DOCUMENT INDEX

Document(s)	Page No.
February 2, 2015 R&V Structural Inspection Report	1
March 20, 2015 Letter from NJDEP approving emergency demolition with conditions	7
March 24, 2015 Memo from R&V regarding Council Approval	9
March 20, 2015 Letter from E. Watson to Yates to proceed with emergency demolition	11
January 6, 2015 Notice of Imminent Danger	12
December 31, 2014 Letter to Dexter Humphrey	18
March 23, 2015 Memo from E. Watson advising Mayor and Council of Imminent Danger /Demolition	22
March 23, 2015 Memo from E. Watson to Mayor and Council providing copies of demolition proposals	23
March 24, 2015 Memo from E. Watson to City Administrator and Corporation Counsel regarding proposals	40
March 24, 2015 Memo from P. Izzo to E. Watson regarding Buenaventura Restaurant	42
March 24, 2015 Memo from P. Izzo to E. Watson regarding proposals	43
Professional Services Agreement between the City of Plainfield and Yates Real Estate, Inc. for Emergency Demolition Services for an amount not to exceed $214,500.00	44
Certificate of Liability Insurance (Yates) adding the City as an Insured	53
Certificate of Liability Insurance (B&B Disposal – Solid Waste, Ash and Refuse Removal adding Yates as Insured	54
NJ Business Registration Certificate	55
NJ Public Works Contractor Registration Certificate	56
Yates Bid Submission	57
Yates Request for Addendum to Contract	71
Certificate of Liability Insurance (Worker's Compensation) adding the City as an Insured	72
Procedure for Building Demolition	73
March 17, 2015 Letter from Yates regarding additional Indemnification Insurance Request	75
March 19, 2015 Email from Yates to P. Izzo	76
March 20, 2014 Letter from E. Watson to Buenaventura – Notice to Close	80
March 24, 2015 Invoice from Yates ($75,075.00)	81
March 26, 2015 Memo from P. Izzo to E. Watson regarding clean-up	82
Empty	
March 25, 2015 Email from VESH to E. Watson re: Additional documents required from contractor	83
March 26, 2015 Email from Lauren acknowledging claim	85
March 23, 2015 Letter from Yates reporting accident	86
Yates submission of credentials	93
B&B Disposal & Demolition, LLC credentials	108
March 25, 2015 E-mail from Yates to VESH and E. Watson regarding property damage claim	113
Local Public Contracts Law	117
March 23, 2015 Special Meeting Agenda	

117-125 NORTH AVENUE		
MONTH	**COMMUNICATIONS**	**COMMENTS**
December	• **12/31/2014** Letter to Dexter Humphrey from Phillip Izzo, advising owner that it has come to his attention that the property suffered extensive fire damage in December 2011. "Our records show that a notice of unsafe structure was issued on Dec. 19, 2011 and a partial demolition permit was issued on January 13, 2012. To date no action, immediate response requested as to intentions. Letter sent to 3 known addresses via certified mail. Certified mail received at the addresses - c/o US Bank, 50 South 16th St., Philadelphia, PA 19102 and 1990 Scenic Ridge Drive, Chino Ridge, CA 97109.	
January	• **1/6/2015** Notice of Imminent Hazard issued to Dexter Humphrey from Joseph F. Minarovich, Construction Official, ordering that owner demolish structure by 01/13/2015.	
	• **1/6/2015** Notice of Unsafe Structure issued to Dexter Humphrey from Joseph F. Minarovich, Construction Official, ordering owner to demolish by 1/13/2015	
March	• **3/4/2015** Demolition price from All Action Demolition to E. Watson, price of demolition $220,000.	Pg. 60 No stamp in
	• **3/6/2015** Demolition price from Yates Real Estate, Inc. faxed to Eric Watson. Price of demolition $214,500.00	Fax Cover Sheet 3/6/2015 (pg. 51 see pg. 59. notation made "called 3/11/15. set up for 9:30 a.m. Thurs 3/12 (pg. 59)
	• **3/13/2015** **Notice from City of Plainfield Department of Public Works & Urban Development to Residents that demolition of 117-125 North Avenue would commence on or about 3/24/2015; and advising that questions and concerns should be directed to Phil Izzo, Director of Inspections at 908-753-3386.**	
	• **3/13/2015** **Fax from Eric Watson to Andre Yates transmitting letter of acceptance of $214,500.00 quote for Emergency Demolition of 117-125 North Avenue; and advising that demolition commence on Tuesday, March 17, 2015**	

117-125 NORTH AVENUE		
MONTH	**COMMUNICATIONS**	**COMMENTS**
	• **3/16/2015** Faxed letter from Yates Real Estate (63)	
	• **3/17/2015** Letter to Eric Watson from Yates Real Estate, Inc. advising that "Due to the request received on 3/16/15 for additional insurance coverage indemnifying the City of Plainfield for potential loss resulting from the demolition of the property, ... the start of this project has to be delayed beyond March 17, 2015. Letter also advising that preliminary site coordination with PSE&G Demolition Division has commenced.	
March	• **3/17/2015** Fax to Eric Watson from Yates Real Estate Inc. transmitting Business Registration Certificate, Certificate of Liability Insurance of Sub-contractor, Department of Labor and Workforce Development.	
	• **3/18/2015** Communication from Yates Real Estate, Inc. of "Addendum to the Contract to Demolish property at 117-125 North Avenue	
	• **3/19/2015** Email to Phillip Izzo from Andre Yates Re: Follow-up regarding demolition. Contractor requesting confirmation regarding use of vacant lot during demolition. FAX	
	• **3/19/2015** **Notification from PMUA Sanitary Sewer Division recommending that contractor for 117-125 North Avenue demolition expose the lateral and cap it off.**	
	• **3/19/2015** Procedure for Demolition of Building in the City of Plainfield signed by Joseph F. Minarovich, Construction Official.	
	• **3/20/2015** Email from Phillip Izzo, Director of Inspections, to E. Watson, advising that efforts to reach the last owner of record have been unsuccessful and building is considered a hazard to the public.	
	• **3/20/2015** Procedure for Building Demolition issued by the City of Plainfield pg. 73	Notation: Documents "Hand delivered to Mr. Yates 3/20/2015" was made by Phillip Izzo.

117-125 NORTH AVENUE		
MONTH	**COMMUNICATIONS**	**COMMENTS**
	• **3/20/2015** Letter to Buenaventura Restaurant from Eric Watson "Recently a notice was sent to the area businesses on North Avenue regarding the emergency demolition of the building .... Due to the proximity of our restaurant and in concern of public safety, it is necessary to close your restaurant on 3/21/15 while demolition takes place. pg. 80	Communication to Property & Businesses; Letter in English and Spanish.
	• **3/20/2015** Letter from State of New Jersey to Wm. Nierstedt re: Application for Emergency authorization pursuant to NJ Register of Historic Places Act.	
March	• **3/20/2015** Letter to Yates Real Estate, Inc. from E. Watson authorizing company to proceed with emergency demolition.	
	• **3/23/2015** Memo to Mayor Mapp from E. Watson, P. Izzo re: Demolition.	
	• **3/23/2015** **Letter from New Jersey American Water to Yates Real Estate advising that water service has been disconnected at 117-19 North Avenue for purpose of demolition.**	
	• **3/24/2015** Invoice from Yates Real Estate, Inc. $75,075.00 pg. 81	
	• **3/25/2015** Accident Report of Yates Real Estate, Inc.	
	•	
	• **3/24/2015** **Letter from Eric Watson to Andre Yates advising of a Temporary Stop Work Order being issued.**	
	• **3/24/2015** Letter to Remington & Vernick advising of their opinion that the site in its current condition, still represents a hazard to the public.	

117-125 NORTH AVENUE		
MONTH	**COMMUNICATIONS**	**COMMENTS**
	• **3/26/2015** Memo to Eric Watson from Phillip Izzo advising that with respect to the letter of 3/24/15 and as a reminder, I wish to emphasize the potential public hazard caused by the remaining debris pile and partial structure still standing. I strongly urge the complete demolition and subsequent clean-up of the site at this time I believe the Construction Official can certify the partial payment as per the approved contract. pg. 80 & 81, Invoice pg. 81Invoice of March 24, 2015.	Emergency condition continues
	• **3/26/2015** **Letter from Simmons Pest Management to Andre Yates advising that pre-demolition services had been completed; and re-inspected on 3/26/2015 with no rodent activity at the time.**	
	• **3/26/2015** **Memo from Phillip Izzo to Eric Watson, advising that requesting a view of the file.**	
	• **3/26/2015** **Memo from Joseph Minarovich to Phillip Izzo confirming that the building "is down and authorizing the partial payment according to the request of Yates Realty.**	
	• **3/27/2015** **Fax from PSEG to City of Plainfield requesting to be notified if any live gas lines or electric wires, transformers, transformer pads, poles, etc. have not been removed.**	
	• **3/27/2015** **Letter from PSEG to City of Plainfield confirmation that gas and electric services have been disconnected and removed.**	
	• **3/30/2015** **E-mail from Lauren Coe of Kinsal Insurance to Andre Yates acknowledging receipt of the claim, and assigning a claim number "3010247".**	

117-125 NORTH AVENUE		
MONTH	COMMUNICATIONS	COMMENTS
April	• 4/1/2015 Letter from Eric Watson to Andre Yates advising that a preliminary inspection of the site had been conducted; and that the property owners will be notified of the new remediation date. Further advising that all claims have been filed and will be adjusted accordingly.	
	• 4/1/2015 Letter from Eric Watson to Andre Yates rescinding Temporary Stop Work Order; and advising that property owners would be notified of new remediation date.	
	• 4/2/2015 Memo from Phillip Izzo to Vernita Sias-Hill advising that he has reviewed documents and Procedures for Building Demolition, and that verifies the hand written notations as his.	

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME, LEED
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

Remington, Vernick & Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

Remington, Vernick & Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick & Arango Engineers
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

00 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

February 2, 2015

Eric Watson, Director of Public Works & Economic Development
City of Plainfield
515 Watchung Avenue
Plainfield, NJ 07061

Re: City of Plainfield
Structural Inspection
Fire Damaged Building at 117-125 North Avenue
RVA File No.: 2012-G-011

Dear Mr. Watson:

A structural inspection was completed on January 13, 2015 for the building located at 117-125 North Avenue by Kenneth Ressler, P.E. from our office. The purpose of the inspection was to evaluate the current structural integrity of the existing building which had been severely damaged by a fire in December 2011. In addition, our evaluation includes the review of a "Structural Condition Survey and Report" on this structure completed by C2EM Urban, LLC Consulting Engineers dated January 2, 2012.

Based on our inspection and review of existing information of the building, we have the following observations and evaluation of the structure.

1. The building inspection consisted of a visual inspection of the exterior of the structure only. The interior of the structure could not be safely inspected due to the deteriorated structural condition.

2. The existing building is a three story brick structure that covers an area of approximately 3500 SF. The structure was severely damaged by a fire in December 2011. There was extensive damage to the roof and interior structural framing of the building.

3. A structural inspection report prepared for the property owner by C2EM Urban Consulting Engineers was completed in January 2012 that stated, "there is no imminent danger of collapse of the structure as a whole." The report recommended selective demolition of damaged areas and reconstruction to stabilize and protect the structure.

4. The recommendations of the previously noted report were not completed and there is no evidence that any measures were taken in order to stabilize the structure. Therefore, the structure has continued to deteriorate over the past three years, due to exposure to water infiltration during storm events.

5. Due to the fact that the building has not been stabilized by reconstructing the interior structural framing supports, the building is susceptible to additional damage or collapse due to high wind conditions or snow storm events.

6. The following current conditions were observed during the inspection:

    a. Approximately 70% of the roof structure has collapsed into the building. (refer to photos 1, 2, 3, 5 & 6)
    b. Approximately 50% of the floor structures have collapsed into the building. (refer to photos 3, 5 & 6)
    c. The rear half of the North wall, half of the West (rear) wall, and the chimney have collapsed into the building. (refer to photos 5, 6, 7 & 8)
    d. The interior of the building is not safe for any access, therefore the building should be properly secured for public safety. The front of the building is boarded up, but access to the rear was not possible, so security at the rear could not be verified.

7. In photos from January 2012 the North wall of the building was standing with only damage to the top of the wall. The rear wall and chimney were also still standing. Presently, as noted above, over 50% of the North and West walls and the rear chimney have collapsed. This is a severe and significant deterioration and failure of the structure. (refer to photo 4)

8. Overall, there has been significant deterioration and collapse of the exterior building walls and the main structural supports that impact the structural integrity of the building.

In summary, the building structure at 117-125 North Avenue has had significant deterioration over the past three (3) years since the fire damage. This deterioration has caused collapse and failure of the exterior building walls and structural support framing of the building. It is our opinion that the structure is beyond repair and is in imminent danger of further failure and potential collapse. Therefore, it is our recommendation that the entire structure be completely demolished in order to protect the public health and safety of the surrounding area.

Should you have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS

K. Wendell Bibbs, P.E., C.M.E.
Senior Associate & Regional Manager

cc: Cynthia Smith, Engineering
Kenneth Ressler, RVE
Douglas Johnson, RVA

R:\Plainfield\2012-G-011 '14 General Engineering Services (Jan - Dec)\North Avenue Building Inspection\Plainfield Structural Inspection 117-125 North Ave 012915.doc

Photo 1: Building Elevation looking at East (front) and North Walls

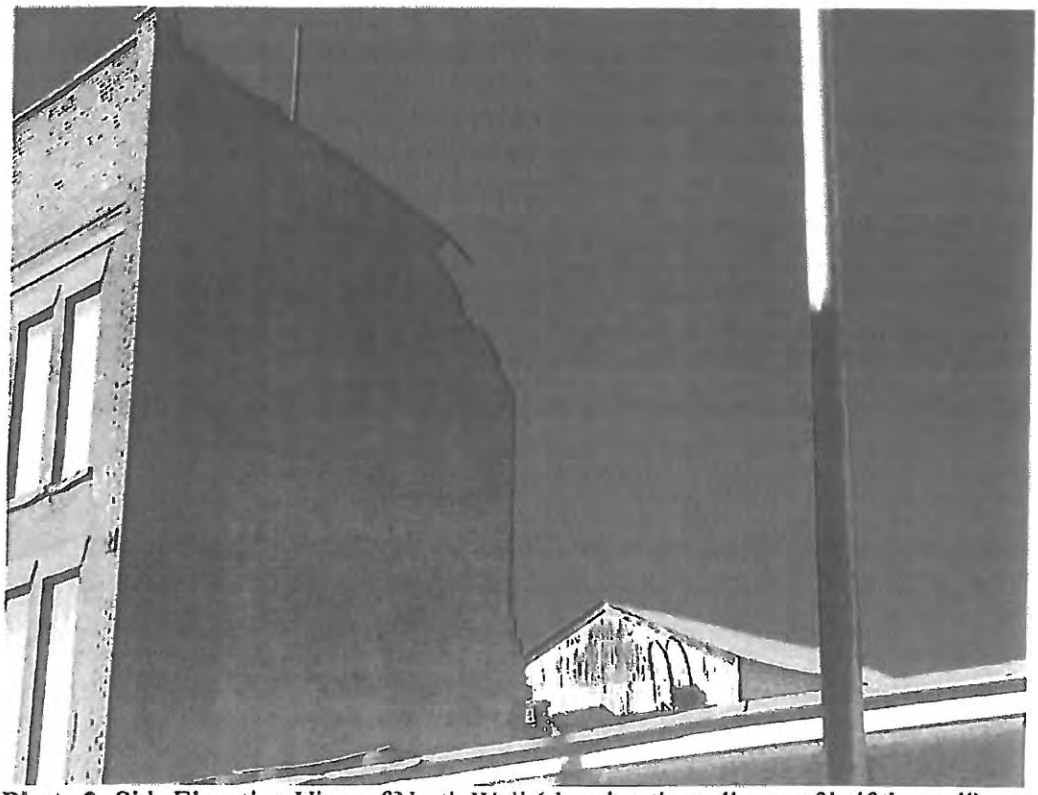


Photo 2: Side Elevation View of North Wall (showing the collapse of half the wall)

Photo 3: Rear Elevation View of North Wall (showing the collapse of half the wall)

Photo 4: This is a photo taken from the C2HEM Urban Consulting Engineers report of January 2012, showing the North Wall condition in December 2011 after the fire damage. Compare this photo to the previous photos 1, 2 and 3 above to see the collapse of the North and Rear Walls over the previous three years.

