020
Telephone: 201 840-0050

Agent/Contractor: Daibes Sons, LLC

Address: 125 River Road
EDGEWATER NJ 07020

Lic. No./ Bldrs, Reg.No.: 29636 Federal Emp. No.: 22-2442715

201 840-0050

Telephone:

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

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

N/A	[] State [] Private	R-2		
Home Warranty No:	Type of Warranty Plan:	Use Group:	Maximum Live Load:	

01/06/2022

Date Issued: Control #: Permit #:

13805

20170374

Maximum Live Load:
Construction Classification:
Maximum Occupancy Load:
Certificate Exp Date:

Description of Work/Use:

Certificate of Occupancy for Unit 501

Update Desc. of Wk/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices

and Sprinkler Heads

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: \$0.00

Paid[X]Check No.: 8117

Collected by: MW



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

			Home Warranty No:	N/A
Block: 99	99 Lot: 1.19	Qual:	Type of Warranty Plan:	[] State [] Private
Work Site Location: 8 Somerset Lane	8 Somerset Lane		Use Group:	
	Edgewater, NJ 07020		Maximum Live Load:	
Owner in Fee:	Owner in Fee: 45 River Road Associates, LLC.	LLC.	Maximum Occupancy Load:	
Address:	Address: 125 River Road		Certificate Exp Date:	
	Edgewater NJ 07020		Certificate of Occupancy for Unit 502	for Unit 502
Telephone:	Telephone: 201 840-0050			
Agent/Contractor:	Daibes Sons, LLC	To state of the st	THE LEAST OF THE PARTY OF THE P	
Address:	125 River Road		Update Desc. of WK/Use: Construction of 75 Affor	odate Desc. of WKOSE: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,
	EDGEWATER NJ 07020		Plumbing for 76 Units, '	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as near plans for Affordable House. Alarm De vices
Telephone:	201 840-0050		and Sprinkler Heads	control of the state of the sta
Lic. No./ Bldrs. Reg.No.: 29636	29636	Federal Emp. No.: 22-2442715		

CERTIFICATE OF OCCUPANCY

Social Security No.:

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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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:

use until			
nse			

\$0.00 8117

Fees:

Collected by: MW

Paid[X]Check No.:

maintained in accordance with the New Jersey Uniform Construction Code and is approved for

This serves notice that said potentially hazardous equipment has been installed and/or

CERTIFICATE OF COMPLIANCE

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

Dartial or limited time period

are no imminent hazards and the building is approved for continued occupancy.

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR

John Candelmo Construction Official



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Lot: 1.19 Qual: Type of Warranty Plan: [State] Private	Use Group:	Maximum Live Load: Construction Classification:	Maxim	Certificate Exp Date: Description of Work/Hes					NJ 07020 Plumbing for 76 Units , Temp electrical service, Change of Building Contractor. Change of Building Contractor. Electrical and fine as per plans for Affordable House. Alarm De vices	and Sprinkler Heads	Federal Emp. No.: 22-2442715
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050	
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	Lic. No./ Bldrs. Reg. No.: 29636

CERTIFICATE OF OCCUPANCY

Social Security No.:

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

years); see file

Dartial or limited time period

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

are no imminent hazards and the building is approved for continued occupancy.

Fees: \$0.00

8117 Paid[X]Check No.:

Collected by:

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John Candelmo Construction Official



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

99 Lot: 1.19 Qual:	Use Group:	Edgewater, NJ 07020 Construction Classification:	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road Certificate Exp Date:	Edgewater NJ 07020 Certificate of Occupancy for Unit 504	Telephone: 201 840-0050	Agent/Contractor: Daibes Sons, LLC	Address: 125 River Road Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	EDGEWATER NJ 07020 Ruilding Contractor, Charge of Building Charge of Building Charge of Building Charge of Building Charge of Charge o	Telephone: 201 840-0050	20626 Endered From No. 22 2442718
	8 Somerset Lane	Edgewater, NJ 07	45 River Road As	125 River Road	Edgewater NJ 07	201 840-0050	Daibes Sons, LLC	125 River Road	EDGEWATER N	201 840-0050	76706
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor:	Address:		Telephone:	1 to No / Bldge Dec No : 30535

