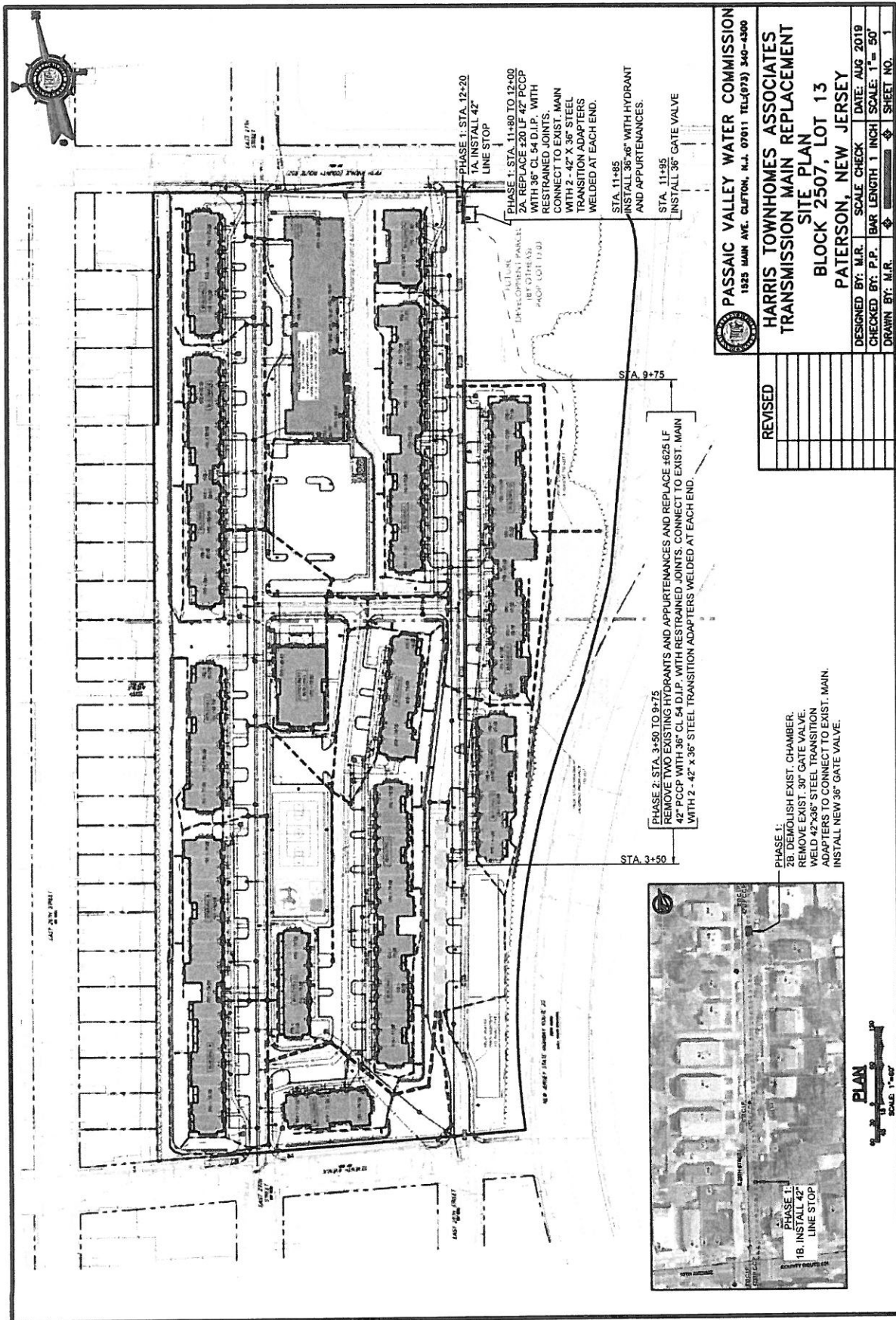


EXHIBIT A:
 ATTACHMENT TO DIRECTOR OF
 ENGINEERING'S MEMORANDUM
 DATED SEPTEMBER 16, 2019

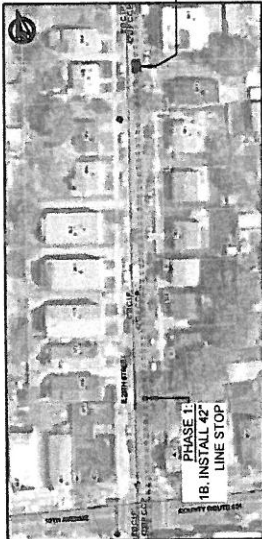


PASSAIC VALLEY WATER COMMISSION
 1523 MAIN AVE. CLIFTON, N.J. 07011 TEL: (973) 340-4300

HARRIS TOWNHOMES ASSOCIATES
TRANSMISSION MAIN REPLACEMENT
SITE PLAN
BLOCK 2507, LOT 13
PATERSON, NEW JERSEY

DESIGNED BY: M.R. SCALE CHECK DATE: AUG 2019
 CHECKED BY: P.P. BAR LENGTH 1 INCH SCALE: 1" = 50'
 DRAWN BY: M.R. SHEET NO. 1

NO.	DATE	REVISION



PLAN
 SCALE: 1" = 60'

**EXHIBIT A:
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DATED SEPTEMBER 16, 2019**

ENVIRONMENTAL, INDUSTRIAL AND INDUSTRIAL INSTALLATIONS

NO RESIDUAL PETROLEUM PRODUCTS OR SULFUR COMPOUNDS WILL BE ALLOWED TO BE APPLIED AS A SOURCE OF FUEL OIL.