Photo 5: Rear Elevation View (showing interior structural framing failure and collapse)

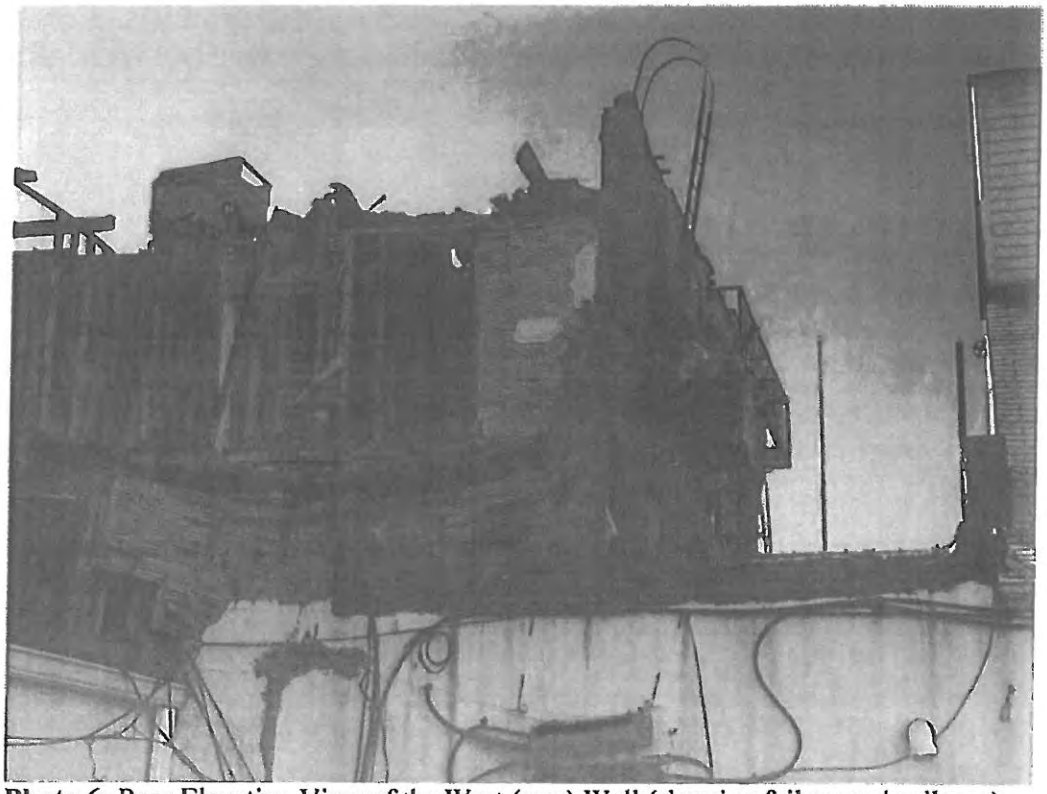


Photo 6: Rear Elevation View of the West (rear) Wall (showing failure and collapse)

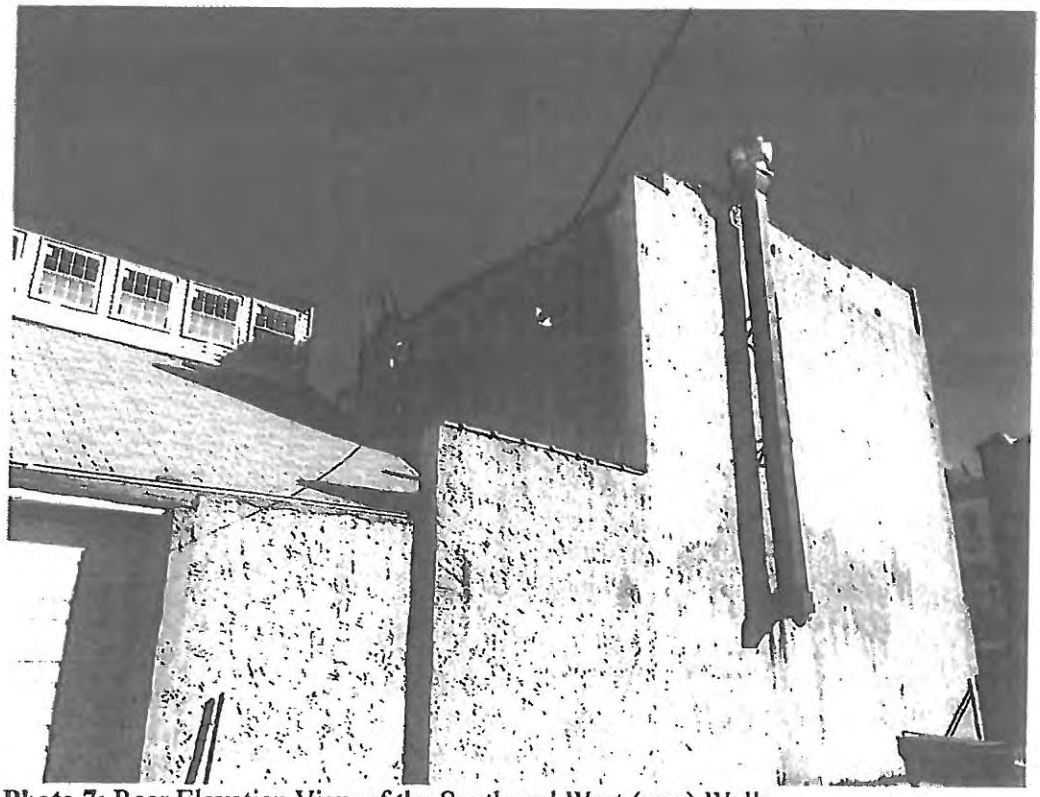


Photo 7: Rear Elevation View of the South and West (rear) Walls

Photo 8: Elevation View of the West (rear) Wall

HPO C 2015-192 PROD
15-1802-1

State of New Jersey

MAIL CODE 501-04B
DEPARTMENT OF ENVIRONMENTAL PROTECTION
NATURAL & HISTORIC RESOURCES
HISTORIC PRESERVATION OFFICE
P.O. Box 420
Trenton, NJ 08625-0420
TEL. (609) 984-0176 FAX (609) 984-0578

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

March 20, 2015

Mr. Bill Nierstedt, PP AICP
Director of Planning/Zoning Officer
515 Watchung Avenue, Second Floor
Plainfield, NJ 07060

RE: Union County, Plainfield City
117-125 North Avenue
Plainfield, NJ
Demolition
North Avenue Historic District
New Jersey Register of Historic Places Act
Application for Emergency Project Authorization

Dear Mr. Nierstedt:

Thank you for applying for emergency authorization pursuant to the New Jersey Register of Historic Places Act. The following comments are based upon the information you submitted to our office via E-mail on March 19 and 20, 2015. 117-125 North Avenue is a contributing building to the North Avenue Historic District which was listed on the New Jersey and National Registers of Historic Places in 1984. Based on the photographs and Remington, Vernick and Arango Engineer's February 2, 2015 structural report provided to the Historic Preservation Office (HPO) on March 20, 2015, the building was damaged by fire December 2011. The rear portion of the roof and the rear walls were lost in the fire and the building has been vacant and open to the elements ever since. The owner is absent and the City has decided to take action because bricks from the building have been falling onto neighboring properties. Because of the falling bricks, 117-125 North Avenue constitutes "an immediate, direct, demonstrable and severe hazard to the safety of the public" and the proposed demolition is being addressed as an emergency situation, pursuant to N.J.A.C 7:4-7.3. The demolition of 117-125 North Avenue is not in conformance with the Secretary of Interior's Standards for Rehabilitation and therefore, pursuant to N.J.A.C. 7:4-7.4, **will constitute an encroachment** on this historic property and the surrounding North Avenue Historic District. Due to the emergency situation, the HPO authorizes the encroachment with the following conditions:

- Demolition of 117-125 North Avenue shall be done by in a manner sensitive to the surrounding buildings having no physical impact on them. The HPO recommends that the demolition be done by hand and not with a crane and ball, implosion, or any other method which could impact the adjacent and attached buildings. The HPO understands

that the one story building attached to 117-125 North Avenue is located in the North Avenue Historic District but is not a contributing building to the historic district. The HPO recommends that the attached building receive proper structural support after demolition of 117-125 North Avenue since once 117-125 North Avenue is removed, so is part of the attached building's load bearing wall.

- Plainfield Historic Preservation Commission (HPC) shall have the opportunity to review and approve any proposed new design on the lot.

The HPO recommends that the City work with the Plainfield HPC through this process. The HPC may also have review authority over this undertaking and may have other recommendations that the HPO has not made.

If you have any questions regarding this letter, please contact Meghan MacWilliams Baratta, of my staff, at 609-292-1253 or Meghan.baratta@dep.nj.gov. If additional consultation with the HPO is needed for this undertaking, please reference the HPO project number 15-1802 in any future calls, emails, or written correspondence. Thank you for your cooperation with this review.

Sincerely,

Daniel D. Saunders
Administrator

C: Plainfield Historic Preservation Commission

REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME, LEED
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

Remington, Vernick & Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

Remington, Vernick & Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick & Arango Engineers
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

10 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

MEMORANDUM

To: Eric Watson, Director of Public Works and Economic Development

From: K. Wendell Bibbs, P.E., C.M.E., Senior Associate & Regional Manager KWB

Subject: Demolition of Building 117-125 North Avenue

Date: March 24, 2015

Our office is aware that City Council did not approve proposed resolutions R113-15, R114-15, and R115-15 as related to the contract for the above captioned project. Please be advised that it is our opinion that the site, in its current condition, still represents a hazard to the public for the following reasons:

- As you are aware, due to the incident in which debris from the 117-125 building fell on the adjacent building(s), those buildings are now in danger of structural failure which could cause additional safety issues.
- The debris areas must be removed to allow a comprehensive evaluation.
- The damaged buildings must be structurally evaluated and stabilized as soon as possible.
- If the corrections and/or select demolition of the buildings that are currently damaged are not made, it could jeopardize the remaining two business / building structures.
- Lastly, the site in general is not appropriately secured for any long term period of time due to the amount of debris.

Therefore, it is our recommendation that the demolition contractor be permitted to complete the work at the 117-125 building. The contractor should also be directed to immediately notify his insurance company and properly address the damage to the adjoining buildings.

If you should have any questions, please feel free to contact me.

cc: Rick Smiley, City Administrator; Cynthia Smith, Engineering; Ken Ressler, RVE

T:\Plainfield\2012-G-011 '14 General Engineering Services\North Avenue Building Inspection\Demolition of Building 117-125 North Avenue Memo-a doc

Constance Lewis

From: Phillip Izzo
Sent: Friday, March 20, 2015 11:43 AM
To: Eric Watson
Cc: Constance Lewis
Subject: 117-125 North Ave.
Attachments: SKMBT_36315032011350.pdf

Please be aware that the building on 117-125 North Avenue has been declared an unsafe structure as well as an imminent hazard [see attached notices prepared by Joe Minarovich-Construction Official]. Efforts to reach the last owner of record have been unsuccessful and the building is considered a hazard to public safety.
Phil Izzo

10

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
908 753-3375 (B) 908 753-3070 (F)
E-mail: eric.watson@plainfieldnj.gov

ADRIAN O. MAPP
MAYOR

ERIC C. WATSON
DIRECTOR

March 20, 2015

Mr. Andre Yates
Yates Real Estate, Inc.
PO Box 1121
South Plainfield, NJ 07080

RE: Emergency Demolition of 117-25 North Avenue, Plainfield, New Jersey

Dear Mr. Yates:

Please be advised that the building located at 117-25 North Avenue, Plainfield, New Jersey, has been declared an unsafe structure as well as an imminent hazard to the public. The City of Plainfield is, therefore, authorizing Yates Real Estate, Inc., to proceed with emergency demolition of subject property.

Emergency demolition on the property will begin on Saturday, March 21, 2015.

If you have any question regarding this letter, please feel free to contact Mr. Eric C. Watson at (908) 753-3375.

Sincerely,

Eric C. Watson, Director
Department of Public Works and
Urban Development

NOTICE OF IMMINENT HAZARD

Application Date:

Control Number: 0

Permit Number: 0

Date Permit Issued:

Notice Date: 1/6/2015

Violation Number: 20150006/0

,ity of Plainfield
515 Watchung Avenue
nfield, NJ 07060
908-2262666

IDENTIFICATION

Work Site Location: 117-125 NORTH AVENUE

Block: 315 **Lot:** 2.01 **Qual:**

Owner In Fee: DEXTER HUMPHREY

Address: 229 N 11TH ST

NEWARK NJ 07107

Telephone: 973 484-6457

Agent/ Contractor: DEXTER HUMPHREY

Address: 229 N 11TH ST

NEWARK NJ 07107

Telephone: 973 484-6457

To: [X] **Owner:** [ ] **Agent/Contractor** [ ] **Other:**

Date Of Inspection: 1/6/2015 **Date Of This Notice:** 1/6/2015

ACTION

Take ***NOTICE*** that as a result of the inspections conducted by this agency on 1/6/2015 of the above property, an imminent hazard has been found to exist pursuant to N.J.S.A. 52:27D-132 and N.J.A.C. 5:23-2:32. The building or structure, or portion thereof, deemed an imminent hazard is described as follows:

BADLEY BURNED IMMINENT HAZARD

uch, you are hereby ***ORDERED*** to immediately and forthwith vacate the above structure or portion thereof.

er, you are ***ORDERED*** to:

[ ] Immediately correct the above noticed imminent hazards so as to render the structure temporarily safe and secure.

[X] Demolish the above structure by 1/13/2015

ilure to immediately comply with this ***ORDER*** may result in the necessary correction being made by the Construction Official at the pense of the property owner pursuant to N.J.A.C. 5:23-2.32(b)5.

lure to render the structure temporarily safe and secure and/or demolish the structure in accordance with this ***ORDER*** will result in this tter being forwarded to legal counsel for prosecution, and assessment of penalties up to $2,000.00 per week per violation. You must nediately declare to the Construction Official, your acceptance or rejection of the terms of this ***ORDER***.

ou wish to contest this Order, you must apply for a stay to a court of competent jurisdiction within 24 hours.

ou have any questions concerning this matter, please call: 908-2262666

Order of: Joseph F. Minarovich
Joseph F. MINAROVICH CONSTRUCTION OFFICIAL

Date: 1-6-15

Certified Mail # : 7014 0150 0000 7643 1544

242 (rev 1/2004)

NOTICE OF UNSAFE STRUCTURE

Application Date:
Control Number: 0
Permit Number: 0
Date Permit Issued:
Notice Date: 1/6/2015
Violation Number: 20150006/0

City of Plainfield
Watchung Avenue
Plainfield, NJ 07060
908-2262666

IDENTIFICATION

Work Site Location: 117-125 NORTH AVENUE
Block: 315 **Lot:** 2.01 **Qual:**
Owner In Fee: DEXTER HUMPHREY
Agent/ Contractor: DEXTER HUMPHREY
Address: 229 N 11TH ST
NEWARK NJ 07107
Address: 229 N 11TH ST
NEWARK NJ 07107
Telephone: 973 484-6457
Telephone: 973 484-6457

To: [X] **Owner:** [ ] **Agent/Contractor** [ ] **Other:**

Date Of Inspection: 1/6/2015
Date Of This Notice: 1/6/2015

ACTION

Take ***NOTICE*** that as a result of the inspections conducted by this agency on 1/6/2015 on the above property, an unsafe condition has been found to exist pursuant to N.J.S.A. 52:27D-132 and N.J.A.C. 5:23-2.32. The building or structure, or portion thereof, deemed an unsafe condition is described as follows:

BADLEY BURNED IMMINENT HAZARD

You are hereby ***ORDERED*** to:

[ ] Vacate the above structure by

[X] Demolish the above structure by 1/13/2015, or correct the above noted unsafe conditions by no later than 1/13/2015.