CERTIFICATE OF OCCUPANCY

Social Security No.:

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

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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:

[] 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 are no imminent hazards and the building is approved for continued occupanc
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This serves notice that based on written certification, lead abatement was performed as per

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

building there

CERTIFICATE OF COMPLIANCE

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

Fees: \$0.00

8117 Paid[X]Check No.:

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Collected by:

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

John Candelmo Construction Official

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR



01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

tty No: N/A y Plan: [] State [] Private	Use Group: R-2	: Load: cation:	/ Load:	p Date:	Certificate of Occupancy for Unit 505		11. 11. 1	odate Desc. of WNOse: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor Electrical and fire as ner plans for Affordable House. Alarm De vices	eads		
Home Warranty No: Type of Warranty Plan:	Use	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Oc		11-1-1	Update Desc. of wich use: Construction of 75 Affe	Plumbing for 76 Ruilding Contra	and Sprinkler Heads		
Qual:			J.C.								Federal Emp. No.: <u>22-2442715</u>	
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Agent/Contractor: Daibes Sons, LLC	125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050	29636	
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor:	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	Social Security No.:

CERTIFICATE OF OCCUPANCY

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This serves notice that based on written certification, lead abatement was performed as per

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NJAC 5:17, to the following extent:

years); see file

Dartial or limited time period

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

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:

Code		
n Construction		
Uniform		
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maintained	use until	

This serves notice that said potentially hazardous equipment has been installed and/or

CERTIFICATE OF COMPLIANCE

and is approved for

Fees: \$0.00

8117 Paid[X]Check No.:

× Σ Collected by:

John Candelmo Construction Official





01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Edgewater, NJ 070 Owner in Fee: 45 River Road Ass Address: 125 River Road Edgewater NJ 074 Telephone: 201 840-0050 Agent/Contractor: Daibes Sons, LLC Address: 125 River Road EDGEWATER NJ Telephone: 201 840-0050	Work Site Location: 8 Somerset Lane Edgewater, NJ 07020 Owner in Fee: 45 River Road Associates, LLC. Address: 125 River Road Edgewater NJ 07020 Telephone: 201 840-0050 Address: 125 River Road EDGEWATER NJ 07020 Telephone: 201 840-0050	Qual:	Type of Warranty Plan: Use Group: Maximum Live Load: Construction Classification: Maximum Occupancy Load: Certificate Exp Date: Description of Work/Use: Certificate of Occupancy for Unit 506 Update Desc. of Wk/Use: Construction of 75 Affordable Resider Plumbing for 76 Units, Temp electrica Building Contractor, Electrical and fire and Sprinkler Heads	Iype of Warranty Plan: Use Group: Maximum Live Load: Itruction Classification: mum Occupancy Load: Certificate Exp Date: scription of Work/Use: Certificate of Occupancy for Unit 506 Certificate of Occupancy for Unit 506 Units, Underground Plumbing Stub Out. Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Change of Building Contractor, Change of Sprinkler Heads
Lic. No./ Bldrs. Reg.No.: 29636		Federal Emp. No.: <u>22-2442715</u>		
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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

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:

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y Uniform Construction Code and is approved for		
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This serves notice that said potentially hazardous equipment has been installed and/or