DESIGN AND CONSTRUCTION

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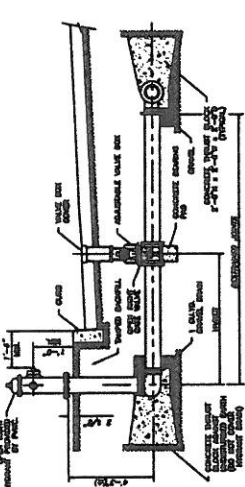
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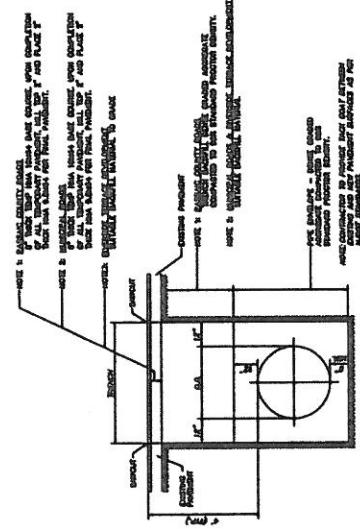
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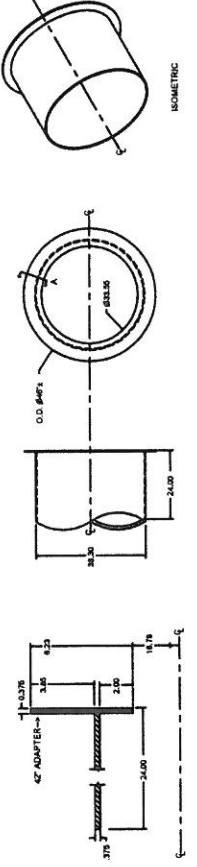


**TYPICAL FIRE HYDRANT DETAIL
N.T.S.**



**TYPICAL TRENCH AND PAVEMENT RESTORATION DETAIL
FOR MUNICIPAL AND COUNTY ROADS*
N.T.S.**

REFER TO SPECIFICATIONS FOR IMPROVED PAVED SUBSTRUCTURES ON ALL SCHEDULE PAVED ROADS



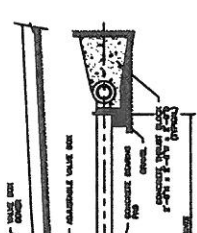
42\"/>



**INLET SEDIMENT CONTROL DEVICE DETAIL
(NOT REQUIRED FOR THIS CONTRACT)**



INSTALLATION DETAIL



BAG DETAIL



ISO-METRIC

DESIGN OF THIS INLET SEDIMENT CONTROL DEVICE SHALL BE APPROVED BY THE DISTRICT ENGINEER. THE DISTRICT ENGINEER SHALL APPROVE THE MATERIALS AND THE CONSTRUCTION OF THE DEVICE. THE DISTRICT ENGINEER SHALL APPROVE THE DESIGN OF THE DEVICE. THE DISTRICT ENGINEER SHALL APPROVE THE DESIGN OF THE DEVICE. THE DISTRICT ENGINEER SHALL APPROVE THE DESIGN OF THE DEVICE.

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PASSAIC VALLEY WATER COMMISSION
1825 MAIN AVE. CLIFTON, N.J. 07011 TEL:(973) 340-4300

HARRIS TOWNHOMES ASSOCIATES
TRANSMISSION MAIN REPLACEMENT DETAILS
BLOCK 2507, LOT 13
PATERSON, NEW JERSEY

DESIGNED BY: M.R. SCALE CHECK _____ DATE: AUG 2019
CHECKED BY: P.P. BAR LENGTH 1 INCH SCALE: N.T.S.
DRAWN BY: M.R. _____ SHEET NO. 3