Failure to correct the unsafe condition or refusal to comply with this ***ORDER*** will result in this matter being forwarded to legal counsel for prosecution and assessment of penalties up to $2,000.00 per week per violation. You must immediately declare to the Construction Official, your acceptance or rejection of the terms of this ***ORDER***.

Any building or structure vacated pursuant to this ***ORDER*** shall not be reoccupied unless and until a certificate of occupancy is issued by the Construction Official.

If you wish to contest this ***ORDER***, you may request a hearing before the Construction Board of Appeals of the **Union County Construction Board Of Appeals** within 15 business days of receipt of this notice as provided by N.J.A.C. 5:23A-2.1. The Application to Construction Board of Appeals may be used for this purpose.

Your application for appeal must be in writing, setting forth your name and address, the address of the building or site in question, the specific sections of the Uniform Construction Code in question and the extent and nature of your reliance on them. You may include a brief statement setting forth your position and nature of the relief sought by you, and you may also append any documents that you consider useful.

The fee for an appeal is $100.00 and should be forwarded with your application to the Construction Board of Appeals Office at:

Union County Courthouse, Law Division Elizabeth NJ 07201

If you have any questions concerning this matter, please call: 908-2262666

Order of: Joseph E. Minarovich
Joseph E. MINAROVICH CONSTRUCTION OFFICIAL

Date: 01-06-15

By Certified Mail # : 7014 0150 0000 7643 1544

241 (rev 1/2004)

permit was obtained is not completed by the third anniversary of the effective date of P.L. 2001, c. 457 (C. 52:27D-131.1 et al.).

d. If the project for which the permit is obtained is not completed by a deadline set forth in this section, the permittee may submit a request for an extension of the permit to the enforcing agency for review. The enforcing agency may extend the permit for a period of one year. Approval of the extension shall not be unreasonably withheld. Denial of a request for an extension may be appealed to the county construction board of appeals established pursuant to section 9 of P.L. 1975, c. 217 (C. 52:27D-127). If a project is not completed within the deadline set forth in this section, the enforcing agency shall take all appropriate action up to and including demolition of the uncompleted structure.

The provisions of this subsection shall not apply to a permit obtained: (1) to construct improvements to the interior of a residential property in which the permittee is currently residing that are not visible from the outside of the residential property, (2) for any building of which the exterior and all required site improvements have been fully constructed, or (3) for a project while that project is under the control of a mortgagee in possession.

The enforcing agency may suspend, revoke or cancel a construction permit in case of neglect or failure to comply with the provisions of this act or the code, or upon a finding by it that a false statement or representation has been made in the application for the construction permit.

L. 1975, c. 217, § 13; amended 2001, c. 457, § 1.

[1] N.J.S.A. § 52:27D-132.

52:27D-131.1. Removal, demolition of certain building, structure

a. If the owner of a building or structure fails to comply with a removal or demolition order issued by an enforcing agency under authority of P.L. 2001, c. 457 (C. 52:27D-131.1 et al.) or of P.L. 1975, c. 217 (C. 52:27D-119 et seq.), the enforcing agency may cause such building or structure to be removed or demolished or may notify the governing body of the need to contract for the removal or demolition thereof in accordance with the provisions of the "Local Public Contracts Law," P.L. 1971, c. 198 (C. 40A:11-1 et seq.). Such removal or demolition shall include the clearance, and any necessary leveling, of the site.

b. The cost of any such removal or demolition, together with the cost of filing legal papers, expert witnesses' fees, search fees and advertising charges incurred in the course of any proceeding taken under P.L. 2001, c. 457 (C. 52:27D-131.1 et al.) or under P.L. 1975, c. 217 (C. 52:27D-119 et seq.), less any proceeds received by the enforcing agency from the sale of the materials of the building or structure, shall be a municipal lien against the real property upon which such cost was incurred. In the event that costs were paid by any governmental entity other than the municipality, the lien shall be assigned to that governmental entity. The lien shall be filed and shall be enforceable in the same manner as are other municipal liens.

L. 2001, c. 457, § 2.

52:27D-132. Inspection of construction by enforcing agency; right of entry; stop construction orders; violations, reinspection

a. The enforcing agency shall periodically inspect all construction undertaken pursuant to a construction permit issued by it to insure that the construction or alteration is performed in accordance with the conditions of the construction permit and consistent with the requirements of the code and any ordinance implementing said code.

b. The owner of any premises upon which a building or structure is being constructed shall be deemed to have consented to the inspection by the enforcing agency and the department, of the entire premises and of any and all construction being performed on it until a certificate of occupancy has been issued. An inspector, or team of inspectors, on presentation of proper credentials, shall have the right to enter and inspect such premises, and any and all construction thereon, for purposes of ensuring compliance with the provisions of the applicable construction permit, the code, and other applicable laws and regulations. All inspection pursuant to this act [C.52:27D-119 et seq.] shall be between the hours of 9 a.m. and 5 p.m. on business days, or when construction is actually being undertaken, provided, however, that inspections may be conducted at other times if the enforcing agency has reasonable cause to believe that an immediate danger to life, limb or property exists, or if permission is given by an owner, or his agent, architect, engineer or builder. No person shall accompany an inspector or team of inspectors on any inspection pursuant to this act, unless his presence is necessary for the enforcement of this act, or the code, or unless consent is given by an owner or his agent, architect, engineer or builder.

c. If the construction of a structure or building is being undertaken contrary to the provisions of a construction permit, this act, the code, or other applicable laws or ordinances, the enforcing agency may issue a stop construction order in writing which shall state the conditions upon which construction may be resumed and which shall be given to the owner or the holder of the construction permit or to the person performing the construction. If the person doing the construction is not known, or cannot be located with reasonable effort, the notice may be delivered to the person in charge of, or apparently in charge of, the construction. No person shall continue, or cause or allow to be continued, the construction of a building or structure in violation of a stop construction order, except with the permission of the enforcing agency to abate a dangerous condition or remove a violation, or except by court order. If an order to stop construction is not obeyed, the enforcing agency may apply to the appropriate court as otherwise established by law for an order enjoining the violation of the stop construction

submission to the enforcing agency of an acceptable supervision and management plan. This plan shall include the institution of quality controls to ensure that the pattern of violations does not continue and the identification of qualified personnel to implement the plan. If the plan is not submitted within five business days of the issue date of the stop construction order, the order shall take effect.

3. No person shall continue, or cause to allow to be continued, the construction of a building or structure in violation of a stop construction order, except with the permission of the enforcing agency to abate a dangerous condition or remove a violation, or except by court order.

4. If an order to stop construction is not obeyed, the enforcing agency may apply to the appropriate court as otherwise established by law for an order enjoining the violation of the stop construction order. The remedy for violation of such an order provided in this subsection shall be in addition to, and not in limitation of, any other remedies provided by law.

(e) Penalties may be levied by an enforcing agency as follows:

1. Up to $1,000 per violation for failure or refusal to comply with any lawful order, unless the failure or refusal to comply is done with the knowledge that it will endanger the life or safety of any person, in which case the penalty shall be up to $2,000 per violation;

2. Up to $2,000 per violation for failure to obtain a required permit prior to commencing construction or for allowing a building to be occupied without a certificate of occupancy;

3. Up to $2,000 per violation for failure to comply with a stop construction order;

4. Up to $2,000 per violation for willfully making a false or misleading written statement, or willfully omitting any required information or statement in any application or request for approval;

5. Up to $500.00 per violation for any violation not covered under (e)1 through 4 above;

6. For purposes of this subsection, in an occupied building, a code violation involving fire safety, structural soundness or the malfunctioning of mechanical equipment that would pose a life safety hazard shall be deemed to endanger the life or safety of a person. In an unoccupied building, a code violation of a requirement intended to protect members of the public who are walking by the property shall be deemed to endanger the life or safety of a person.

Amended by R.2004 d.365, effective October 4, 2004.
See: 36 N.J.R. 2605(a), 36 N.J.R. 4441(a).
In (b), inserted "of 1999" following "Penalty Enforcement Law", amended the N.J.S.A. reference in (6), and substituted "and of the Superior Court" for "in addition to the courts specified by N.J.S.A. 2A:58-2"; added (e).
Amended by R.2007 d.46, effective February 5, 2007.
See: 38 N.J.R. 872(a), 39 N.J.R. 370(b).
Rewrote (d).
Amended by R.2007 d.124, effective May 7, 2007.
See: 38 N.J.R. 3708(a), 39 N.J.R. 1669(a).
In the introductory paragraph of (b), substituted a colon for a semicolon at the end; and in (b)5, deleted ", whenever he shall not have done so in the original notice and orders" following "pay a penalty".
Administrative correction.
See: 40 N.J.R. 113(a).

Case Notes

Civil rights action challenging township actions regarding use of property as church were not ripe for adjudication until township planning board decided site plan application and any need for variance. Trinity Resources, Inc. v. Township of Delanco, D.N.J.1994, 842 F.Supp. 782.

Pursuant to N.J.A.C. 5:23-4.15(a), the Department may suspend or revoke its authorization when a private on-site agency submits fraudulent or materially inaccurate information. This remedy is in addition to any other remedies provided by the regulations under N.J.A.C. 5:23-2.31(b), allowing a penalty of up to $500 in the case of a false or misleading written statement made to the Department that is not willful, and N.J.A.C. 5:23-2.31(e), allowing for a penalty of up to $2,000 in a case where such a statement is made willfully; therefore, N.J.A.C. 5:23-4.15(a)1 does not preclude the levying of a penalty in addition to, or in lieu of, suspension or revocation of an authorization previously given to a private on-site inspection agency (adopting with modification 2009 N.J. AGEN LEXIS 700). Office of Regulatory Affairs v. EIC Inspection Agency Corp., OAL Dkt. No. CAF 01069-09, 2009 N.J. AGEN LEXIS 1022, Final Decision (November 12, 2009).

Initial Decision (2006 N.J. AGEN LEXIS 428) adopted, which continued a stop work order on a home site construction project because: (1) removal of the table-type shoring and bracing for the adjoining building violated the construction permit conditions, and (2) the absence of documentation by an engineer or approval by an engineer of the changes to the shoring also violated the permit. Office of Local Code Enforcement, Dep't of Community Affairs v. Brassel, OAL Dkt. No. CAF 02684-06, 2006 N.J. AGEN LEXIS 512, Final Decision (June 16, 2006).

Initial Decision (2006 N.J. AGEN LEXIS 319) adopted as modified, which concluded that license revocation was warranted for a building inspector who accepted several bribes and attempted to negotiate another bribe, but monetary penalties would not be imposed based on the inspector's representation that he cooperated with law enforcement officials investigating and prosecuting other individuals relative to the bribery. Office of Regulatory Affairs v. DiStefano, OAL Dkt. No. CAF 4604-05, 2006 N.J. AGEN LEXIS 518, Final Decision (April 17, 2006).

5:23-2.32 Unsafe structures

(a) All buildings or structures that shall become unsafe, or unsanitary, or that contain deficient or blocked exitway facilities, or which constitute a fire hazard or are otherwise dangerous to human life or the public welfare, or that by reason of illegal or improper use or occupancy shall be deemed unsafe buildings or structures, shall be taken down and removed or made safe and secure. A vacant building that is unguarded or open at door or window shall be deemed a fire hazard and unsafe within the meaning of this chapter.

1. Examination and record of damaged structure: The appropriate subcode official shall examine every building or structure reported as dangerous, unsafe structurally, unsanitary or constituting a fire hazard and shall prepare a report to be filed in a docket of unsafe structures and premises, stating the use of the structure, the nature of the hazard, the nature and estimated amount of damages, if any, caused by collapse or failure.

2. Notice of unsafe structure: If an unsafe or unsanitary condition is found in a building or structure, the construction official shall serve a written notice describing the building or structure deemed unsafe and specifying the required repairs or improvements to be made to render the building or structure safe and secure, or requiring the unsafe building or structure or portion thereof to be vacated or demolished within a stipulated time. Such notice shall require the person thus notified to immediately declare to the construction official his or her acceptance or rejection of the terms of the order. Such person may seek review before the Construction Board of Appeals within 15 days of receipt of the notice.

3. Restoration of unsafe structure: A building or structure condemned by the construction official may be restored to a safe condition in accordance with N.J.A.C. 5:23-6, Rehabilitation Subcode. A certificate of approval or certificate of occupancy, as appropriate, shall be obtained prior to reoccupancy of the building or structure.

4. Posting notice of unsafe structure: If the person addressed with a notice of unsafe structure cannot be found within the municipality after diligent search, then such notice shall be sent by registered or certified mail to the last known address of such person, as on file with the office of the tax collector, and a copy of the notice of unsafe structure shall be posted in a conspicuous place on the premises; and such procedures shall be deemed the equivalent of personal notice.

5. Upon refusal or neglect of the person served with a notice of unsafe structure to comply with the requirements of the order to abate the unsafe condition, the construction official shall, in addition to any other remedies herein provided, forward the matter to the legal counsel of the jurisdiction for an action to compel compliance.

(b) Emergency measures:

1. When, in the opinion of the construction official and appropriate subcode officials, there is actual and immediate danger of failure or collapse of a building or structure or any part thereof which would endanger life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the building or structure, the construction official is hereby authorized and empowered to order and require the occupants to vacate the same forthwith. The construction official shall cause to be posted at each entrance to such building a notice reading as follows: This structure is unsafe and its use or occupancy has been prohibited by the construction official, and it shall be unlawful for any person to enter such building or structure except for the purpose of making the required repairs or demolishing the same. The order of the construction official shall be effective immediately.

2. Temporary safeguards: When, in the opinion of the construction official, there is actual and immediate danger of collapse or failure of a building or structure or any part thereof which would endanger life, the construction official shall cause the necessary work to be done to render such building or structure or part thereof temporarily safe, whether or not the legal procedure herein has been instituted. Such work may include such demolition as may be necessary in order to eliminate any actual and immediate danger to human life; provided, however, that any demolition work shall not commence until at least 24 hours following service of notice of the pending demolition upon the owner, unless such service is not possible because the identity or the address of the owner cannot be determined from public records. Upon expiration of the 24-hour period, demolition may proceed unless stayed by order of the Superior Court.

3. Closing streets: When necessary for the public safety, the construction official may temporarily close sidewalks, streets, buildings and structures and places adjacent to such unsafe structure, and prohibit the same from being used.

4. Emergency repairs or demolition: For the purpose of this section, the construction official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

5. Costs of emergency repairs: Costs incurred in the performance of emergency work shall be paid from the treasury of the jurisdiction on certificate of the construction official; and the legal authority of the jurisdiction shall institute appropriate action against the owner of the premises for the recovery of such costs.

6. Appeals: An emergency order issued by a municipal construction official pursuant to this subsection shall be appealable only to a court of competent jurisdiction.

Amended by R.1991 d.509, effective October 7, 1991.
See: 23 N.J.R. 2236(a), 23 N.J.R. 3001(a).
C.O. required prior to reoccupancy.
Amended by R.1996 d.236, effective May 20, 1996 (operative January 1, 1997).
See: 27 N.J.R. 4050(a), 28 N.J.R. 2586(a).
Amended by R.1999 d.424, effective December 6, 1999.
See: 31 N.J.R. 2428(a), 31 N.J.R. 4001(c).
Rewrote (a)3.
Amended by R.2003 d.201, effective May 19, 2003.
See: 35 N.J.R. 303(a), 35 N.J.R. 2207(a).
Rewrote (b).

Law Review and Journal Commentaries

Tort Claims Act—Landlords. P.R. Chenoweth, 138 N.J.L.J. No. 2, 77 (1994).