maintained in accordance with the

use until

CERTIFICATE OF COMPLIANCE

Fees: \$0.00

8117 Paid[X]Check No.:

Collected by: MW

John Candelmo Construction Official



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

CERTIFICATION IDENTIFICATION

Date Issued: 01/06/2022

Control #: 13805 Permit #: 20170374

Block: 99	99 Lot: 1.19	Qual:	Home Warranty No: Type of Warranty Plan:	N/A [] State [] Private R-2
Edgewater, NJ 07	Edgewater, NJ 07020		Maximum Live Load:	
Owner in Fee:	Owner in Fee: 45 River Road Associates, LLC.	rc.	Maximum Occupancy Load:	
Address:	Address: 125 River Road		Certificate Exp Date:	
	Edgewater NJ 07020	***************************************	Certificate of Occupancy for Unit 507	for Unit 507
Telephone:	Telephone: 201 840-0050			
Agent/Contractor:	Agent/Contractor: Daibes Sons, LLC			
Address:	125 River Road		Update Desc. of WK/Use: Construction of 75 Affor	ndate Desc. of WKUSe: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,
	EDGEWATER NJ 07020		Plumbing for 76 Units, 1 Ruilding Contractor Flee	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as near plans for Affordable House. Alarm De vices
Telephone:	Telephone: 201 840-0050		and Sprinkler Heads	and the distriction of the print of the prin
Lic. No./ Bldrs. Reg. No.: 29636	29636	Federal Emp. No.: 22-2442715		
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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

] 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:

use until			

Fees: \$0.00

maintained in accordance with the New Jersey Uniform Construction Code and is approved for

This serves notice that said potentially hazardous equipment has been installed and/or

CERTIFICATE OF COMPLIANCE

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

Paid[X]Check No.: 8117

Collected by: MW

John Candelmo Construction Official



01/06/2022 20170374 13805 Date Issued: Control #: Permit #:

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, State [] Private Certificate of Occupancy for Unit 508 N N Home Warranty No: Type of Warranty Plan: Construction Classification: Maximum Occupancy Load: Certificate Exp Date: Maximum Live Load: Update Desc. of Wk/Use: Use Group: Description of Work/Use: and Sprinkler Heads Federal Emp. No.: 22-2442715 Qual: 45 River Road Associates, LLC. Lot: 1.19 EDGEWATER NJ 07020 Edgewater NJ 07020 Edgewater, NJ 07020 Daibes Sons, LLC 8 Somerset Lane 125 River Road 125 River Road 201 840-0050 201 840-0050 29636 66 Agent/Contractor: Lic. No./ Bldrs. Reg. No.: Block: Work Site Location: Address: Address: Owner in Fee: Telephone: Telephone:

CERTIFICATE OF OCCUPANCY

Social Security No.:

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

\$0.00 Fees:

8117 Paid[X]Check No.:

ΜW Collected by:

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

John Candelmo Construction Official



01/06/2022 Date Issued:

20170374 13805 Control #: Permit #:

No: N/A an: [] State [] Private		ad:	;pe	If C.	ancy for Unit 509			odate Desc. of WKOSE: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor Electrical and fire as ner plans for Affordable House. Alarm De vices			
Home Warranty No: Type of Warranty Plan:	Use Group:	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 509		11-170 3 David 11	Update Desc. of wich Use: Construction of 75 Affi	Plumbing for 76 Un Ruilding Contractor	and Sprinkler Heads		
Qual:			.C.								Federal Emp. No.: <u>22-2442715</u>	
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	125 River Road	EDGEWATER NJ 07020	201 840-0050		
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

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:

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This serves notice that said potentially hazardous equipment has been installed and/or

CERTIFICATE OF COMPLIANCE

Fees: \$0.00

8117 Paid[X]Check No.:

ΜW

Collected by:

John Candelmo Construction Official

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

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR



01/06/2022 13805 Control #: Date Issued:

20170374 Permit #:

Home Warranty No: N/A Type of Warranty Plan: [] State [] Private	Use Group: R-2	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 510		I Ladore Proce of WIL I Los	Opdate Desc. of WNOSE. Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Plectrical and fire as ner plans for Affordable House. Alarm De vices	and Sprinkler Heads		
Qual:			LC.								Federal Emp, No.: 22-2442715	
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050	29636	
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone;	Agent/Contractor:	Address:		Telephone:	Lic, No./ Bldrs, Reg.No.; 29636	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

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

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

Fees: \$0.00

8117 Paid[X]Check No.:

Σ Collected by:

John Candelmo Construction Official



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

CERTIFICATE

Date Issued: 01/06/2022 Control #: 13805

Control #: 13805 Permit #: 20170374

Home Warranty No: N/A Type of Warranty Plan: [] State [] Private	Use Group: R-2	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 511			Update Desc. of WKUSe: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out.	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as ner plans for Affordable House. Alarm De vices	and Sprinkler Heads		
Home Type of	:	Maxim Construction	Maximum Oc	Certifi — Description	Certifica	ı		Update De Construe	Plumbin Building	and Spri	اء	
Qual:			,LC,								Federal Emp. No.: 22-2442715	
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	125 River Road	EDGEWATER NJ 07020	201 840-0050	29636	
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	Lic. No./ Bldrs. Reg. No.:	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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

] 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.