REVISED	

**EXHIBIT A:
ATTACHMENT TO DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED SEPTEMBER 16, 2019**

**PASSAIC VALLEY WATER COMMISSION
AUGUST 2019**

**HARRIS TOWNHOMES ASSOCIATES
PATERSON, PASSAIC COUNTY, NEW JERSEY**

**REPLACEMENT OF EXISTING 42-INCH PCCP (STATION 3+50 TO 9+75)
WITH NEW 36-INCH CL54 DIP**

CONSTRUCTION COST ESTIMATE

PHASE I - INSTALLATION OF GATE VALVES FOR EMERGENCY SHUT DOWN OF TRANSMISSION MAIN				
Item	Qty	Unit	Unit Price	Total
A. Materials:				
Furnish Hydrant and Appurtenances	1	EA	\$ 5,000	\$ 5,000
Furnish 36-Inch Gate Valves with Bypass	2	EA	\$ 28,750	\$ 57,500
Furnish Epoxy-Coated Steel Adapter	4	EA	\$ 2,500	\$ 10,000
Subtotal A:				\$ 72,500
B. Labor:				
Tie-In Connections to existing PCCP with 42" x 36" Epoxy-Coated Steel Adapters	4	EA	\$ 15,000	\$ 60,000
Install 36-Inch Gate Valves with Bypass	2	EA	\$ 10,000	\$ 20,000
Install Hydrant, Branch Line and Valve	1	EA	\$ 5,000	\$ 5,000
Subtotal B:				\$ 85,000
C. Materials & Labor for Line Stopping:				
Furnish and Install 42-Inch Line Stops	2	EA	\$ 65,000	\$ 130,000
Subtotal C:				\$ 130,000
TOTAL ESTIMATED CONSTRUCTION COST - PHASE I				\$ 287,500

PHASE II - REPLACE 42" TRANSMISSION MAIN FROM STATION 3+50 TO 9+50 (BUILDINGS O, P, AND Q)				
Item	Qty	Unit	Unit Price	Total
A. Materials:				
Furnish 36-Inch CL54 DIP, fittings and restraints	650	LF	\$ 300	\$ 195,000
Furnish Epoxy-Coated Steel Adapter	2	EA	\$ 2,500	\$ 5,000
Subtotal A:				\$ 200,000
B. Labor:				
Install 36-Inch CL54 water main including fittings and restraints, including removal, disposal and backfill of abandoned 42-inch PCCP	650	LF	\$ 470	\$ 305,500
Tie-In Connections to existing PCCP with 42" x 36" Epoxy-Coated Steel Adapters	2	EA	\$ 15,000	\$ 30,000
Subtotal B:				\$ 335,500
TOTAL ESTIMATED CONSTRUCTION COST - PHASE II				\$ 535,500

TOTAL ESTIMATED CONSTRUCTION COST				\$ 823,000
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DEVELOPER AGREEMENT

BY AND BETWEEN

PASSAIC VALLEY WATER COMMISSION

AND

RIVERSIDE SENIOR ASSOCIATES 2017, LLC

AND

HARRIS TOWNHOMES ASSOCIATES 2017, LLC

DATED: AUGUST ____, 2019

Record and Return to:
George T. Hanley
General Counsel
Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011

THIS AGREEMENT (“Agreement”) made as of this ___ day of _____, 2019, by and between

PASSAIC VALLEY WATER COMMISSION (“PVWC”), a body politic of the State of New Jersey, organized pursuant to N.J.S.A. 40:62-108 et seq. having its principal offices at 1525 Main Avenue in the City of Clifton, County of Passaic, and State of New Jersey 07015,

AND

RIVERSIDE SENIOR ASSOCIATES 2017, LLC, and HARRIS TOWNHOMES ASSOCIATES 2017, LLC limited liability companies of the State of New Jersey, having its/their principal offices at 832 Germantown Pike, Suite 5, Plymouth Meeting, PA 19462, (individually and collectively hereinafter “Developer”, with Developer and PVWC being referred to, together, as “the Parties”).

PREAMBLE

WHEREAS, PVWC and Developer hereby represent that they are entities in good standing under the laws and applicable regulations of the State of New Jersey and the laws of the United States and not in receivership or bankruptcy or other similar status nor contemplating same; and

WHEREAS, RIVERSIDE SENIOR ASSOCIATES 2017, LLC is the ownership entity of the ____ (rental) units in the midrise building to be built on the property known as Block 2507, Lot 13 on the tax maps of the City of Paterson, New Jersey (hereinafter, “the Property”); and

WHEREAS, HARRIS TOWNHOMES ASSOCIATES 2017, LLC is the owner entity of ____ (rental) duplex townhouses to be built; and

WHEREAS, the Developer intends to build the aforementioned rental units and duplex townhouses on the Property (hereinafter “the Project”); and

WHEREAS, the Property contains existing water mains including a 42” PVWC transmission main, and the proposed development will significantly impact the PVWC facilities. Representatives of the Developer have met with Representatives of PVWC for purposes of developing a Utility Plan that is compatible and acceptable to PVWC; and

WHEREAS, PVWC currently owns a 42" transmission main that traverses the Property;
and

WHEREAS, the Developer seeks to have PVWC install a 36" transmission main traversing across a portion of the Property as set forth in more detail in the Utility Plan; and

WHEREAS, PVWC will verify the location of the 36" transmission main and will mark it out; and

WHEREAS, a contractor employed by PVWC (hereinafter "the PVWC Contractor") will install shut off valves on the 42" transmission main upstream and downstream of the Property; and

WHEREAS, since the water mains, shut-off valves, and fire hydrants and other water service appurtenances, whether on, or upstream or downstream of the Property, are to be owned by PVWC, and are necessary for PVWC to provide water services, PVWC shall be provided access easements encompassing the water mains, shut-off valves, fire and hydrants and other water service appurtenances, as determined necessary by PVWC; and