Case Notes

Civil rights action challenging township actions regarding use of property as church were not ripe for adjudication until township planning board decided site plan application and any need for variance. Trinity Resources, Inc. v. Township of Delanco, D.N.J.1994, 842 F.Supp. 782.

Mobile park owner that leased space to mobile home owners could not require residents to convert from oil heat to gas heat as condition of approving prospective purchases. Garden Park Mobile Home Owners

16

Ass'n v. Garden Park Associates, 292 N.J.Super. 442, 678 A.2d 1191 (L.1996).

City, as landowner, did not have immunity from claim it negligently maintained buildings in dangerous condition, resulting in spread of fire to surrounding buildings. Saldana v. DiMedio, 275 N.J.Super. 488, 646 A.2d 522 (A.D.1994).

If activities of building inspector and public works director required discretionary decisions and were subject to qualified immunity, standard of liability would be whether decisions were palpably unreasonable or whether they merely failed to follow mandates of higher-up decisions. Saldana v. DiMedio, 275 N.J.Super. 488, 646 A.2d 522 (A.D.1994).

"Dangerous condition" for tort liability was satisfied with respect to surrounding buildings damaged by fire which spread from buildings on city-owned lots. Saldana v. DiMedio, 275 N.J.Super. 488, 646 A.2d 522 (A.D.1994).

Loss of housing which occurred when premises was evacuated for safety of tenants upon broken water main was a natural disaster that precluded payment of relocation benefits. Union Gardens' v. Township of Montclair, 95 N.J.A.R.2d (CAF) 85.

5:23-2.33 Service of notice

Except as is specifically provided for by the act with respect to stop construction orders, service of notices and orders pursuant to this section shall be upon the owner or the person specified as agent for receipt of same in the application for a permit or the person responsible for the work or in the case of unsafe structures upon any agent or person in control of the building. Service may be made by personal delivery or by leaving a copy at the dwelling house or usual place of abode of such person, with a competent member of his household of the age of 14 years or older than residing therein, or by any other method or upon any other person approved pursuant to Rules 4:4-4 and 4:4-5 of the New Jersey Supreme Court, or which is otherwise consistent with due process.

5:23-2.34 Protection of adjoining properties

(a) Owners who undertake construction, rehabilitation, or demolition work at their properties shall protect adjoining properties from damage caused by the work.

(b) The owner intending to undertake the construction, rehabilitation, or demolition work that could potentially damage adjoining properties shall deliver written notice of such intent to the owners of the affected properties. The notice shall request written permission to enter the adjoining properties to determine the measures that must be taken to safeguard the properties from damage.

1. Written consent from the owners of the adjoining properties must be obtained prior to entering the properties.

2. In those cases where owners of adjoining properties refuse access, work shall not proceed unless access to the properties is granted by the courts.

(c) The measures to be taken to safeguard adjoining properties shall be submitted with the permit application for review and approval by the construction official.

(d) Upon approval of the measures to safeguard the adjoining properties, the owner intending to undertake the construction, rehabilitation, or demolition work shall provide a copy of the measures to the owners of adjoining properties and shall request written permission to implement the measures prior to the commencement of work.

i. Written consent from the owners of the adjoining properties to implement the measures to safeguard the properties must be obtained.

Repealed by R.1996 d.236, effective May 20, 1996 (operative January 1, 1997).
See: 27 N.J.R. 4050(a), 28 N.J.R. 2586(a).
Section was "Construction board of appeals".
New Rule, R.2008 d.39, effective March 3, 2008.
See: 39 N.J.R. 2175(a), 40 N.J.R. 1084(a).
Section was "Reserved".

5:23-2.35 Enforcement actions after issuance of certificate(s) of occupancy

(a) Subsequent to the issuance of a certificate of occupancy, the construction official shall issue a notice of violation for any violation of the provisions of the Code in effect at the time of permit application that comes to his or her attention. Pursuant to N.J.S.A. 2A:14-1.1, no notice of violation may be issued to the developer or to any contractor more than 10 years after issuance of the certificate of occupancy.

1. If violations of any of the following provisions of the Code in effect at the time of permit application are found in a residential structure in a development, other than Group R-1, subsequent to the issuance of a certificate of occupancy, the construction official shall issue such notices and orders as may be necessary to ensure that all units within the development that might have similar violations are inspected for such violations and that any such violations found are cited and abated:

i. N.J.A.C. 5:23-2.32 Unsafe structures;

ii. The following provisions of the building subcode:

(1) Chapter 4, Special Detailed Requirements Based on Use and Occupancy, except for sections 401, 402.3, 403.2.2, 409, 412;

(2) Chapter 7, Fire-resistant Rated Construction;

(3) Section 803, Wall and Ceiling Finishes;

(4) Chapter 9, Fire Protection Systems; and

(5) Chapter 10, Means of Egress, except for sections 1009.4.4, 1009.4.5, 1009.12, 1009.13, 1028.11, 1028.13 and 1028.14;

iii. The following provisions of the one- and two-family dwelling subcode:

17

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT

DIVISION OF INSPECTIONS
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
Phone (908) 753-3386 • Fax (908) 226-2580

December 31, 2014

Mr. Dexter Humphrey
229 North 11th Street
Newark, N.J. 07107

Re: 117 North Ave.
Block 315 Lot 2.01

Dear Mr. Humphrey:

It has come to our attention that the property cited above suffered extensive fire damage in December 2011. Our records show that a notice of unsafe structure was issued on December 19, 2011 and a partial demolition permit was issued on January 13, 2012. To date there has no action taken to repair or demolish the structure whereas this building poses a potential danger to public welfare a, response as to your intentions with respect to this property is immediately requested by this office.

Sincerely,

Phillip Izzo
Director of Inspections

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

CITY OF PLAINFIELD
DIVISION OF INSPECTIONS
515 WATCHUNG AVE.
PLAINFIELD, N.J. 07061

MR. I[illegible]

UNITED STATES POSTAL SERVICE

SANTA ANA
CA 926
03 JAN '15
PM 8 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

CITY OF PLAINFIELD
DIVISION OF INSPECTIONS
515 WATCHUNG AVE.
PLAINFIELD, N.J. 07061

MR. Izzo, Insp.

30179899

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

CITY OF PLAINFIELD
515 Watchung Ave.
Plainfield, N.J. 07060
Office of Inspections

DANIELS
NEWARK
31 DEC '14
PM 10 L

12/31/2014

7014 0150 0000 7642 9237

4N
1/2

Mr Dexter Humphrey
229 North 11th Street
Newark, N.J. 07107

NIXIE 076 5E 1009 0001/

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

19

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. Dexter Humphrey
C/o US Bank
50 South 16th St.
Philadelphia, PA 19102

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Dawton ☐ Agent ☐ Address

B. Received by (Printed Name) Tracey Lawton C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandi
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from servic 7014 0150 0000 7642 8964

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. DEXTER Humphrey
1990 SCENIC Ridge dr.
Chino Ridge, CA 91709

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) Lindsey C. Date of Delivery 1-3-15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service l 7014 0150 0000 7642 9220

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. DEXTER Humphrey
229 NORTH 11th ST.
NEWARK, N.J. 07107

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ A ☐ A

B. Received by (Printed Name) C. Date o

D. Is delivery address different from item 1? ☐ Y
If YES, enter delivery address below: ☐ N

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merc
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Ye

2. Article Number (Transfer from 7014 0150 0000 7642 9237

20

PS Form 3811, July 2013 Domestic Return Receipt

New Search | Assessment Postcard

Block:	315	Prop Loc:	137-39 NORTH AVE	Owner:	PLAINFIELD CENTER FOR ISLAMIC ENL.	Square Ft:	1402
Lot:	8	District:	2012 PLAINFIELD	Street:	151 NORTH AVE	Year Built:	1910
Qual:		Class:	4A	City State:	PLAINFIELD, NJ 07060	Style:	

Additional Information

Prior Block:	102	Acct Num:	03158000	Addl Lots:	1402 SQ FT	EPL Code:	0 0 0
Prior Lot:	8	Mtg Acct:		Land Desc:	22.09X100.96IRR	Statute:	
Prior Qual:		Bank Code:	0	Bldg Desc:	1SB	Initial:	000000 Further: 000000
Updated:	10/28/13	Tax Codes:	S01	Class4Cd:	0	Desc:	
Zone:	NAHD	Map Page:	2	Acreage:	0	Taxes:	4276.49 / 0.00

Sale Information

Sale Date:	03/30/10	Book:	5812 Page: 158	Price:	50000	NU#:	26

Srla	Date	Book	Page	Price	NU#	Ratio	Grantee

TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed	Property Class

Joseline Design 908 251-7746 201 491-4891

Elvis Ramos

from Joselyn 908-756-3724 Landlord

21

MEMORANDUM

TO: **Mayor Adrian O. Mapp**
Council President Bridgette Rivers
City Council Members

FROM: **Eric Watson, Director**
Department of Public Works & Urban Development
Phillip Izzo, Director
Division of Inspections

DATE: **March 23, 2015**

RE: **Demolition – 117-125 North Avenue**

On or about January 6, 2015, the City Division of Inspections inspected and declared 117-125 North Avenue an unsafe and imminent hazardous structure. This coming after several phone calls and the local blogs bringing to the attention the eyesore, blight and apparent unsafe condition of 117-125 North Avenue. The Division of Inspection and Tax Division attempted to contact the lien holder and last known owner of the property.

The Public Works department contacted the City Engineers Remington and Vernick to get a structural engineer out to inspect the property to determine its structural integrity. On or about February 2, 2015 Remington and Vernick determined that the building was in imminent danger of collapse. The Public Works department placed barricades to stop pedestrians from walking past the building. The owner finally was reached and said he would take down the building which was his right under the violations issued by the Construction Official. One week later he changed his mind and the City was once again faced with an emergency situation and acted quickly to protect the public from the potentially dangerous situation.

The City of Plainfield secured quotes from six different demolition contractors, only two responded with written proposals within the requested time frame and the lowest proposal was accepted.

In conclusion, the building was noted as an imminent hazard by the Construction Official in January, the City Engineers compiled their report in February and the building was demolished on March 21, 2015.

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
908 753-3375 (B) 908 753-3070 (F)
E-mail: eric.watson@plainfieldnj.gov

ADRIAN O. MAPP
MAYOR

ERIC C. WATSON
DIRECTOR

MEMORANDUM

TO: Mayor Adrian O. Mapp
Council President Bridget B. Rivers
City Council Members

FROM: Eric Watson, Director
Department of Public Works & Urban Development
Phillip Izzo, Director
Division of Inspections

DATE: March 23, 2015

RE: DEMOLITION – 117-125 NORTH AVENUE

On or about January 6, 2015 the City Division of Inspections inspected and declared 117-125 North Avenue an unsafe and imminent hazardous structure, this coming after several phone calls and the local blogs bringing to the attention the eyesore, blight and apparent unsafe condition of this property. The Division of Inspection and the Tax Division attempted to contact the lien holder and last known owner of the property.

The Public Works department contacted the City Engineers Remington and Vernick to get a structural engineer out to inspect the property to determine its structural integrity. On or about February 2, 2015 Remington and Vernick determined that the building was in imminent danger of collapse. The Public Works department placed barricades to stop pedestrians from walking past the building. The owner finally was reached and advised the City that he would take down the building which was his right under the violations issued by the Construction Official. A week later the property owner changed his mind and the City was once again faced with an emergency situation and moved quickly to protect the public from the potentially dangerous situation.

The City of Plainfield secured quotes from six different demolition contractors, only two responded with written proposals within the requested time frame and the lowest proposal was accepted.

In conclusion, the building was noted as an imminent hazard by the Construction Official on January 6, 2015, the City Engineers compiled their report in February and the building was demolished on March 21, 2015.

Should there be any questions, please contact Eric Watson.

EW/kb

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

March, 23, 2015

Accident Report for Emergency Demolition 117-125 North Ave, Plainfield, New Jersey (Imminent Hazard/Condemned Structure) to adjacent structure 131 North Ave, Plainfield, New Jersey (Restaurant/ Business)

Demolition began on Saturday, March 21, 2015 approximately at 8:30am to demolish an 'imminent hazardous structure' located at 117-125 North Ave, Plainfield, NJ 07060. The Subcontractor, B and B Demolition Company started demolishing the front section of the building. During this process of demolition, the common wall of the adjacent structure was so badly deteriorated that it manifested extremely hazardous conditions at the site. In fact, the right front section 'common wall' began to separate, falling on to the front roof of the adjacent vacant structure, 131 North Ave, Plainfield.

Construction was halted. The utilities company, P.S.E & G was notified immediately to access any potentially imminent hazardous situation to determine disconnects of utilities to **all** adjacent businesses. P.SE&G assessed the situation and terminated **all** utilities for the adjacent property, 131 North Ave. PSG&G then provided authorization to the Subcontractor to proceed demolishing the unsafe structure at 117-125 North Ave. PSE&G was present at the site throughout the remaining duration of the demolition of the property.

To ensure safety to adjacent property, the Subcontractor placed tires and ¾ plywood platform on top of the roof (i.e., below the hazardous section of the free standing wall at the structure). The front windows of the adjacent property (131 North Ave) were also secured with plywood to ensure additional protection. Subcontractor was personally present throughout the entire process of the demolition to further ensure public safety at the site.

It should be noted, there were road closures during the demolition period between Park Ave and Second Street. The work area was secured by the Plainfield Police Department. Temporary 6ft fencing barricades were erected around the perimeter of the work area and designated as a hard hat area during the demolition period. The Plainfield Fire department was also present at the site throughout the entire duration period of the demolition. Local Plainfield Building officials were present during the demolition period as well.

The Subcontractor, NOVATECH INC, ENVIRONMENTAL Company was hired and present at the site during the entire course of demolition to monitor air quality and take samples of potential hazardous materials. New Jersey Compliance Offices II Code Enforcement Asbestos Control and Licensing, Mr. Peter Alvarez was also present during the demolition process. Union County EMT Ambulance was present at the site to attend to any potential medical incidents or crisis. There were **no** injuries that occurred during the demolition period of the unsafe structure.

RECEIVED
MAR 23 2014
OFFICE OF DIRECTOR
DPW & UD

The Company, Yates Real Estate Inc. and General Contractor, Andre Yates was present on site throughout the entire time of demolition. Public safety was maintained by GC throughout the demolition period.

The remaining demolition of the unsafe structure was successfully completed by the Subcontractor. After the demolition was completed, the Subcontractor secured the work site area with temporary 6ft fencing barricades that extended across the demolition area, including the damaged adjacent property (131 North Ave). The demolition work was completed at 7:15pm.

Andre Yates
General Contractor

HPO C 2015-192 PROD
15-1802-1

State of New Jersey

MAIL CODE 501-04B
DEPARTMENT OF ENVIRONMENTAL PROTECTION
NATURAL & HISTORIC RESOURCES
HISTORIC PRESERVATION OFFICE
P.O. Box 420
Trenton, NJ 08625-0420
TEL. (609) 984-0176 FAX (609) 984-0578

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

March 20, 2015

Mr. Bill Nierstedt, PP AICP
Director of Planning/Zoning Officer
515 Watchung Avenue, Second Floor
Plainfield, NJ 07060

RE: Union County, Plainfield City
117-125 North Avenue
Plainfield, NJ
Demolition
North Avenue Historic District
New Jersey Register of Historic Places Act
Application for Emergency Project Authorization

Dear Mr. Nierstedt:

Thank you for applying for emergency authorization pursuant to the New Jersey Register of Historic Places Act. The following comments are based upon the information you submitted to our office via E-mail on March 19 and 20, 2015. 117-125 North Avenue is a contributing building to the North Avenue Historic District which was listed on the New Jersey and National Registers of Historic Places in 1984. Based on the photographs and Remington, Vernick and Arango Engineer's February 2, 2015 structural report provided to the Historic Preservation Office (HPO) on March 20, 2015, the building was damaged by fire December 2011. The rear portion of the roof and the rear walls were lost in the fire and the building has been vacant and open to the elements ever since. The owner is absent and the City has decided to take action because bricks from the building have been falling onto neighboring properties. Because of the falling bricks, 117-125 North Avenue constitutes "an immediate, direct, demonstrable and severe hazard to the safety of the public" and the proposed demolition is being addressed as an emergency situation, pursuant to N.J.A.C 7:4-7.3. The demolition of 117-125 North Avenue is not in conformance with the Secretary of Interior's Standards for Rehabilitation and therefore, pursuant to N.J.A.C. 7:4-7.4, **will constitute an encroachment** on this historic property and the surrounding North Avenue Historic District. Due to the emergency situation, the HPO authorizes the encroachment with the following conditions:

- Demolition of 117-125 North Avenue shall be done by in a manner sensitive to the surrounding buildings having no physical impact on them. The HPO recommends that the demolition be done by hand and not with a crane and ball, implosion, or any other method which could impact the adjacent and attached buildings. The HPO understands

26

that the one story building attached to 117-125 North Avenue is located in the North Avenue Historic District but is not a contributing building to the historic district. The HPO recommends that the attached building receive proper structural support after demolition of 117-125 North Avenue since once 117-125 North Avenue is removed, so is part of the attached building's load bearing wall.