1 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:

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John Candelmo Construction Official

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

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees: \$0.00

maintained in accordance with the New Jersey Uniform Construction Code and is approved for

use until

This serves notice that said potentially hazardous equipment has been installed and/or

CERTIFICATE OF COMPLIANCE

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period

are no imminent hazards and the building is approved for continued occupancy.

Paid[X]Check No.: 8117

Collected by: MW



01/06/2022 13805 Control #: Date Issued:

20170374 Permit #:

y No: N/A Plan: [] State [] Private		Load:	.oad:	Date:	Certificate of Occupancy for Unit 512		11,200	odate Desc. of WKOSE: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out.	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor Electrical and fire as ner plans for Affordable House. Alarm De vices	sp)		
Home Warranty No: Type of Warranty Plan:	Use Group:	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occ		Tinder Days of this	Construction of 75 Affe	Plumbing for 76 U	and Sprinkler Heads		
Qual:			,LC.								Federal Emp. No.: <u>22-2442715</u>	
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050	29636	
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	Lic. No./ Bldrs. Reg. No.: 29636	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.

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

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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

use until

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

\$0.00 Fees: 8117 Paid[X]Check No.:

Collected by:

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1-APPLICANT 2-OFFICE 3-TAX ASSESSOR

John Candelmo Construction Official



Borough of Edgewater 55 River Road

Edgewater, NJ 07020 201-9431700

Block:

Qual: Lot: 1.19 66

45 River Road Associates, LLC. Edgewater, NJ 07020 8 Somerset Lane Work Site Location: Owner in Fee:

Edgewater NJ 07020

125 River Road

Address:

Daibes Sons, LLC Agent/Contractor:

201 840-0050

Telephone:

EDGEWATER NJ 07020 125 River Road Address:

Federal Emp. No.: 22-2442715 201 840-0050 29636 Lic, No./ Bldrs. Reg. No.: Telephone:

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

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

N/A	State [] Private	R-2					
Home Warranty No:	Type of Warranty Plan:	Use Group:	Maximum Live Load:	Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Description of Work/Use:

Certificate of Occupancy for Unit 513 Description of Work/L

Update Desc. of Wk/Use:

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor. Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, and Sprinkler Heads

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

years); see file Partial or limited time period

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

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

John Candelmo Construction Official

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

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR

\$0.00 Fees:

8117 Paid[X]Check No.: ≷ Σ Collected by:



01/06/2022 13805 Date Issued:

20170374 Control #: Permit #:

			Home West Miss
Block: 99	99 Lot: 1.19	Qual:	Type of Warranty Plan: [] State [] Private
Work Site Location: 8 Somerset Lane	8 Somerset Lane		Use Group: R-2
	Edgewater, NJ 07020		Maximum Live Load:
Owner in Fee:	Owner in Fee: 45 River Road Associates, LLC.	LC.	Maximum Occupancy Load:
Address:	125 River Road		Certificate Exp Date:
	Edgewater NJ 07020		Certificate of Occupancy for Unit 514
Telephone:	Telephone: 201 840-0050	:	
Agent/Contractor:	Agent/Contractor: Daibes Sons, LLC		
Address:	Address: 125 River Road		Update Desc. of WK/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,
	EDGEWATER NJ 07020		Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor Electrical and fire as ner plans for Affordable House. Alarm De vices
Telephone:	201 840-0050		and Sprinkler Heads
No./ Bldrs. Reg.No.: 29636	29636	Federal Emp. No.: 22-2442715	
Social Security No.:			

CERTIFICATE OF OCCUPANCY

Lic. No./ Bldr

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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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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 based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

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

\$0.00 Fees: 8117 Paid X JCheck No.:

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR

John Candelmo Construction Official

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

Collected by:

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01/06/2022 20170374 13805 Date Issued: Permit #: Control #:

N/A		up: R-2	ad:	ad:	les:	pancy for Unit 601		· vel	onstruction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor. Electrical and fire as per plans for Affordable House. Alarm De vices	S S		
Home Warranty No.	Type of Warranty Plan:	Use Group:	Maximum Live Load:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 601		Thedate Dane of Wlellow	Construction of 75	Plumbing for 76 Ur	and Sprinkler Heads		
	Qual:			LC.								Federal Emp. No.: <u>22-2442715</u>	
	99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050	29636	
CONTRACT CONTRACT	Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor:	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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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 based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

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

\$0.00 Fees: 8117 Paid[X]Check No.:

≷ ∑ Collected by:

John Candelmo Construction Official



01/06/2022 20170374 13805 Date Issued: Control #: Permit #:

Home Warranty No: N/A Type of Warranty Plan: State Private		Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 602		Hadde Darr of Whithten	Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor. Electrical and fire as ner plans for Affordable House, Alarm De vices	and Sprinkler Heads		
Qual:											Federal Emp. No.: 22-2442715	
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050		
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	

CERTIFICATE OF OCCUPANCY

Social Security No.:

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

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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

years); see file [] Partial or limited time period(_

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

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

8117 Paid[X]Check No.:

\$0.00

Fees:

Μ Collected by:

John Candelmo Construction Official



Date Issued: 01/06/2022

20170374 Control #: Permit #:

	Block: 99 Lot: 1.19	ork Site Location: 8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Agent/Contractor: Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020
	Qual:									
Home Warranty No.	Type of Warranty Plan:	Use Group:	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date: — Description of Work/Hee-	Certificate of Occupancy for Unit 603		Thedate December MV/Hos	Construction of 75 Affor	Plumbing for 76 Units,
N/A		R-2				cy for Unit 603			Construction of 75 Affordable Residential Units,	Plumbing for 76 Units, Temp electrical service.

Change of Building Contractor, Change of ns for Affordable House, Alarm De vices

and Sprinkler Heads

Federal Emp. No.: 22-2442715

201 840-0050

Telephone:

29636

Lic. No./ Bldrs. Reg.No.:

Social Security No.:

Underground Plumbing Stub Out,

CERTIFICATE OF OCCUPANCY

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CERTIFICATE OF APPROVAL

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TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

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[] Total removal of lead-based paint hazards in scope of work [] Partial or limited time period(

This serves notice that based on written certification, lead abatement was performed as per

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

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CERTIFICATE OF COMPLIANCE

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

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

\$0.00

Fees:



201-9431700

Lot: 1.19

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Block:

01/06/2022 Date Issued: Control #:

20170374 Permit #:

N/A	[] State [] Private	R-2						/ for Unit 604
Home Warranty No:	Type of Warranty Plan:	Use Group:	Maximum Live Load:	Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Description of Work/Use:	Certificate of Occupancy for Unit 604
	Qual:							

45 River Road Associates, LLC.

Owner in Fee: Address:

Edgewater, NJ 07020

8 Somerset Lane

Edgewater NJ 07020

125 River Road

Update Desc. of Wk/Use:

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, and Sprinkler Heads

CERTIFICATE OF OCCUPANCY

Federal Emp. No.: 22-2442715

EDGEWATER NJ 07020

201 840-0050

Telephone:

29636

Lic. No./ Bldrs. Reg.No.:

Social Security No.:

Daibes Sons, LLC

Agent/Contractor:

201 840-0050

Telephone:

125 River Road

Address:

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

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TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

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CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

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

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

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

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

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

\$0.00 8117 Fees: Paid[X]Check No.: ≱ ⊠ Collected by:



01/06/2022 Date Issued:

20170374 13805 Permit #: Control #:

		Use Group: R-2	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 605		Indos Daco of WVI Ico.	Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor. Electrical and fire as per plans for Affordable House, Alarm De vices	and Sprinkler Heads		
10:00	- Cual.		Col									Federal Emp. No.: 22-2442715	
00 1 1 10		8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050		
Block: 00	Dioch.	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor:	Address:		Telephone:	Lic, No./ Bldrs. Reg.No.: 29636	