WHEREAS, the Developer shall continue to compensate PVWC through the Escrow as set forth in Article 5 herein for all administrative costs and costs of the PVWC's Consulting Engineer, Attorneys, Appraiser, Surveyor, PVWC Contractor or other Professionals deemed necessary by PVWC for utilizing PVWC's right-of-way easement, as well as compensation for the construction and installation of the new 36" water main and related improvements shut-off valves and hydrants; and

WHEREAS, a licensed surveyor employed by PVWC (hereinafter "the PVWC Surveyor") will be required to undertake a survey to delineate the location and boundaries of the access easements relating to the Improvements and the Work to protect PVWC's interests; and

WHEREAS, PVWC shall replace a portion of PVWC's existing 42" Prestressed Concrete Cylinder Pipe (PCCP) water main with a new replacement 36" ductile iron water main as shown on the Utility Plan, with the foregoing improvements described herein being referred to collectively as "the Improvements", and with work on the Improvements being referred to as "the Work"; and

WHEREAS, PVWC shall pay PVWC's agreed to portion of the cost costs relating to the Work and to the Improvements, of replacement and construction of PVWC's 36" water main, shut-off valves, and hydrants, in the amount of \$_____; and

WHEREAS, the Developer shall pay the Developer's agreed to portion of the costs relating to the Work and to the Improvements cost of replacement and construction of PVWC's 36" water main, shut-off valves, and hydrants, in the amount of \$_____.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants and representations herein contained, the Parties hereto, for themselves, their heirs, successors and assigns hereby agree, as follows:

1. **CONSTRUCTION**: The Developer agrees to submit to PVWC the names and qualifications of any and all contractors retained by Developer for the Developer's work related to the easement prior to commencing such work.

All required Improvements to be installed by the Developer shall be subject to the inspection and approval by PVWC's Consulting Engineer who shall be notified in writing by the Developer at least two (2) weeks prior to the start of construction of any Improvement. No underground installation shall be covered until inspected and approved by PVWC's Consulting Engineer who shall inspect any underground installation upon 72 hours notice, excluding Saturdays, Sundays and Holidays. In addition, Developer agrees to attend a pre-construction meeting with PVWC and Developer's designees which shall include Developer's General Contractor and Engineer as well as the Engineer and Construction Official of Municipality at least (2) weeks prior to commencement of construction.

2. **FAILURE TO PERFORM**: In the event of a failure on the part of the Developer to fully and properly complete the Developer's portion of the aforementioned Work after notice of same and a reasonable opportunity to cure, PVWC shall not be under any obligation to complete same; but if PVWC shall determine to complete the Work, it may bring an action on the Performance Guarantee; expend cash guarantee funds held by PVWC pursuant to this Agreement; bring an action for specific performance; seek to effect completion on the basis of any other remedy available to PVWC; or restore the Property to its preconstruction condition. If PVWC's Consulting Engineer determines that, in his opinion, the Developer's completion of certain Improvements are immediately necessary to protect the interests of PVWC and its users and member municipalities, then Developer will be put on written notice that Developer will have two (2) weeks or an amount of time as determined by PVWC's Consulting Engineer to complete the stated Improvements, except in the case of emergencies, in which case PVWC may commence remedial action immediately at the expense of Developer. If Developer fails to complete said Improvements PVWC, shall have the right to complete said Improvements and Developer will be obligated hereunder to reimburse PVWC for all costs associated therewith, including, but not limited to documented time and expenses of PVWC employees, equipment and material, as well as costs of consultants and out-of-pocket expenses.

3. **HOLD HARMLESS**: The Developer shall, and hereby agrees to, hold PVWC its officers, agents and servants harmless and indemnify each and every one of them from any claims arising out of or relating to the Work, regardless whether such Work is performed on the Property, or upstream or downstream from the Property, or whether such Work is on, or related to, or relating to, the 36" transmission main or the 42" transmission mains, as further described herein, and any other matters related to this Agreement and the Improvements, including the inspection, approval and/or supervision of the Improvements, by PVWC pursuant to section 1., herein, as well as with respect to claims arising therefrom or related thereto, and related to any future water transmission main breaks, and/or any other claims arising out of or as a result of this Project and this Agreement or any activities or relationships arising therefrom or the tenancy or use of the Property by the

Developer, including any alleged damage to adjacent property as well as the defense of any such claims, demands, costs or judgments which the Developer shall insure against.

4. **WORK**: The Developer shall take all precautions for the safety of all employees on the work site and shall comply with all the provisions of Federal, State, Municipal, County and regional public entities regulations and building codes to prevent accidents or injuries to persons on or about or adjacent to the premises where the Work is being performed.

5. **ESCROW**: Prior to PVWC's execution and delivery of this Agreement, Developer shall deposit with PVWC such fees as are reasonable and necessary, as well as estimated by PVWC, for the payment to professionals including, but not limited to, PVWC's Consulting Engineer, Special Counsel to PVWC or any other experts deemed necessary by PVWC in its sole discretion hired by PVWC and serving PVWC in connection with this Agreement and the Project.