- Plainfield Historic Preservation Commission (HPC) shall have the opportunity to review and approve any proposed new design on the lot.

The HPO recommends that the City work with the Plainfield HPC through this process. The HPC may also have review authority over this undertaking and may have other recommendations that the HPO has not made.

If you have any questions regarding this letter, please contact Meghan MacWilliams Baratta, of my staff, at 609-292-1253 or Meghan.baratta@dep.nj.gov. If additional consultation with the HPO is needed for this undertaking, please reference the HPO project number 15-1802 in any future calls, emails, or written correspondence. Thank you for your cooperation with this review.

Sincerely,

Daniel D. Saunders
Administrator

C: Plainfield Historic Preservation Commission

27

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
908 753-3375 (B) 908 753-3070 (F)
E-mail: eric.watson@plainfieldnj.gov

ADRIAN O. MAPP
MAYOR

ERIC C. WATSON
DIRECTOR

March 20, 2015

Mr. Andre Yates
Yates Real Estate, Inc.
PO Box 1121
South Plainfield, NJ 07080

RE: Emergency Demolition of 117-25 North Avenue, Plainfield, New Jersey

Dear Mr. Yates:

Please be advised that the building located at 117-25 North Avenue, Plainfield, New Jersey, has been declared an unsafe structure as well as an imminent hazard to the public. The City of Plainfield is, therefore, authorizing Yates Real Estate, Inc., to proceed with emergency demolition of subject property.

Emergency demolition on the property will begin on Saturday, March 21, 2015.

If you have any question regarding this letter, please feel free to contact Mr. Eric C. Watson at (908) 753-3375.

Sincerely,

Eric C. Watson, Director
Department of Public Works and
Urban Development

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

March 17, 2015

Public Works

Re: Demolishing 117-125 North Ave, Plainfield

Additional Indemnification Insurance Request

To Eric Watson,

Due to the request that I received Monday, March 16, 2015 for additional insurance coverage indemnifying the City of Plainfield for potential loss resulting from the demolition of the property, therefore, the start of this project has to be delayed beyond March 17, 2015. My insurance carrier is in the process of issuing the additional coverage which will be forthcoming from the underwriter ASAP, per the city request.

Please be advised that I have already completed the market outs for the property. I have also spoken with the PSE&G Demolition Division, John Raines at ext. 6898 and requested that an emergency disconnect of utilities due to the fact that the property is a public hazard. However, PSE&G are insisting in following their normal procedures as it pertains to disconnects/demolition, as opposed to operating on an emergency basis. I have also contacted Phillip Izzo, Director of Inspections who is assisting me with expediting this process in the completion of all disconnects of utilities at the property.

Once all disconnects are completed, demolition will begin immediately. In the interim, we will execute all necessary staging. I have estimated this process will be complete in the next couple of days.

Sincerely,

Andre Yates
President

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

March 16, 2015

Bid Submission for demolition of property, 117-125 North Ave, Plainfield, New Jersey

The contractor, Yates Real Estate Inc. proposes to provide all necessary equipment and labor to demolish structure, 117-125 North Ave, Plainfield, New Jersey. Upon completion of demolition, contractor will restore the lot to acceptable conditions. This will consist of backfilling, seeding soil, erecting fencing where needed.

The price for this demolition is $214,500.00.

This price reflects a visual inspection of the exterior and perimeter of the property. However, due to existing hazardous conditions of the building and not being able to gain access to the interior, an in depth analysis was not performed. Therefore, the possibilities exist that the contractor may encounter unforeseen structure and/or material hazards that need to be remediated at additional costs.

The contractor will give the City of Plainfield a percentage discount, if payment is received within 30 days from completion of work.

The contractor will take responsibility for all utilities disconnects at the property

The contractor will take responsibility for all market out before any digging to take place at the site.

The contractor will remove all debris.

The contractor will bring property lot back to grade.

The Sub-contractor that will be executing the demolition is B&B Disposal/Demolition, 470 Hillside Ave, New Jersey 07205 (973) 465-4430 (Phone) and (973) 508-6329 (Fax)

Andre Yates
General Contractor

RECEIVED
MAR 16 2014
OFFICE OF DIRECTOR
DPW & UD

All Action Demolition

207 Columbus Drive
Franklin Park NJ 08823
Phone: 908-477-8246
Fax: 908-769-9483
Email: RUFUSDEMO@AOL.COM

Invoice

CUSTOMER INFORMATION	Date: 03/04/15
Company Name: City of Plainfield NJ (Attn: Eric Watson) **Address:** 515 Watchung Ave **City:** Plainfield **State:** NJ **Zip Code:** 07060 **Phone:** 908-337-0651 **Fax:**	**REP:** Rufus Thomas
Description/Explanation	**TOTAL COST**
Property located at 117-128 North Ave Plainfield NJ 07060 Job Description Building Demo 1. COMPLETE DEMO OF THREE STORIES BUILDING ** EMERGENCY DEMO** ** ALL LABOR, MATERIAL, TOOLS, CONTAINERS, AND CLEAN-UP ARE INCLUDED IN THE TOTAL PRICE AS SEEN ON THE INVOICE. Receive and Signed by: _____ (Client Signature or Representative) Rufus Clean-Ups and Demolition: _____ (Mr. Rufus Thomas, President & Owner)	$220,000.00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2015

PRODUCER
AAAA 4A's Insurance Agency Corp.
85 MAIN ST.
South Bound Brook NJ, 08880
732 469-8008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
YATES REAL ESTATE INC
26 SUNRISE DR.
EDISON, NJ 08817
908 482-3553-phone

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: KINSALE INSURANCE CO.	
INSURER B: NJ WORKERS COMPENSATION PLAN	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	BINDER	03/19/15	03/19/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BINDER	03/20/15	03/20/16	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CITY OF PLAINFIELD IS RECOGNIZED AS AN ADDITIONAL INSURED:

CERTIFICATE HOLDER

CITY OF PLAINFIELD
515 WATCHUNG AVE.
PLAINFIELD, NJ 07060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

NOTICE OF IMMINENT HAZARD

Application Date:
Control Number: 0
Permit Number: 0
Date Permit Issued:
Notice Date: 1/6/2015
Violation Number: 20150006/0

City of Plainfield
515 Watchung Avenue
Plainfield, NJ 07060
908-2262666

IDENTIFICATION

Work Site Location: 117-125 NORTH AVENUE
Block: 315 Lot: 2.01 Qual:

Owner In Fee: DEXTER HUMPHREY
Address: 229 N 11TH ST
NEWARK NJ 07107
Telephone: 973 484-6457

Agent/Contractor: DEXTER HUMPHREY
Address: 229 N 11TH ST
NEWARK NJ 07107
Telephone: 973 484-6457

To: [X] Owner: [ ] Other:
[ ] Agent/Contractor

Date Of Inspection: 1/6/2015 Date Of This Notice: 1/6/2015

ACTION

Take ***NOTICE*** that as a result of the inspections conducted by this agency on 1/6/2015 of the above property, an imminent hazard has been found to exist pursuant to N.J.S.A. 52:27D-132 and N.J.A.C. 5:23-2:32. The building or structure, or portion thereof, deemed an imminent hazard is described as follows:

BADLEY BURNED IMMINENT HAZARD

As such, you are hereby ***ORDERED*** to immediately and forthwith vacate the above structure or portion thereof.

Further, you are ***ORDERED*** to:

[ ] Immediately correct the above noticed imminent hazards so as to render the structure temporarily safe and secure.

[X] Demolish the above structure by 1/13/2015

Failure to immediately comply with this ***ORDER*** may result in the necessary correction being made by the Construction Official at the expense of the property owner pursuant to N.J.A.C. 5:23-2.32(b)5.

Failure to render the structure temporarily safe and secure and/or demolish the structure in accordance with this ***ORDER*** will result in this matter being forwarded to legal counsel for prosecution, and assessment of penalties up to $2,000.00 per week per violation. You must immediately declare to the Construction Official, your acceptance or rejection of the terms of this ***ORDER***.

If you wish to contest this Order, you must apply for a stay to a court of competent jurisdiction within 24 hours.

If you have any questions concerning this matter, please call: 908-2262666

By Order of: Joseph F. Minarovich
Joseph F. MINAROVICH CONSTRUCTION OFFICIAL

Date: 1-6-15

by Certified Mail # : 7014 0150 0000 7643 1544

F242 (rev 1/2004)

REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogl, PE, PP, CME
Dennis K. Yoder, PE, PP, CME, LEED
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czeisnski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

Remington, Vernick & Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

Remington, Vernick & Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick & Arango Engineers
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

February 2, 2015

Eric Watson, Director of Public Works & Economic Development
City of Plainfield
515 Watchung Avenue
Plainfield, NJ 07061

Re: City of Plainfield
Structural Inspection
Fire Damaged Building at 117-125 North Avenue
RVA File No.: 2012-G-011

Dear Mr. Watson:

A structural inspection was completed on January 13, 2015 for the building located at 117-125 North Avenue by Kenneth Ressler, P.E. from our office. The purpose of the inspection was to evaluate the current structural integrity of the existing building which had been severely damaged by a fire in December 2011. In addition, our evaluation includes the review of a "Structural Condition Survey and Report" on this structure completed by C2EM Urban, LLC Consulting Engineers dated January 2, 2012.

Based on our inspection and review of existing information of the building, we have the following observations and evaluation of the structure.

1. The building inspection consisted of a visual inspection of the exterior of the structure only. The interior of the structure could not be safely inspected due to the deteriorated structural condition.

2. The existing building is a three story brick structure that covers an area of approximately 3500 SF. The structure was severely damaged by a fire in December 2011. There was extensive damage to the roof and interior structural framing of the building.

3. A structural inspection report prepared for the property owner by C2EM Urban Consulting Engineers was completed in January 2012 that stated, "there is no imminent danger of collapse of the structure as a whole." The report recommended selective demolition of damaged areas and reconstruction to stabilize and protect the structure.

4. The recommendations of the previously noted report were not completed and there is no evidence that any measures were taken in order to stabilize the structure. Therefore, the structure has continued to deteriorate over the past three years, due to exposure to water infiltration during storm events.

5. Due to the fact that the building has not been stabilized by reconstructing the interior structural framing supports, the building is susceptible to additional damage or collapse due to high wind conditions or snow storm events.

6. The following current conditions were observed during the inspection:

    a. Approximately 70% of the roof structure has collapsed into the building. (refer to photos 1, 2, 3, 5 & 6)
    b. Approximately 50% of the floor structures have collapsed into the building. (refer to photos 3, 5 & 6)
    c. The rear half of the North wall, half of the West (rear) wall, and the chimney have collapsed into the building. (refer to photos 5, 6, 7 & 8)
    d. The interior of the building is not safe for any access, therefore the building should be properly secured for public safety. The front of the building is boarded up, but access to the rear was not possible, so security at the rear could not be verified.

7. In photos from January 2012 the North wall of the building was standing with only damage to the top of the wall. The rear wall and chimney were also still standing. Presently, as noted above, over 50% of the North and West walls and the rear chimney have collapsed. This is a severe and significant deterioration and failure of the structure. (refer to photo 4)

8. Overall, there has been significant deterioration and collapse of the exterior building walls and the main structural supports that impact the structural integrity of the building.

In summary, the building structure at 117-125 North Avenue has had significant deterioration over the past three (3) years since the fire damage. This deterioration has caused collapse and failure of the exterior building walls and structural support framing of the building. It is our opinion that the structure is beyond repair and is in imminent danger of further failure and potential collapse. Therefore, it is our recommendation that the entire structure be completely demolished in order to protect the public health and safety of the surrounding area.

Should you have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS

K. Wendell Bibbs, P.E., C.M.E.
Senior Associate & Regional Manager

cc: Cynthia Smith, Engineering
Kenneth Ressler, RVE
Douglas Johnson, RVA

R:\Plainfield\2012-G-011 '14 General Engineering Services (Jan - Dec)\North Avenue Building Inspection\Plainfield Structural Inspection 117-125 North Ave 012915.doc

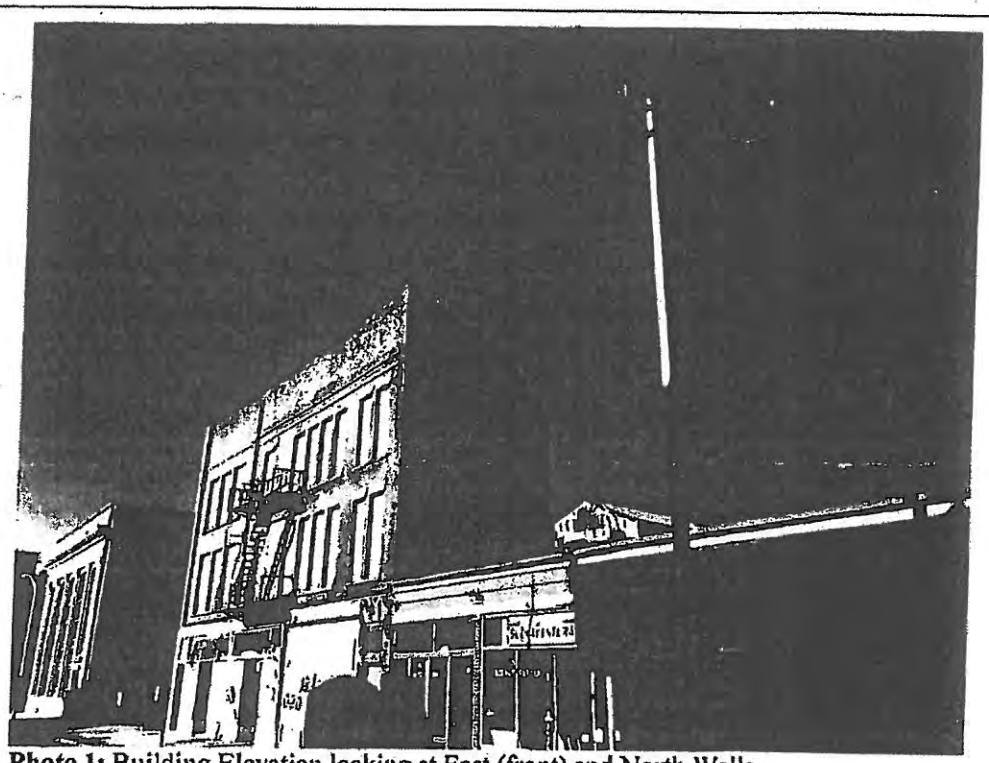


Photo 1: Building Elevation looking at East (front) and North Walls

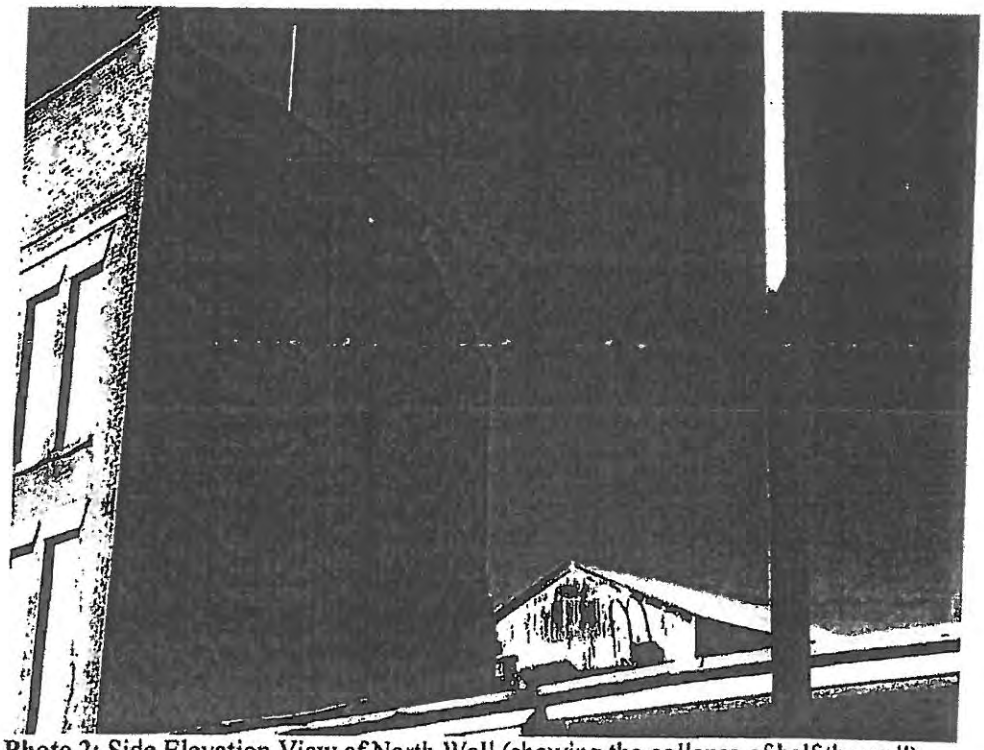


Photo 2: Side Elevation View of North Wall (showing the collapse of half the wall)