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

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

TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

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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 appi	
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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

[] Partial or limited time period(

are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

and is approved for

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Fees:

Paid[X JCheck No.: 8117

Σ Collected by:

John Candelmo Construction Official



Borough of Edgewater 55 River Road

Edgewater, NJ 07020 201-9431700

Block:

DENTIFICATION

01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

State [] Private

ome Warranty No:

of Warranty Plan: Use Group:

H	Type
	Qual:
	Lot: 1.19

45 River Road Associates, LLC. Edgewater, NJ 07020 8 Somerset Lane 125 River Road Work Site Location: Owner in Fee: Address:

Edgewater NJ 07020 201 840-0050

Telephone:

Certificate of Occupancy for Unit 606

Certificate Exp Date:

Description of Work/Use:

Construction Classification: Maximum Occupancy Load:

Maximum Live Load:

Daibes Sons, LLC 125 River Road Agent/Contractor: Address:

EDGEWATER NJ 07020

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices

Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,

Update Desc. of Wk/Use:

and Sprinkler Heads

Federal Emp. No.: 22-2442715 201 840-0050 29636 Lic. No./ Bldrs. Reg. No.: Telephone:

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

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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:

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CERTIFICATE OF COMPLIANCE

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Fees:

Paid X Check No.: Collected by:

John Candelmo Construction Official

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



IDENTIFICATI

Date Issued: 01/06/2022 13805 Control #:

20170374 Permit #:

Home Warranty No: N/A Type of Warranty Plan: [1 State [] Private		Maximum Live Load:	pancy Load:	Certificate Exp Date:	Certificate of Occupancy for Unit 607		SWILL Los	Opdate Desc. of WKOSC: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out.	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as ner plans for Affordable House, Alarm De vices	and Sprinkler Heads		
Home \ Type of W		Maximum Live Load:	Maximum Occupancy Load:	Certifica	Certificate			Construct	Plumbing Building	and Sprini	: 22-2442715	
99 Lot: 1.19 Qual:	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	Address: 125 River Road	EDGEWATER NJ 07020	201 840-0050	29636 Federal Emp. No.: <u>22-2442715</u>	
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	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.

This serves notice that based on written certification, lead abatement was performed as per

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

NJAC 5:17, to the following extent:

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

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[] Partial or limited time period(

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CERTIFICATE OF COMPLIANCE

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:

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Fees:

Paid[X]Check No.: Collected by:

John Candelmo Construction Official

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



01/06/2022

	: 13805	
Date Issued	Control #:	Permit #:

No: N/A lan: [] State [] Private	up: R-2	ad:	ad:	ale:	pancy for Unit 608		100	outaite Desc. of Win Use. Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor. Electrical and fire as per plans for Affordable House, Alarm De vices			
Home Warranty No: Type of Warranty Plan:	Use Group:	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date: Description of Work/Hee	Certificate of Occupancy for Unit 608		The Door of WIVIto	Construction of 75	Plumbing for 76 Un Building Contracto	and Sprinkler Heads		
Qual:		*	C								Federal Emp. No.: <u>22-2442715</u>	
99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050		
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	Social Security No.:

CERTIFICATE OF OCCUPANCY

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CERTIFICATE OF APPROVAL

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TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

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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

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CERTIFICATE OF CONTINUED OCCUPANCY

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≥ Collected by:

John Candelmo Construction Official



01/06/2022 20170374 13805 Date Issued: Permit #: Control #:

Block: 99	99 Lot: 1.19	Qual:	Home Warranty No: N/A Type of Warranty Plan: [] State [] Private
Work Site Location: 8 Somerset Lane	8 Somerset Lane		Use Group: R-2
	Edgewater, NJ 07020		Maximum Live Load: Construction Classification:
Owner in Fee:	Owner in Fee: 45 River Road Associates, LLC.	LLC.	Maximum Occupancy Load:
Address:	Address: 125 River Road		Certificate Exp Date:
	Edgewater NJ 07020		Certificate of Occupancy for Unit 609
Telephone:	Telephone: 201 840-0050		
Agent/Contractor:	Agent/Contractor: Daibes Sons, LLC		11. 1.4. Dans of 111. 11.
Address:	125 River Road		Update Desc. of WKUSE: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,
	EDGEWATER NJ 07020		Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor. Electrical and fire as ner plans for Affordable House. Alarm De vices
Telephone:	Telephone; 201 840-0050		and Sprinkler Heads
No./ Bldrs. Reg.No.: 29636	29636	Federal Emp. No.: 22-2442715	
Social Security No.:		8	