PVWC shall deposit all escrow monies in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the Federal Government, or in any other fund or depository approved for such deposits by the laws of the State of New Jersey for public entities. PVWC shall not be required to refund any amount of interest paid on said deposit. PVWC shall retain, for administrative expenses, the entire amount of interest, if any, which shall be credited against other administrative and custodial expenses incurred by PVWC in regard to this Project.

6. **EXECUTION OF DOCUMENTS**: PVWC agrees to authorize the execution of such documents and the performance of such acts as are necessary to accomplish the purposes of this Agreement only after Developer has submitted to PVWC the following:

a. Payment of any estimated fees that are necessary to fully compensate PVWC for expenses, administrative costs and in-house labor directly related to the Project, as well as its Consultants, in advance of commencement of construction or any other necessary legal, administrative or physical acts implementing construction or entry upon, or use of, the easement by Developer, necessary to implement, review or assess the Project; which entry or use shall require notice and written consent by the Executive Director or Chief Engineer of PVWC, as well as PVWC's Consulting Engineer.

7. **INSURANCE**: The Developer, as well as any contractors or subcontractors retained by Developer to install any and all Improvements as described herein, shall procure insurance, for personal injury and/or property damage liability, including contingent liability and contractual liability, which might result from the performance of the Work required in connection with or arising out of the this Agreement or the Project. To the extent such contractor or subcontractor fails to do so Developer remains fully liable to PVWC and thereby fully indemnifies PVWC and holds it harmless for any losses or expenses incurred by PVWC as a consequence. The Developer further covenants and agrees that the insurance policies as described within this section will designate PVWC and the PVWC Contractor as additional insureds on a primary and noncontributory basis and will further provide PVWC with a forms of executed endorsements setting forth these terms (as well as a copy of the policies) and evidencing the coverages to be

supplied by any contractor or subcontractors under this Agreement. The aforementioned insurance coverage shall be in not less than the following amounts:

Comprehensive General Liability (combined injury and property damage)	\$5,000,000.00 (Combined single limit)
Auto Liability (bodily injury and property damage)	\$2,000,000.00 (Combined single limit)
Excess Liability	\$5,000,000.00 (Combined single limit)
Contractors Pollution Liability	\$5,000,000.00 (Combined single limit)

Developer further covenants and agrees that it will provide proof of current worker's compensation insurance coverage for employees in amounts in accordance with law and will require evidence of such coverage to be supplied by any contractor or subcontractor who may be employed to perform any Work under this Agreement.

Certificates disclosing proper coverage, as well as copies of the policies with the foregoing required endorsements, shall be delivered to PVWC and be accepted by PVWC's Attorney and PVWC's Insurance Risk Manager, in form and with content reasonably satisfactory to PVWC, with copies to the insurer, before any construction is undertaken. To the extent any such contractor fails to do so, Developer remains fully liable to PVWC and hereby fully indemnifies PVWC and holds it harmless for any and all losses and expenses incurred as a result.

Developer shall require its insurance agents(s), including any surety, to notify PVWC of any lapse in coverage, as well as any premium notices and no such policy shall expire automatically without at least ninety (90) days written notice to PVWC by certified mail, return receipt.

8. **AS-BUILT**: PVWC's Consulting Engineer shall determine when the final "as built" shall be completed and final as-built plans shall be furnished by Developer to PVWC before release of any guarantees, deposits, escrows, etc.

9. **INSPECTIONS AND SURVEY**: All Work shall be subject to the inspection by PVWC's Consulting Engineer. The Developer shall provide safe access at all times for inspection by PVWC personnel and PVWC's Consulting Engineer. The Improvements and the Work will require that PVWC be provided with access easements which will require PVWC's Surveyor to access the Property and surrounding areas. Where reasonable inspection or surveying requires; said Work shall not be covered by soil or concrete or other materials prior to inspection by PVWC's Consulting Engineer or survey work performed by PVWC's Surveyor. If same occurs, PVWC's the Consulting Engineer or PVWC's Surveyor may require the uncovering of same at Developer's expense, and Work shall not proceed until PVWC's the Consulting Engineer or PVWC's Surveyor approves same.

10. **NO DUMPING**: The Developer shall meet the following conditions with regard to the construction of the Improvements:

Placement, grading, and compaction of suitable uncontaminated fill material by the Developer or PVWC shall be within the limits of the easement or the Property and within the maximum depths set forth on the drawings and approved by PVWC. PVWC's Contractor will be allowed to store trench spoils generated from all Work within the Property at a location designated by the Developer, provided the designated location does not restrict access thereto by PVWC, PVWC's consultant, or PVWC's Contractor. Additionally, the developer will be responsible for hauling and disposing of all trench spoils following completion of the Work.