36

Photo 3: Rear Elevation View of North Wall (showing the collapse of half the wall)

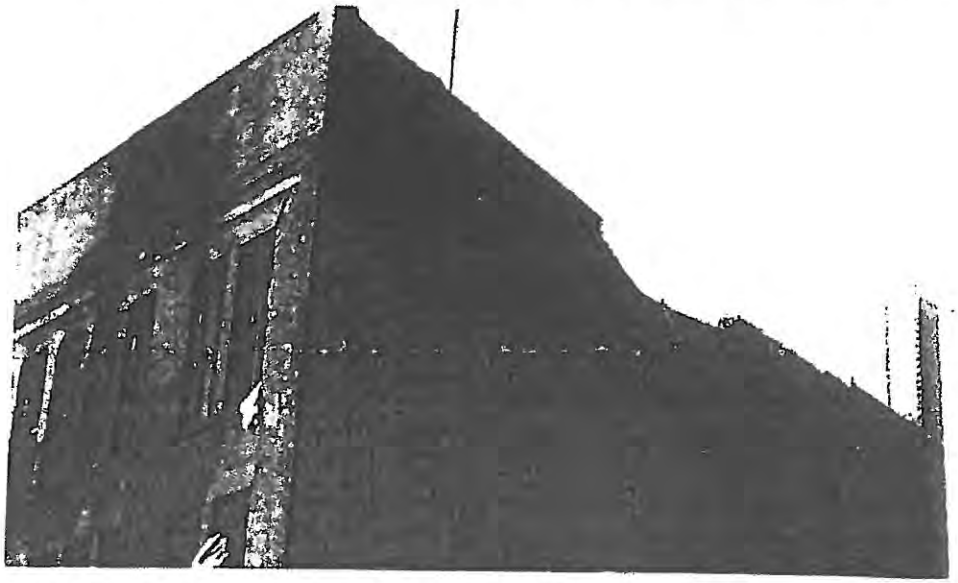


Photo 4: This is a photo taken from the C2HEM Urban Consulting Engineers report of January 2012, showing the North Wall condition in December 2011 after the fire damage. Compare this photo to the previous photos 1, 2 and 3 above to see the collapse of the North and Rear Walls over the previous three years.

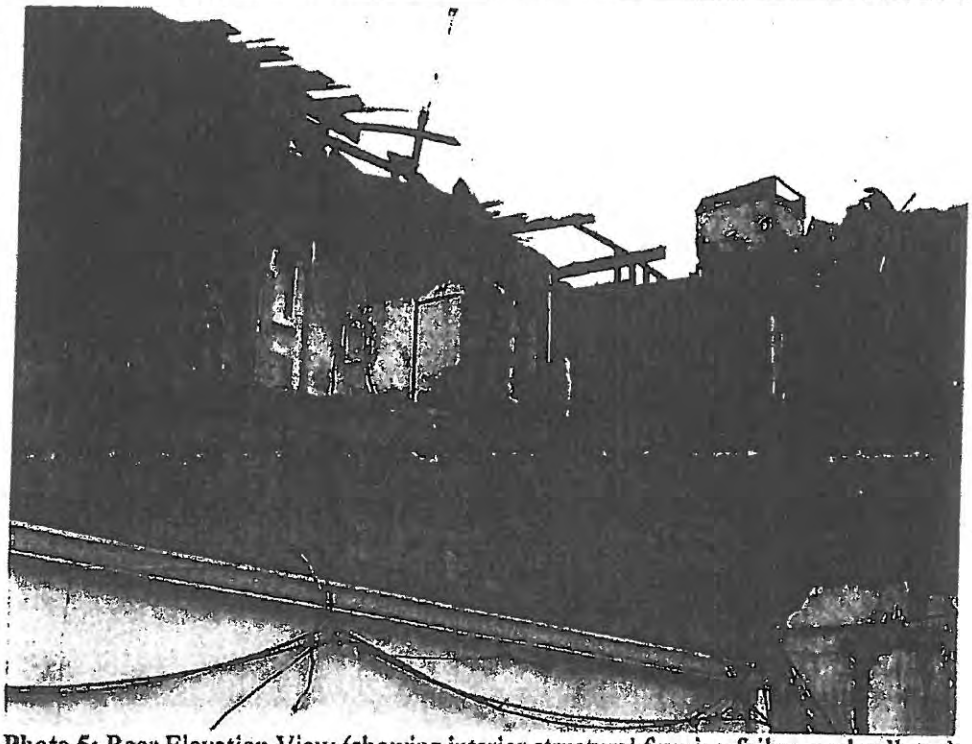


Photo 5: Rear Elevation View (showing interior structural framing failure and collapse)

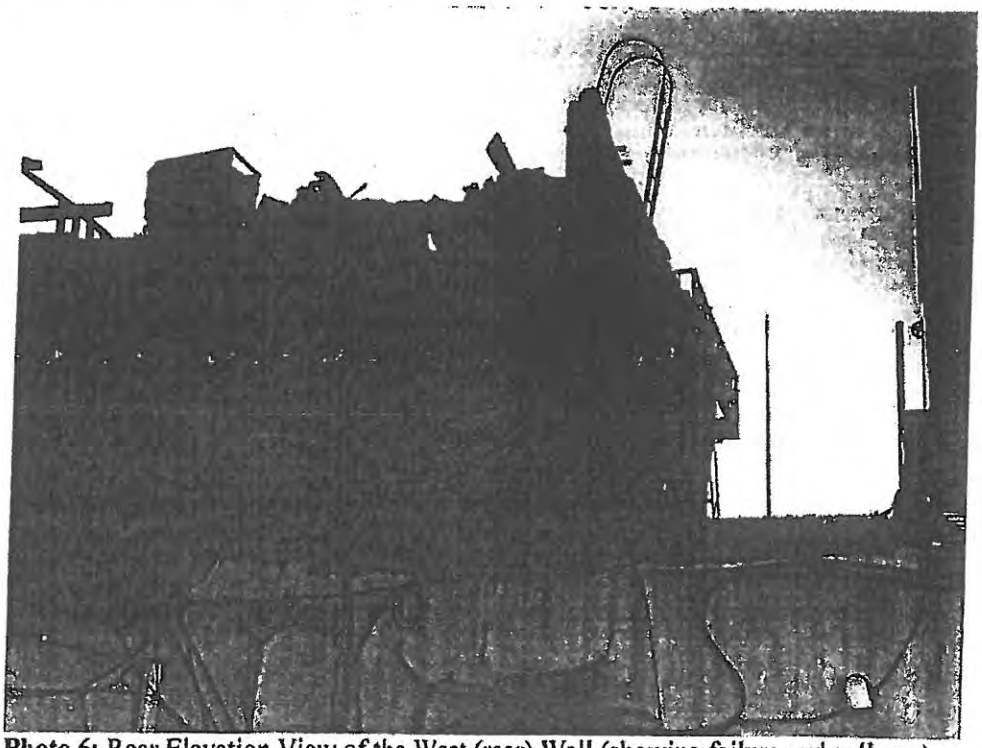


Photo 6: Rear Elevation View of the West (rear) Wall (showing failure and collapse)

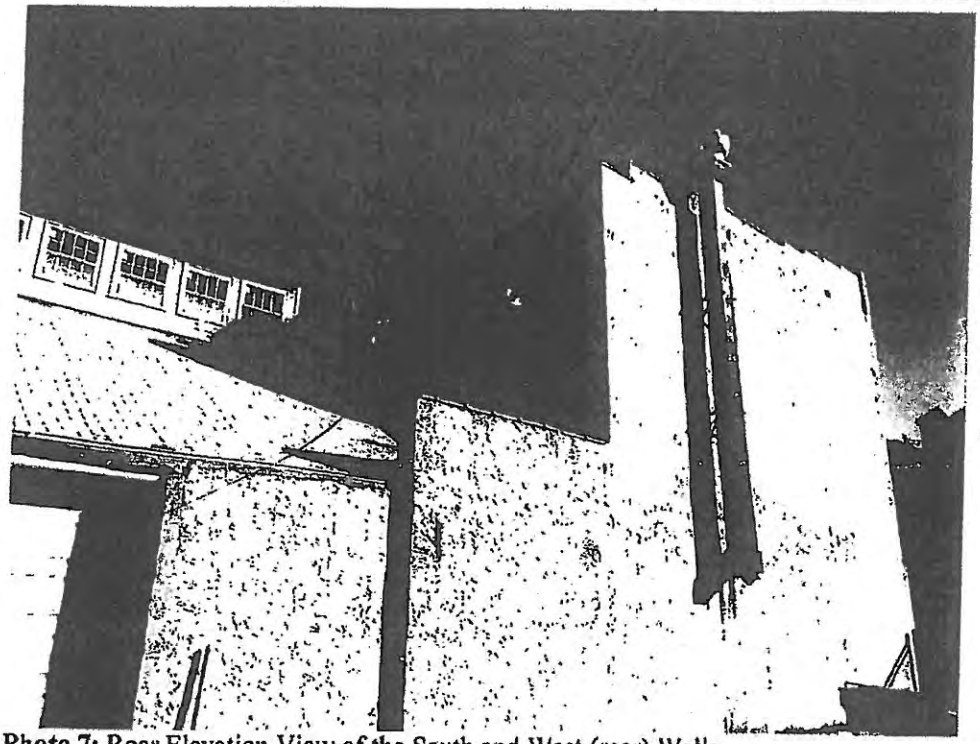


Photo 7: Rear Elevation View of the South and West (rear) Walls

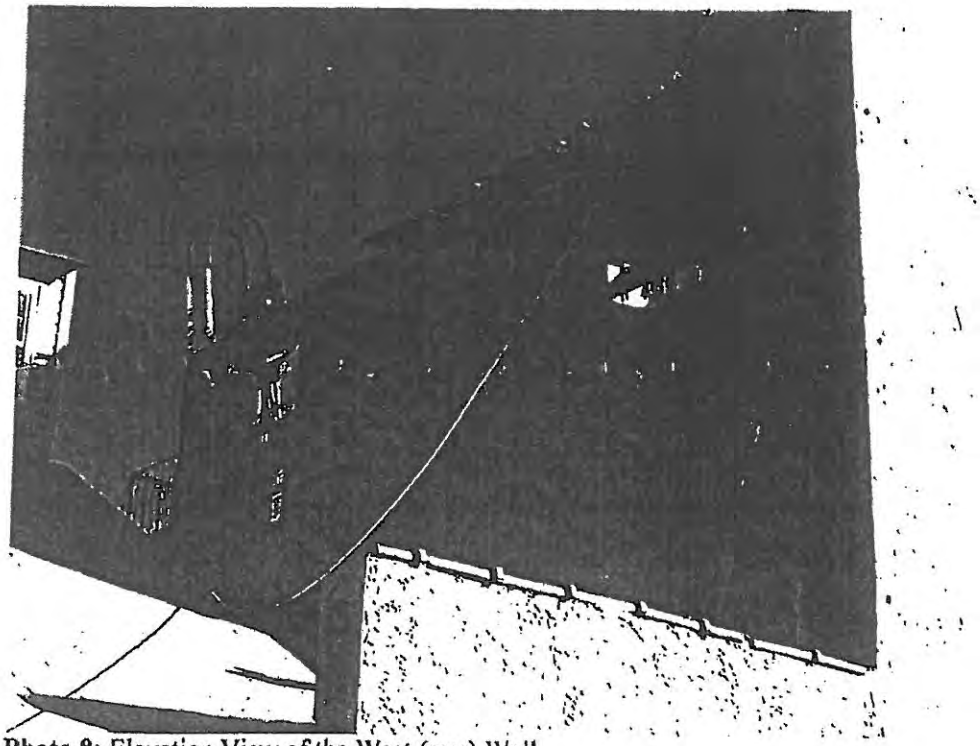


Photo 8: Elevation View of the West (rear) Wall

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
908 753-3375 (B) 908 753-3070 (F)
E-mail: eric.watson@plainfieldnj.gov

ADRIAN O. MAPP
MAYOR

ERIC C. WATSON
DIRECTOR

Inter–Office Memorandum

TO: R. Allen Smiley, City Administrator
Vernita Sias-Hill, Corporation Counsel

FROM: Eric C. Watson, Director, DPW & UD

DATE: March 24, 2015

SUBJECT: **Request for Proposals for Emergency Demolition – 117-125 North Avenue**

On or about March 4, 2015, I received a phone call from All Action Demolition about 117-25 North Avenue, Plainfield, New Jersey regarding a demolition job. I told them to submit a written estimate to the City of Plainfield, Department of Public Works and Urban Development. **All Action Demolition did provide the City of Plainfield with a written estimate**.

On or about March 6, 2015, I received a call from Oveter's Construction about the demolition job at 117-25 North Avenue, Plainfield, New Jersey. I told them to submit a written proposal to the City of Plainfield, Department of Public Works and Urban Development. **Oveter's Construction did not provide the City of Plainfield with a proposal.**

On or about March 12, 2015 at about 5:30 PM, Fiore Demolition called regarding 117-25 North Avenue, Plainfield, New Jersey. I told him that he would need to submit a written proposal to the City of Plainfield, Department of Public Works of and Urban Development. **However, no proposal was received from Fiore Demolition.**

On or about March 13, 2015, I received a phone call from Yates Real Estate, Inc., LLC, about the demolition job at 117-25 North Avenue, Plainfield, New Jersey. Yates Real Estate, Inc., LLC was told to submit a written proposal to the City of Plainfield, Department of Public Works and Urban Development. **A written proposal from Yates Real Estate, Inc., LLC was received on or about March 16, 2015.**

The City of Plainfield, Department of Public Works and Urban Development, **only received two (2) written proposals** referencing the demolition of 117-125 North Avenue.

Please feel free to contact me if further assistance is need.