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

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CERTIFICATE OF CONTINUED OCCUPANCY

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CERTIFICATE OF APPROVAL

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CERTIFICATE OF OCCUPANCY

Lic. No./ Bldr

New Jersey Uniform Construction Code and is approved for occupancy.

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TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

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Worken (John Candelmo

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

Paid[X]Check No.:

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Borough of Edgewater Edgewater, NJ 07020 55 River Road

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Home Warranty No:

01/06/2022 13805 Date Issued: Control #:

20170374 Permit #:

Block: 99	99 Lot: 1.19	Qual:	Type of Warranty Plan: [] State [] Private
Work Site Location: 8 Somerset Lane	8 Somerset Lane		Use Group: R-2
	Edgewater, NJ 07020		Maximum Live Load: Construction Classification:
Owner in Fee:	Owner in Fee: 45 River Road Associates, LLC.	LLC.	Maximum Occupancy Load:
Address:	125 River Road		Certificate Exp Date:
	Edgewater NJ 07020		Certificate of Occupancy for Unit 610
Telephone:	Telephone: 201 840-0050		
Agent/Contractor:	Agent/Contractor: Daibes Sons, LLC		
Address:	125 River Road		Update Desc. of WK/Use: Construction of 75 Affordable Residential Units. Underground Plumbing Stub Out,
	EDGEWATER NJ 07020		Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor Electrical and fire as ner plans for Affordable House. Alarm De vices
Telephone:	Telephone: 201 840-0050		and Sprinkler Heads
Lic. No./ Bldrs. Reg. No.: 29636	29636	Federal Emp. No.: 22-2442715	

CERTIFICATE OF OCCUPANCY [x]

Social Security No.:

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Mohn Candelmo Construction Official

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

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Collected by:



Borough of Edgewater 55 River Road

Edgewater, NJ 07020 201-9431700

CERTIFICATE IDENTIFICATION

Date Issued: 01/06/2022 13805 Control #:

20170374 Permit #:

To local	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Home Warranty No: N/A
Block: 99	99 Lot: 1.19 Qual:	Type of Warranty Plan: [] State [] Private
Work Site Location: 8 Somerset Lane	8 Somerset Lane	Use Group: R-2
	Edgewater, NJ 07020	Maximum Live Load:
Owner in Fee:	Owner in Fee: 45 River Road Associates, LLC.	Maximum Occupancy Load:
Address:	Address: 125 River Road	Certificate Exp Date:
	Edgewater NJ 07020	Certificate of Occupancy for Unit 611
Telephone:	Telephone: 201 840-0050	
Agent/Contractor:	Agent/Contractor: Daibes Sons, LLC	
Address:	125 River Road	Update Desc. of WK/Use: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,
	EDGEWATER NJ 07020	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as nor plane for Affordable House Alarm De vices
Telephone:	201 840-0050	and Sprinkler Heads
No./ Bldrs. Reg.No.: 29636	29636 Federal Emp. No.: 22-2442715	715
Social Security No.:		

CERTIFICATE OF OCCUPANCY

Lic, No./ BI

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

NJAC 5:17, to the following extent:

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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:

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CERTIFICATE OF COMPLIANCE

This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

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[] Partial or limited time period(

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Fees: \$0.00

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Nohn Candelmo Construction Official

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



201-9431700

01/06/2022 20170374 13805 Date Issued: Permit #: Control #:

| State [] Private

Home Warranty No: Type of Warranty Plan:	Use Group:	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Occupanc		Hadate Deer of Wichies	Construction of 75 Affic
99 Lot: 1.19 Qual:	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Agent/Contractor: Daibes Sons, LLC	Address: 125 River Road
Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor:	Address:

Federal Emp. No.: 22-2442715

EDGEWATER NJ 07020

201 840-0050

Telephone:

29636

Lic. No./ Bldrs. Reg. No.:

Social Security No.:

pancy for Unit 612

Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor, Electrical and fire as per plans for Affordable House, Alarm De vices Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out, and Sprinkler Heads

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

the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor This serves notice that the work completed has been constructed or installed in accordance with 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:

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removal
Total
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years); see file [] Partial or limited time period(

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

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

John Candelmo Construction Official

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

Fees: \$0.00

8117 Paid X Check No.:

≥ ∑ Collected by:



01/06/2022 Date Issued:

20170374 13805 Control #: Permit #:

201-9431700	1700	1,001,102
Block: 99	99 Lot: 1.19 Qual:	Home Warranty No: N/A Type of Warranty Plan: [State [] Private
ork Site Location:	ork Site Location: 8 Somerset Lane	
	Edgewater, NJ 07020	Maximum Live Load: Construction Classification:
Owner in Fee:	Owner in Fee: 45 River Road Associates, LLC.	Maximum Occupancy Load:
Address:	Address: 125 River Road	Certificate Exp Date:
	Edgewater NJ 07020	Certificate of Occupancy for Unit 613
Telephone:	Telephone: 201 840-0050	
Agent/Contractor:	Agent/Contractor: Daibes Sons, LLC	The date of the first of the first
Address:	125 River Road	Update Desc. of WKUSE: Construction of 75 Affordable Residential Units, Underground Plumbing Stub Out,
	EDGEWATER NJ 07020	Plumbing for 76 Units, Temp electrical service, Change of Building Contractor, Change of Building Contractor. Electrical and fire as per plans for Affordable House. Alarm De vices
Telephone:	Telephone: 201 840-0050	and Sprinkler Heads

CERTIFICATE OF OCCUPANCY

Federal Emp. No.: 22-2442715

Lic. No./ Bldrs. Reg. No.: 29636

Social Security No.:

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CERTIFICATE OF APPROVAL

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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
- years); see file [] Partial or limited time period(_

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

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

\$0.00 Fees: 8117 Paid[X | Check No.:

≥ ∑ Collected by:

John Candelmo Construction Official





Date Issued: 01/06/2022 20170374 13805 Control #: Permit #:

	Ity Ivo: IVA y Plan: [] State [] Private	Use Group: R-2	Load: cation:	Load:) Date:	Certificate of Occupancy for Unit 614			ouate Desc. of WKOse: Construction of 75 Affordable Residential Units, Underground Plun	Plumbing for 76 Units, Temp electrical service, Change of Building Building Contractor Electrical and fire as ner plans for Affordable.	sads		
11	Type of Warranty Plan:	Use	Maximum Live Load: Construction Classification:	Maximum Occupancy Load:	Certificate Exp Date:	Certificate of Oc	ı		Construction of 75 Aff	Plumbing for 76	and Sprinkler Heads	ı	
	Qual:											Federal Emp. No.: <u>22-2442715</u>	
00	99 Lot: 1.19	8 Somerset Lane	Edgewater, NJ 07020	Owner in Fee: 45 River Road Associates, LLC.	Address: 125 River Road	Edgewater NJ 07020	Telephone: 201 840-0050	Daibes Sons, LLC	125 River Road	EDGEWATER NJ 07020	Telephone: 201 840-0050		
00/107/107	Block: 99	Work Site Location: 8 Somerset Lane		Owner in Fee:	Address:		Telephone:	Agent/Contractor: Daibes Sons, LLC	Address:		Telephone:	Lic. No./ Bldrs. Reg.No.: 29636	Social Security No

Contractor, Change of

rbing Stub Out,

House, Alarm De vices

CERTIFICATE OF OCCUPANCY

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CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

CERTIFICATE OF APPROVAL

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This serves notice that based on a general inspection of the visible parts of the building there

CERTIFICATE OF CONTINUED OCCUPANCY

years); see file

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are no imminent hazards and the building is approved for continued occupancy.

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

\$0.00 Fees:

8117 Paid[X]Check No.:

MΜ Collected by:

John Candelmo Construction Official