Dumping of any materials, including without implied limitations, trench spoils, construction debris, contaminated soil, rock, vegetative materials, and the like, within the limits of the easement or the Property (or which could restrict access thereto by PVWC, PVWC's consultant, or PVWC's Contractor) shall not be permitted, and Developer shall make the Developer's own arrangements for disposal of materials outside the project easement at no additional cost to PVWC.

11. **PERMITS**: Each Party shall obtain and pay for any and all necessary Federal, State, County, Regional, and municipal (or other governmental or quasi-governmental agencies of competent jurisdiction) permits applicable and necessary to the accomplishments of that Party's Work contemplated hereby and shall submit same to the other Party, prior to the execution of this Agreement by PVWC.

12. **EMERGENCY EVACUATION PLAN**: Developer agrees to provide PVWC with an emergency plan in connection with the Work, including specifically, an emergency evacuation plan. This emergency evacuation plan shall be attached to and become incorporated into this Agreement. Additionally, in the event of an emergency the Parties agree Developer shall notify PVWC's Chief Engineer immediately or as soon as is reasonably possible. To that end, each Party shall provide the other Party with a 24 hour contact for purposes of contact in the event of an emergency. Each Party shall be responsible to keep the other Party updated immediately upon any change in the emergency contact information.

13. **UTILITIES**: Developer further agrees to produce copies of letters written to the appropriate utility companies, requesting that arrangements be made for the installation of utilities, which letter shall be counter-signed by the appropriate authorized representative of the receiving Party or other proof of service. Receipt of same by PVWC shall be accomplished prior to commencement of related Work.

14. **ADVICE OF INDEPENDENT COUNSEL**: Developer has entered into this Agreement based upon the advice of independent counsel, and Developer waives any claim now, or in the future, that Developer has entered into this Agreement under duress or that this Agreement

violates any constitutional or statutory rights which the Developer may have. Accordingly, the Developer herein covenants and agrees that it will not bring any action in law or equity or by the way of an administrative procedure, against PVWC, or its consultants, or employees, or agencies with respect to the obligations assumed by the Developer under this Agreement or the terms and conditions thereof, which have been mutually negotiated between the Parties at arms length and with advise of independent counsel.

15. AMENDMENTS: Neither this Agreement nor any provision hereof shall be amended, waived or modified, or deemed amended, waived or modified except by an Agreement, in writing, identifying each particular provision amended, waived or modified, or deemed amended, or modified, and duly subscribed and acknowledged by both Parties with the same formality as this Agreement except as expressly provided herein. No oral representation shall constitute an amendment, waiver or modification even if substantially and detrimentally relied upon. Any waiver by either Party or any provision of this Agreement or any right or option hereunder shall not prevent or stop such Party from thereafter enforcing such provision, right or option and the failure of either Party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other Party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

16. REPRESENTATIONS & WARRANTIES BY DEVELOPER: The Developer hereby represents and warrants the following, understanding that PVWC is relying thereon in entering into this Agreement, all of which representations and warranties shall be true as of the date hereof (such representations and warranties to survive the termination or expiration of the term of this Agreement):

a. The Developer is an entity organized under the laws of the State of New Jersey, is in good standing under the laws of the State of New Jersey and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Agreement.

b. The Developer has the legal power, right, and authority to enter into this Developer's Agreement and the instruments and documents referenced herein to which the Developer is a Party, to complete the transaction contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

c. This Agreement has been duly authorized, executed, and delivered by the Developer, and is valid and legally binding upon the Developer and enforceable in accordance with its terms.

d. No receiver, liquidator, custodian, or trustee of the Developer shall have been appointed as of the effective date, and no petition to reorganize the Developer pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Developer shall have been filed as of the date of this Agreement.

e. No adjudication of bankruptcy of the Developer or filing of voluntary bankruptcy by the Developer under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Developer shall have been filed.

f. No indictment has been returned against any member or officers of the Developer with respect to any transaction related to the transactions contemplated by the terms of this Agreement or otherwise.

g. There is no pending, or to the best of the Developer's knowledge, threatened litigation that would prevent the Developer from performing its duties and obligations hereunder.

h. There are no suits, other proceedings, or investigations pending or to the best of the Developer's knowledge, threatened against the Developer that would have material adverse effect on the financial condition of the Developer.

i. All materials and documentation submitted by the Developer and its agents to PVWC and its agents were, at the time of such submission and as of the date of this Agreement, materially accurate, and the Developer shall continue to inform PVWC of any material and adverse changes in the documentation submitted. The Developer acknowledges that the facts and representations contained in the information submitted by the Developer are a material factor in the decision of PVWC to enter into this Agreement.

j. The Developer is financially and technically capable of developing, designing, financing, and constructing Developer's portion of the Project.

k. The Developer agrees that the cost of financing of the Project is the responsibility of the Developer, pursuant to this Agreement. PVWC shall not be responsible for any costs whatsoever with respect to same.