Sincerely,

Eric C. Watson
Director, DPW & UD

EW
C: Phil Izzo, Director, Division of Inspections

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT

DIVISION OF INSPECTIONS
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
Phone (908) 753-3386 • Fax (908) 226-2580

March 24, 2015

TO: Eric Watson
Director of Public Works &
Urban Development/Engineering

FROM: Phil Izzo
Director of Inspections

RE: 117-125 North Avenue

Eric;
Although the circumstances surrounding the events of the demolition project at 117 North Ave. were unfortunate to say the least I firmly believe we are in a position to best serve the public and business community of that area by completing the demolition as quickly as possible. The site at this time is relatively safeguarded however the potential for a public hazard caused By the remaining debris is too great. We must also consider the fact that until the Beunaventura Restaurant is totally cleaned out an accurate assessment of the structural damage cannot be done.
In conclusion, I feel we should make every effort to complete the cleanup work.

Regards,

Phil Izzo
Director of Inspections

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT

DIVISION OF INSPECTIONS
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
Phone (908) 753-3386 • Fax (908) 226-2580

March 24, 2015

TO: Eric Watson
Director of Public Works &
Urban Development/Engineering

FROM: Phil Izzo
Director of Inspections

RE: Requests For Proposals
117-125 North Ave.

Eric;
To the best of my knowledge the timeline for all requests for proposals as well as contact with prospective contractors for the demolition project at 117 North Ave. are as follows; on or about the first week of March 2015 I cold called from the yellow pages several demolition contractors listed in the Plainfield area phone book. Contractors that returned calls were Joe Colucci and Robert Stilo (I also met with Mr. Stilo on site). In addition I spoke on the phone with the owner of Oveter's Construction and met with Ted Fiore of T. Fiore Demolition on site.
In all instances I made it clear to the contractors that the demolition needed to be done immediately and that proposals had to be promptly returned for consideration. I also informed them that a great deal of "hand work" would be required due to the complexity of the project- to which that was well understood. By March 19, 2015 only two written proposals were submitted to Eric Watson-Yates Realty and All Action Demolition.
Regards,

Phil Izzo
Director of Inspections

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PLAINFIELD AND YATES REAL ESTATE, INC. FOR EMERGENCY DEMOLITION SERVICES FOR AN AMOUNT NOT TO EXCEED $214,500.00

THIS AGREEMENT is made as of this 17th day of March, 2015, by and between the **CITY OF PLAINFIELD,** 515 Watchung Avenue, Plainfield, New Jersey 07060, (hereinafter referred to as **"CITY"**), and **YATES REAL ESTATE, INC.**, P.O. Box 1121, South Plainfield, New Jersey 07080 (hereinafter referred to as **"CONRACTOR"**).

WHEREAS, the City desires to contract with Contractor, for the emergency demolition of a fire damaged building located at 117-125 North Avenue, Plainfield, New Jersey 07060, Block 315, Lot 2.01;

WHEREAS, the Contractor, is willing to provide demolition services to the City in accordance with the terms of this agreement;

NOW THEREFORE, WITNESSETH THIS AGREEMENT: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

I. SCOPE OF SERVICES

The Contractor shall provide demolition services to the City in connection with the fire damaged building located at 117-125 North Avenue, Plainfield, New Jersey 07060, Block 315, Lot 2.01 as specifically set forth in a certain proposal dated March 16, 2015. The work shall include the demolition, removal and disposal of said structure on the property and restoration of the site to a natural state as set forth in the Contractor's bid submission dated March 16, 2015, of which is also incorporated by reference and made a part of the Agreement. The services will include, but are not limited to:

- Demolish and removal of the structure located at 117-125 North Avenue, Plainfield, New Jersey 07060, Block 315, Lot 2.01
- Utilities –
  - Coordinate with utility companies for shut off of services and secure letters from each stating that the utility has been disconnected, including:
    - Electric
    - Water
    - Gas
    - Sewer
  - Cap or seal services per utility company requirements
- Landscaping –

- Backfill all excavation to grade
- Existing trees and shrubbery to remain where not impacted by demolition activities
- Top soil and seed

- Permits
  - Secure all permits required for completion of the work

II. CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR shall:

1. Provide services to the City, as noted and set forth in this Agreement, with the usual thoroughness and competence of the licensed contractor. These services shall be performed as expeditiously as is consistent with demolition. The emergency demolition of the structure will be performed by the sub-contractor, B&B Disposal/Demolition, 470 Hillside Avenue, Hillside, New Jersey 07205. Nothing contained in this Agreement shall create a contractual relationship between the sub-contractor and the City. Payment of all services rendered by the sub-contractor shall be the sole responsibility of the Contractor. On request, the Contractor shall furnish the City with copies of all Agreements between the Contractor and its sub-contractors.

III. CITY'S RESPONSIBILITIES

The City agrees to:

1. Make such records and information available to CONTRACTOR as may be required to assist CONTRACTOR in the performance of its duties.

IV. COMPENSATION TO CONTRACTOR

1. For the services rendered by CONTRACTOR under this Agreement, the City shall pay an amount not to exceed Two Hundred Fourteen Thousand Five Hundred Dollars ($214,500.00).
2. ***Payments and Invoicing***. Payment shall be issued on a progressive basis as work is completed. All payments will be made for work that is accepted by the City in accordance with the "New Jersey Prompt Payment Act" N.J.S.A. 2A:30A-1 et seq.

   It is agreed and understood that with respect to the above paragraph 2, that the CONTRACTOR shall submit any necessary change orders in writing and upon approval by the City, the City of Plainfield will make all additional payments necessary to the encounter of unforeseen structural and/or material hazards that deem to be remediated.
3. In no event shall payments to CONTRACTOR for services rendered under this Agreement exceed $214,500.00, unless authorized by the governing body.

V. PERIOD OF SERVICE

This Agreement shall commence on the date first noted above and shall terminate upon the completion of the demolition and site clearance of the building located at 117-125 North Avenue, Plainfield, New Jersey 07060, Block 315, Lot 2.01, of which said demolition project shall be completed on or before April 2, 2015.

VI. GENERAL PROVISIONS

CONTRACTOR confirms that it has not employed or retained any company or person, for any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making the Agreement.

1. ***Governing Law.***

This Agreement shall be governed by the laws of the State of New Jersey.

2. ***Insurance Requirements.***

The Contractor shall secure and maintain in force, for the term of the contract, insurance coverage's provided herein, naming the City of Plainfield as an additional insured. The Contractor shall provide the City with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after 30 calendar day's written notice to the City of Plainfield:

a). *Comprehensive General Liability* - Comprehensive general liability insurance for the benefit of the Contractor and any subcontractors is to be written as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability insurance, an endorsement for completed operations insurance, and an endorsement eliminating the explosion, collapse and underground (XCU) exclusion. Limits of liability shall not be less than $1,000,000 per occurrence for bodily injury liability and $1,000,000 per occurrence for property damage liability.

b). *Comprehensive Automobile Liability* - Comprehensive automobile liability insurance covering owned, non-owned, and hired vehicles must be carried by the Contractor and its sub-contractors. The limits of liability shall not be less than $1,000,000 per occurrence for bodily injury liability and $500,000 per occurrence for property damage liability.

c). *Workers' Compensation* - Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction is required to protect the employees of the Contractor or any subcontractors who will be engaged in the

performance of this contract. This insurance shall include employers' liability protection with a limit of liability not less than $250,000.

3. ***Indemnification and Hold Harmless.***

The Contractor agrees to indemnify, defend and hold harmless the City of Plainfield and its officers, representatives, employees, agents from any and all liability, claims, actions, demands, losses, judgments, expenses, costs of suit (including reasonable attorney's fees) to which the City may be subjected by reason of injury to the person or property of others to the extent resulting from the negligent performance of any project, or through the negligence of the Contractor, or his agents, subcontractors, representatives, employees, guests, assignees or successors; or through any improper or defective machinery, implements or appliances used by the Contractor in the project, or through any act or omission on the part of the Contractor, its agents, representatives, employees, guests, licenses, invitees, assignees or successors, or for any cause or reason whatsoever arising out of the negligent performance of this Contract.

Any monies due to the Contractor under the Contract as shall be considered necessary by the City may be retained by the City and held until such actions, claims or amounts have been settled and suitable evidence to that effect furnished to the City. It is understood and agreed, however, that the City hereby assumes no obligation toward such claimants, nor in any way undertakes to pay such claims out of any funds due or that may become due the Contractor, or out of its own funds.

4. ***Termination for Convenience of the City.***

The performance of work under this Agreement may be terminated by the City in accordance with this Article in whole, or from time to time in part, wherever the City shall determine that such termination is in the best interest. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance and work under the Agreement is terminated and the date upon which such termination become effective.

The Contractor shall be entitled to a proportion of the fee which the services actually and satisfactorily performed by it shall bear to the total services contemplated under this Agreement less payments previously made, together with appropriate reimbursable costs to be negotiated between the Contractor and the City.

In addition, the City may negotiate with the Contractor to establish an amount of compensation for the Contractor's costs incurred in the close-out of the Agreement.

5. ***Termination for Cause.***

If the Contractor persistently disregards laws, ordinances, rules, regulations or order of any public body having jurisdiction, or otherwise has substantially breached the Agreement, and fails within seven (7) days after receipt of written notice to commence and continue correction of

such default, neglect or violation with diligence and promptness, the City may, without prejudice to any other remedy the City may have, terminate the Contract and may finish the services by whatever methods the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Project is finished. No action by the City under this provision shall operate to waive or release any claims that the City may have against the Contractor under the Agreement.

6. ***Suspension.***

The City may, in its sole discretion, suspend the work. Compensation for a suspension shall be allowed only as provided in this Article.

If the City determines that the work of this Agreement has bene suspended for a period cumulatively totaling less than 90 calendar days then there shall be no Agreement Modification adjustment the Contractor's compensation.

If the City determines that the Work of this Agreement has been suspended for a period of cumulatively totaling 90 calendar days, and if the City determines that the suspension has resulted from no fault of the Contractor, then an Agreement Modification covering the remaining work to be done shall be executed.

An Agreement modification shall be executed between the City and the Contractor providing an adjustment to the Contractor's compensation which the City and the Contractor deem proper after reviewing submission by the Contractor relating to increased costs which the Contractor has actually incurred as a direct result of the suspension.

None of the above provisions shall negate any other terms of this Agreement.

When such a suspension is determined by the City to be the fault of the Contractor, the City may, at its option, suspend all payments to the Contractor. Payment may be reinstated by the City upon completion of the Work in accordance with the other provisions of the Agreement.

There shall be no upward adjustment in direct or indirect costs or in any other costs. Alternately, the City may terminate the Agreement consistent with Article 5 and 6 or carry out the Work as provided for in Article 7.

7. ***City's Right to Carry Out the Work.***

If the Contractor fails to perform any obligation imposed under the Agreement, and fails within seven (7) days after receipt of written notice to commence and continue correction of such failure with diligence and promptness, the City may, without prejudice to any other remedy the City may have to take steps to remedy such failure. In such case an appropriate written notice shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such failure including compensation for other Consultant or Contractor additional services made necessary by such failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City. Any action by the City under this provision shall be without prejudice to the City's rights under this

Agreement and shall not operate to release the Contractor from any of its obligations under the Agreement.

8. ***Payment Withheld.***

Deductions may be made from the CONTRACTOR's fees if service provided to the City is not in compliance with the requirements of this Agreement.

9. ***Proof of Business Registration.***

The Contractor and subcontractors shall provide the City with proof of business registration. Proof of registration shall be a copy of the Contractors and Subcontractors Business Registration Certificate (BRC).

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this Agreement:

1). The contractor shall provide written notice to its subcontractors and supplies proof of business registration to the contractor.

2). Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

3). During the term of this Agreement, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxations, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et sq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

10. ***Modification.***

No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.

11. ***Notices***

Any and all notices and other correspondence required or permitted to be given in connection with, or pursuant to this Agreement, shall be in writing and either delivered personally to the parties or sent by United States certified mail, return receipt requested, with full postage prepaid and addressed to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner. Any notice or other correspondence sent in the hereinabove provided shall be deemed effectively given and received upon mailing. All notices to the City

shall be addressed to the Municipal Clerk, with a copy to the City's Corporation Counsel, at 515 Watchung Avenue, Plainfield, New Jersey 07060.

12. ***Limitation***

Notwithstanding any other clause to the contrary, in no event shall fees (including out of pocket expenses) exceed the sum of Two Hundred Fourteen Thousand Five Hundred Dollars ($214,500.00), except by authorizing resolution of the governing body, or the amount available in an application escrow account.

13. ***Independent Contractor Status and Non-Applicability of Employee Benefits***

The parties hereto acknowledge and agree that the compensation payable by the City to CONTRACTOR hereunder is in the nature of contractor fees payable to an independent Contractor, and not in the nature of wages payable to an employee, and shall not be subject to withholding by the City for any federal or state income, social security, unemployment or disability taxes or any other deductions required by law to be withheld from the wages of an employee. Neither CONTRACTOR nor anyone employed by CONTRACTOR shall be deemed the agent, representative, employee, or servant of the City or shall be considered a public official in the performance of services. Accordingly, the parties hereto mutually agree that the City shall not be liable for (and in any event CONTRACTOR hereby expressly waives any entitlement to claim or receive the same knowingly and to the fullest extent permitted under applicable law) any benefits or coverage under a) any group life or disability income continuation insurance plan, program or policy, (b) any medical, dental or other health insurance or expense reimbursement plan or program, (c) any workers compensation coverage, or (d) any deferred compensation or retirement plan, program or agreement, "qualified" or "unqualified" (within the meaning of the Internal Revenue Code of 1986, as amended, or the Employee Retirement Income Security Act of 1974, as amended, or the regulations promulgated under either thereof), provided, adopted, maintained or participated in by the City for the benefit of its employees (including, without limitation, the New Jersey Public Employees Retirement System).

14. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

15. ***Conflicting Provisions***

In the event of an inconsistency between this Agreement and other documents, the terms of this Agreement shall prevail.

16. ***Severability***

If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

17. ***Entire Agreement***

This Agreement represents the entire agreement between the City and CONTRACTOR relating to the subject matter hereof, and no representations or agreements made by either party or by any representatives of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.

18. ***Authorization***

The person(s) signing this contract are authorized to execute this Agreement.

IN WITNESS WHEREOF, the City and CONTRACTOR have caused this Agreement to be executed in their respective names and behalf as of the day and year herein written by their authorized signatures and with their seals affixed hereto.

WITNESS:

By: _____ 3/25/15
Name: Abubakar Jalloh Date
City Clerk

Approved as to Form

Vernita E. Sias-Hill 3/23/15
Vernita E. Sias-Hill Date
Corporation Counsel

CITY OF PLAINFIELD

By: Adrian O. Mapp 3/25/2015
Name: Adrian O. Mapp Date
Mayor, City of Plainfield

Approved as to contents and contract

3/19/15
Eric Watson Date
Director, Dept. of Public Works &
Urban Development

WITNESS:

By: _____ 3/19/15
Name: Date
Secretary of Corporation

YATES REAL ESTATE INC.

By: _____ 3/19/15
Name: Andre Yates Date
Title: General Contractor

(Seal of Corporation)

STATE OF NEW JERSEY)
) ss:
COUNTY OF Union)

On this 18th day of March, 2015, before me personally came Cindy Yates. to me known, who affirmed that he/she resides in Middlesex County; and that he/she is the Corporate Secretary of the firm of Yates Real Estate, Inc., the Corporation described in and which executed the foregoing instrument, that he/she knows the seal of the said Corporation, that the seal affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

, Corporate Secretary

Subscribed and affirmed before me this 18th day of March, 2015.

Notary Public

My Commission Expires: March 16 2020.