17. **COLLATERAL DOCUMENTS:** Developer has agreed to deliver the following fully executed collateral documents simultaneously with the execution of this Agreement and PVWC hereby acknowledges the receipt of such documents:

a. Certified copies of the Certificate of Formation and Certificate of Good Standing of Developer; and

b. Certificate of Legal Counsel to the Developer that, after due diligence conducted prior to the issuance of the certification, based on knowledge as of that time:

(i) No material action suit, proceeding, or official investigation shall have been threatened, publicly announced, or commenced by any federal, state, or local governmental authority or agency in any federal, state, or local court that seeks to enjoin, assess civil or criminal penalties against, assess civil damage against, or obtain any judgment, order, or consent decree with respect to Developer, this Agreement or to any of the agreements which are referred to herein as a result of Developer's negotiation, execution, delivery, or performance of any such

agreement or its participation or intended participation in any transaction contemplated thereby;

(ii) No receiver, liquidator, custodian, or trustee of Developer, its member, or of a major part of its property, shall have been appointed as of the execution of this Agreement and delivery of same to PVWC, and no position to reorganize Developer or any member pursuant to the United States Bankruptcy Code or any such similar statute which applicable to the Developer shall have been filed as of the execution date;

(iii) No adjudication of bankruptcy of Developer or any member or filing for voluntarily bankruptcy by Developer or any member under the provision of the United States Bankruptcy Code or any other similar statute which is applicable to the Developer shall have been filed; and

(iv) No indictment has been returned against any official or member of Developer with respect to any transaction related to the transactions contemplated by the terms of this Agreement. PVWC may reasonable request updates to such certifications from time to time, and Developer shall comply with any such request.

18. **IMPACT ON NEIGHBORHOOD:** Developer acknowledges that the construction of the Project will have certain impacts on the neighborhoods in the vicinity of the Work contemplated in Agreement. Although, it is anticipated that the Work may provide positive effects on the community, it is also recognized that it may also result in some temporary inconveniences during the time that the construction takes place and for a short time thereafter. Therefore, each Party shall take all steps that are reasonably necessary in order minimize any potential negative effects that their respective portion of construction of the Project may produce.

19. **TRAFFIC:** Developer and PVWC agree that the direction, flow and amount of traffic in and around the Work area during the time of construction is an issue to be addressed during the construction of the Project. Each Party commits to exert its best efforts to minimize the traffic effects of the Work upon the surrounding neighborhoods during that time. Each Party shall be bound by any conditions imposed by any governmental approval obtained with respect to traffic issues related to the Project.

20. **WAIVER:** No waiver made by either Party with respect to the performance (including the manner or time of performance) of any obligation of any other Party, or with respect to the satisfaction of any condition to the waiving Party's own obligation under this Agreement shall be considered a waiver of any rights of the Party making the waiver, except with respect to those rights, expressly waived in writing. Moreover, no such written waiver shall constitute a waiver with respect to any other rights of the waiving Party or any other obligations of any other Party.

21. **COUNTERPARTS:** This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

22. **EXHIBITS:** Any and all exhibits annexed to this Agreement are hereby made part of this Agreement. The following Exhibits are attached to this Agreement:

- a. Exhibit A: Certified Copies of Developer's Resolutions authorizing the Execution of this Agreement;
- b. Exhibit B: Certified Copy of Passaic Valley Water Commission's Resolution Authorizing the Execution of this Agreement;
- c. Exhibit C: Survey of Property; and
- d. Exhibit D: Permits issued in connection with the Project ;and
- e. Exhibit E: Improvements for Project; and
- f. Exhibit F: Resolution of Approval of Project from the Paterson Planning Board; and
- g. Exhibit G: Emergency Evacuation Plan; and
- h. Exhibit H: Developer's Certificate of Formation & Certificate of Good Standing; and
- i. Exhibit I: Certification of Legal Counsel.

23. **EFFECTIVE DATE:** Unless specifically stated above, the effective date of this Agreement shall be the date upon which all the Parties hereto have executed and delivered this Agreement and all of the other agreements referred to herein or relative hereto have been fully executed and delivered by the Parties to such agreements.

24. **NOTICES:** Notices required by this Agreement to be sent to PVWC shall be sufficient, if sent by certified or registered mail (return receipt requested) addressed to PVWC at 1525 Main Avenue, Clifton, New Jersey 07011, Attn: General Counsel, or to such other address which PVWC's General Counsel, by similar notice, shall have advised Developer for sending of such notices, with copy addressed to the attention of the Chief Engineer or to such other address which PVWC's Chief Engineer, by similar notice, shall have advised the Developer for the sending of such notices.

Notices required by this Agreement to be sent to Developer shall be sufficient, if sent by certified or registered mail (return receipt requested) addressed to Developer at 832 Germantown Pike, Suite 5, Plymouth Meeting, PA 19462 or to such other address which Developer, by similar notice has advised PVWC by written means similarly conveyed for the sending of such notices.

A written acknowledgement of the receipt of a notice, however, if signed by an authorized representative of the Party to whom the notice is addressed, shall be sufficient and need not be sent by certified or registered mail.

25. **SEVERABILITY:** In case any provision of this Agreement should be held by a court of competent jurisdiction to be contrary to or invalid under the laws of the State of New Jersey or other applicable, competent jurisdiction, such illegality or invalidity shall not affect in

any way other provision hereof, all of which shall continue, nevertheless, in full force and effect, unless a court of competent jurisdiction holds that (a) such provisions are not severable from all other provisions of this Agreement or that (b) the validity of the affected provisions materially alters the substance of this Agreement.

26. **ENTIRE AGREEMENT:** This Agreement and all documents executed simultaneously herewith contain the entire Agreement of the Parties.

27. **ENFORCEMENT:** Except as otherwise provided herein, each of the respective rights and obligations of the Parties hereunder shall be deemed independent and may be enforced independently, irrespective of any of the other rights and obligations as set forth herein.

29. **COOPERATION:** The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consent in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. The reasonable costs of any such action shall be borne by Developer.

30. **ADDITIONAL DOCUMENTS:** Developer agrees to enter into and/or execute any other legal documents, documentation and/or certificates necessary or required by PVWC in order to complete the Work or comply with this Agreement.

31. **CHANGES:** The Parties agree that each will notify the other of any change of address, e-mail address and/or telephone number within at least five (5) days of such event.

32. **SUCCESSORS BOUND:** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties, their heirs, executors, administrators and assigns and may be recorded in the Offices of the Passaic County Clerk, at the option and sole discretion of PVWC.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals, where applicable, affixed and attested to as of this __ day of _____, 2019.

Witness or attest:

Louis Amodio, Secretary

Witness

Witness

Passaic Valley Water Commission

By: _____
Rigo Sanchez, President

Riverside Senior Associates 2017, LLC

By: _____
Noam Roizman, Senior Vice President

Harris TownHomes Associates 2017, LLC

By: _____
Noam Roizman, Senior Vice President

STATE OF NEW JERSEY)
) ss.
COUNTY OF PASSAIC)

I CERTIFY that on _____, 2019, _____, personally came before me and he acknowledged under oath, to my satisfaction, that:

- (a) he signed and delivered the attached document as an authorized representative of Riverside Senior Associates 2017, LLC, the company named in this document; and
- (b) this document was signed and made by the company as its voluntary act and deed by virtue of authority from its members.

Notary Public

STATE OF NEW JERSEY)
) ss.
COUNTY OF PASSAIC)

I CERTIFY that on _____, 2019, _____ personally came before me and he acknowledged under oath, to my satisfaction, that:

- (a) he signed and delivered the attached document as and authorized representative of Harris Townhomes Associates 2017, LLC, the company named in this document; and
- (b) this document was signed and made by the Commission as its voluntary act and deed by virtue of authority from its members.

Notary Public

STATE OF NEW JERSEY)
) ss.
COUNTY OF PASSAIC)

I CERTIFY that on _____, 2019, Rigo Sanchez, President, personally came before me and he acknowledged under oath, to my satisfaction, that:

- (b) he signed and delivered the attached document as President of Passaic Valley Water Commission, the company named in this document; and
- (b) this document was signed and made by the Commission as its voluntary act and deed by virtue of authority from its members.

Notary Public

List of Exhibits

- Exhibit A:** Certified Copy of Developer's Resolution Authorizing the Execution of this Agreement;
- Exhibit B:** Certified Copy of Passaic Valley Water Commission's Resolution Authorizing the Execution of this Agreement;
- Exhibit C:** Survey of Property;
- Exhibit D:** Permits issued in connection with the Project;
- Exhibit E:** Improvements for Project (Utility Plan);
- Exhibit F:** Resolution of Approval of Project from the Paterson Planning Board.
- Exhibit G:** Emergency Evacuation Plan;
- Exhibit H:** Developer's Certificate of Formation & Certificate of Good Standing; and
- Exhibit I:** Certificate of Legal Counsel.

EXHIBIT A

CERTIFIED COPY OF DEVELOPER'S RESOLUTION AUTHORIZING THE
EXECUTION OF THIS AGREEMENT

EXHIBIT B

**CERTIFIED COPY OF PASSAIC VALLEY WATER COMMISSION'S RESOLUTION
AUTHORIZING THE EXECUTION OF THIS AGREEMENT**

EXHIBIT C
SURVEY OF PROPERTY

EXHIBIT D
PERMITS ISSUED IN CONNECTION WITH THE PROJECT

EXHIBIT E
IMPROVEMENTS FOR PROJECT (UTILITY PLAN)

SCHEDULE F

**RESOLUTION OF APPROVAL OF PROJECT FROM THE PATERSON PLANNING
BOARD**

EXHIBIT G
EMERGENCY EVACUATION PLAN

EXHIBIT H
DEVELOPER'S CERTIFICATE OF FORMATION
AND
CERTIFICATE OF GOOD STANDING

EXHIBIT I
CERTIFICATION OF LEGAL COUNSEL

PASSAIC VALLEY WATER COMMISSION

**Riverside Redevelopment Project (Block 2507 Lot 13),
City of Paterson, County of Passaic, New Jersey**

PVWC's Financial Certification Sheet