SHERRI L. GOLDEN
Commission # 2326409
Notary Public, State of New Jersey
My Commission Expires
March 16, 2020

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2015

PRODUCER

AAAA 4A's Insurance Agency Corp.
85 MAIN ST.
South Bound Brook NJ, 08880
732 469-8008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
YATES REAL ESTATE INC
26 SUNRISE DR.
EDISON, NJ 08817
908 482-3553-phone

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: KINSALE INSURANCE CO.	
INSURER B: NJ WORKERS COMPENSATION PLAN	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR TR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	BINDER	03/19/15	03/19/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BINDER	03/20/15	03/20/16	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CITY OF PLAINFIELD IS RECOGNIZED AS AN ADDITIONAL INSURED:

CERTIFICATE HOLDER

CITY OF PLAINFIELD
515 WATCHUNG AVE.
PLAINFIELD, NJ 07060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GEORGE M. COMAS, INC.
73 JEFFERSON AVE.
WESTWOOD, N.J. 07675

CONTACT NAME:
PHONE (A/C, No, Ext): 201-666-4011 FAX (A/C, No): 201-666-9722
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: GREAT DIVIDE INSURANCE CO	25224
INSURER B: ROCKHILL INSURANCE COMPANY	17370
INSURER C: ATLANTIC SPECIALTY INS. CO.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
B & B DISPOSALS LLC
X-PRESS SERVICES, INC.
P.O. BOX 5669
NEWARK, NJ 07105

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	GLP 2009148-11	06/30/14	06/30/15	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS NON-OWNED AUTOS X MCS-90 X CA9948	Y	Y	BAP 2009149-11	06/30/14	06/30/15	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			FFX2009116601	06/30/14	06/30/15	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	EQUIPMENT			790015476	07/16/14	01/13/15	$65,000 DEDUCTIBLE- $1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Solid Waste, Ash, Refuse Removal Contractor

Yates Real Estate Inc. added as additional Insured by written contract, With respects to General Liability

CERTIFICATE HOLDER

Yates Real Estate Inc.
26 Sunrise Drive
Edison NJ 08817

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

662.1660

03/10/15

Taxpayer Identification# **223-654-217/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
YATES REAL ESTATE INC.

ADDRESS:
1068 KENYON AVENUE
PLAINFIELD NJ 07060-2806

EFFECTIVE DATE:
06/14/99

TRADE NAME:

SEQUENCE NUMBER:
0735830

ISSUANCE DATE:
03/10/15

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC

Certificate Number
704805

Registration Date: 03/11/2015
Expiration Date: 03/10/2016

56

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Yates Realestate Inc

2015

Responsible Representative(s):
Andre Yates, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

P.O. Box 1121
South Plainfield, NJ 07080
Fax: 732 662-1660

Yates Real Estate Inc.

To:	City of Plainfield Att: Eric Watson, Director of Public Works	**From:**	Andre Yates
Fax:	(908) 753-3070	**Date:**	3/6/2015
Phone:		**Pages:**	

Re: **Submission Bid for Demolition of Property, 117-125 North Ave, Plainfield**

Urgent **X For Review** **☐ Please Comment** **Please Reply** **☐ Please Recycl**

Please see attached bid submission for Demolition of Property, 117-125 North Ave, Plainfield

Should you have any further questions, Please feel free to give me a call at (908) 482-3553. *

faxed over Imminent Hazard
Notice 3/17 8am

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

March 6, 2015

Bid Submission for demolition of property, 117-125 North Ave, Plainfield, New Jersey

The contractor, Yates Real Estate Inc. proposes to provide all necessary equipment and labor to demolish structure, 117-125 North Ave, Plainfield, New Jersey. Upon completion of demolition, contractor will restore the lot to acceptable conditions. This will consist of backfilling, seeding soil, erecting fencing where needed.

The price for this demolition is $214,500.00.

This price reflects a visual inspection of the exterior and perimeter of the property. However, due to existing hazardous conditions of the building and not being able to gain access to the interior, an in depth analysis was not performed. Therefore, the possibilities exist that the contractor may encounter unforeseen structure and/or material hazards that need to be remediated at additional costs.

The contractor will give the City of Plainfield a percentage discount, if payment is received within 30 days from completion of work.

Andre Yates
General Contractor

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

March 6, 2015

Bid Submission for demolition of property, 117-125 North Ave, Plainfield, New Jersey

The contractor, Yates Real Estate Inc. proposes to provide all necessary equipment and labor to demolish structure, 117-125 North Ave, Plainfield, New Jersey. Upon completion of demolition, contractor will restore the lot to acceptable conditions. This will consist of backfilling, seeding soil, erecting fencing where needed.

The price for this demolition is $214,500.00.

This price reflects a visual inspection of the exterior and perimeter of the property. However, due to existing hazardous conditions of the building and not being able to gain access to the interior, an in depth analysis was not performed. Therefore, the possibilities exist that the contractor may encounter unforeseen structure and/or material hazards that need to be remediated at additional costs.

The contractor will give the City of Plainfield a percentage discount, if payment is received within 30 days from completion of work.

Andre Yates
General Contractor

* Called 3/11/15 To set up for 9:30 AM Thurs. 3/12

All Action Demolition

207 Columbus Drive
Franklin Park NJ 08823
Phone: 908-477-8246
Fax: 908-769-9483
Email: RUFUSDEMO@AOL.COM

Invoice

CUSTOMER INFORMATION	Date: 03/04/15 REP: Rufus Thomas
Company Name: City of Plainfield NJ (Attn: Eric Watson) **Address:** 515 Watchung Ave **City:** Plainfield **State:** NJ **Zip Code:** 07060 **Phone:** 908-337-0651 **Fax:**	
Description/Explanation	**TOTAL COST**
Property located at 117-128 North Ave Plainfield NJ 07060 Job Description Building Demo 1. COMPLETE DEMO OF THREE STORIES BUILDING ** EMERGENCY DEMO** ** ALL LABOR, MATERIAL, TOOLS, CONTAINERS, AND CLEAN-UP ARE INCLUDED IN THE TOTAL PRICE AS SEEN ON THE INVOICE. Receive and Signed by: _____ (Client Signature or Representative) Rufus Clean-Ups and Demolition: _____ (Mr. Rufus Thomas, President & Owner)	$220,000.00

908 482-3553

P.O. Box 1121
South Plainfield, NJ 07080
Fax: 732 662-1660

Yates Real Estate Inc.

To:	City of Plainfield Att: Eric Watson, Director of Public Works	**From:**	Andre Yates
Fax:	(908) 753-3070	**Date:**	3/6/2015
Phone:		**Pages:**	

Re: **Submission Bid for Demolition of Property, 117-125 North Ave, Plainfield**

Urgent **X For Review** ☐ **Please Comment** **Please Reply** ☐ **Please Recycl**

Please see attached bid submission for Demolition of Property, 117-125 North Ave, Plainfield

Should you have any further questions, Please feel free to give me a call at (908) 482-3553.

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

March 6, 2015

Bid Submission for demolition of property, 117-125 North Ave, Plainfield, New Jersey

The contractor, Yates Real Estate Inc. proposes to provide all necessary equipment and labor to demolish structure, 117-125 North Ave, Plainfield, New Jersey. Upon completion of demolition, contractor will restore the lot to acceptable conditions. This will consist of backfilling, seeding soil, erecting fencing where needed.

The price for this demolition is $214,500.00.

This price reflects a visual inspection of the exterior and perimeter of the property. However, due to existing hazardous conditions of the building and not being able to gain access to the interior, an in depth analysis was not performed. Therefore, the possibilities exist that the contractor may encounter unforeseen structure and/or material hazards that need to be remediated at additional costs.

The contractor will give the City of Plainfield a percentage discount, if payment is received within 30 days from completion of work.

Andre Yates
General Contractor

P.O. Box 1121
South Plainfield, NJ 07080
Fax: 732 662-1660

Yates Real Estate Inc.

To:	City of Plainfield Att: Eric Watson, Director of Public Works	**From:**	Andre Yates
Fax:	(908) 753-3070	**Date:**	3/16/2015
Phone:	(908) 753-3375	**Pages:**	2

Re: **Addendum to Submission Bid for Demolition of Property, 117-125 North Ave, Plainfield**

Urgent **X For Review** ☐ **Please Comment** **Please Reply** ☐ **Please Recycl**

Please see attached addendum bid submission for demolition of Property, 117-125 North Ave, Plainfield

Should you have any further questions, Please feel free to give me a call at (908) 482-3553.

RECEIVED
MAR 16 2014
OFFICE OF DIRECTOR
DPW & UD

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

March 16, 2015

Bid Submission for demolition of property, 117-125 North Ave, Plainfield, New Jersey

The contractor, Yates Real Estate Inc. proposes to provide all necessary equipment and labor to demolish structure, 117-125 North Ave, Plainfield, New Jersey. Upon completion of demolition, contractor will restore the lot to acceptable conditions. This will consist of backfilling, seeding soil, erecting fencing where needed.

The price for this demolition is $214,500.00.

This price reflects a visual inspection of the exterior and perimeter of the property. However, due to existing hazardous conditions of the building and not being able to gain access to the interior, an in depth analysis was not performed. Therefore, the possibilities exist that the contractor may encounter unforeseen structure and/or material hazards that need to be remediated at additional costs.

The contractor will give the City of Plainfield a percentage discount, if payment is received within 30 days from completion of work.

The contractor will take responsibility for all utilities disconnects at the property

The contractor will take responsibility for all market out before any digging to take place at the site.

The contractor will remove all debris.

The contractor will bring property lot back to grade.

The Sub-contractor that will be executing the demolition is B&B Disposal/Demolition, 470 Hillside Ave, New Jersey 07205 (973) 465-4430 (Phone) and (973) 508-6329 (Fax)

Andre Yates
General Contractor

RECEIVED
MAR 16 2014
OFFICE OF DIRECTOR
DPW & UD

P.O. Box 1121
South Plainfield, NJ 07080
Fax: 732 662-1650

Yates Real Estate Inc.

To:	City of Plainfield Eric Watson	From:	Andre Yates
Fax:	(908) 753-3070	Date:	3/17/2015
Phone:		Pages:	2

Re: Start Date Delay

Urgent X For Review ☐ Please Comment Please Reply ☐ Please Recycl

Please see attached update regarding delay for the demolition of the project, 117-125 North Ave, Plainfield

Should you have any further questions, Please feel free to give me a call at (908) 482-3553.

RECEIVED
MAR 17 2014
OFFICE OF DIRECTOR
DPW & UD

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

March 17, 2015

Public Works

Re: Demolishing 117-125 North Ave, Plainfield

Additional Indemnification Insurance Request

To Eric Watson,

Due to the request that I received Monday, March 16, 2015 for additional insurance coverage indemnifying the City of Plainfield for potential loss resulting from the demolition of the property, therefore, the start of this project has to be delayed beyond March 17, 2015. My insurance carrier is in the process of issuing the additional coverage which will be forthcoming from the underwriter ASAP, per the city request.

Please be advised that I have already completed the market outs for the property. I have also spoken with the PSE&G Demolition Division, John Raines at ext. 6898 and requested that an emergency disconnect of utilities due to the fact that the property is a public hazard. However, PSE&G are insisting in following their normal procedures as it pertains to disconnects/demolition, as opposed to operating on an emergency basis. I have also contacted Phillip Izzo, Director of Inspections who is assisting me with expediting this process in the completion of <u>all</u> disconnects of utilities at the property.

Once all disconnects are completed, demolition will begin immediately. In the interim, we will execute all necessary staging. I have estimated this process will be complete in the next couple of days.

Sincerely,

Andre Yates
President

P.O. Box 1121
South Plainfield, NJ 07080
Fax: 732 662-1660

Yates Real Estate Inc.

To:	City of Plainfield Eric Watson	**From:**	Andre Yates
Fax:	(908) 753-3070	**Date:**	3/17/2015
Phone:		**Pages:**	4

Re: **Documents requested**

Urgent **X For Review** ☐ **Please Comment** **Please Reply** ☐ **Please Recycl**

Please see attached documents

1.) Business Registration Certificate

2.) Certificate of Liability Insurance for Sub-contractor

3.) Department Of Labor and Workforce Development

Should you have any further questions, Please feel free to give me a call at (908) 482-3553.

RECEIVED
MAR 17 2014
OFFICE OF DIRECTOR
DPW & UD

Certificate Number
704805

Registration Date: 03/11/2015
Expiration Date: 03/10/2016

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Yates Realestate Inc

2015

Responsible Representative(s):
Andre Yates, President

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

03/10/15

Taxpayer Identification# 223-654-217/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
YATES REAL ESTATE INC.

TRADE NAME:

ADDRESS:
1068 KENYON AVENUE
PLAINFIELD NJ 07060-2806

SEQUENCE NUMBER:
0735830

EFFECTIVE DATE:
06/14/99

ISSUANCE DATE:
03/10/15

Director
New Jersey Division of Revenue

FORM-BRC

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GEORGE M. COMAS, INC.
73 JEFFERSON AVE.
WESTWOOD, N.J. 07675

CONTACT NAME:
PHONE (A/C, No, Ext): 201-666-4011 FAX (A/C, No): 201-666-9722
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: GREAT DIVIDE INSURANCE CO	25224
INSURER B: ROCKHILL INSURANCE COMPANY	17370
INSURER C: ATLANTIC SPECIALTY INS. CO.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
B & B DISPOSALS LLC
X-PRESS SERVICES, INC.
P.O. BOX 5669
NEWARK, NJ 07105

CERTIFICATE NUMBER: REVISION NUMBER:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	CLP 2009148-11	06/30/14	06/30/15	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS NON-OWNED AUTOS X MCS-90 X CA9948	Y	Y	BAP 2009149-11	06/30/14	06/30/15	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			FEX2009116601	06/30/14	06/30/15	EACH OCCURRENCE $ 5,000,000 AGGREGATE $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
C	EQUIPMENT			790015476	07/16/14	01/13/15	$45,000. DEDUCTIBLE- $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Solid Waste, Ash, Refuse Removal Contractor

Yates Real Estate Inc. added as additional Insured by written contract, with respects to General Liability

CERTIFICATE HOLDER

Yates Real Estate Inc.
26 Sunrise Drive
Edison NJ 08817

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

662.1660

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

Addendum to the Contract to demolish property, 117-125 North Ave, Plainfield, NJ 07060

March 18, 2015

1.) Payment shall be issued on a progressive basis as work is completed. All payments will be made in an expeditious manner to the Contractor.

2.) This Contract reflects a visual inspection of the exterior and perimeter of the property **only.** Due to the existing hazardous conditions of the building and not being able to gain access to the interior, an in depth analysis was **not** performed. Therefore, the possibilities exist that the contractor may encounter unforeseen structural and /or material hazards that need to be remediated at additional costs to the City of Plainfield.

3.) It is agreed and understood that with respect to the above paragraph #2 that the City of Plainfield will make all additional payments necessary to the encounter unforeseen structural and/or material hazards that deem to be remediated.

Andre Yates
President/CEO

City of Plainfield

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2015

PRODUCER

AAAA 4A's Insurance Agency Corp.
85 MAIN ST.
South Bound Brook NJ, 08880
32 469-8008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: KINSALE INSURANCE CO.	
INSURER B: NJ WORKERS COMPENSATION PLAN	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
YATES REAL ESTATE INC
26 SUNRISE DR.
EDISON, NJ 08817
908 482-3553-phone

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	BINDER	03/19/15	03/19/16	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BINDER	03/20/15	03/20/16	X WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CITY OF PLAINFIELD IS RECOGNIZED AS AN ADDITIONAL INSURED:

CERTIFICATE HOLDER

CITY OF PLAINFIELD
515 WATCHUNG AVE.
PLAINFIELD, NJ 07060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
JOESPH MINAROVICH
CONSTRUCTION OFFICIAL
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07061

ADRIAN O. MAPP
MAYOR

PHILLIP IZZO
DIRECTOR OF INSPECTIONS

Hand delivered to Mr. Yates 3/20/15

PROCEDURE FOR BUILDING DEMOLITION:

PRIOR TO ISSUANCE OF PERMIT:

1. Provide letters of confirmation of disconnect from all public utilities Including PSE&G Service removal Request Form (attached)
2. Letter from Pest Control Co. certifying clearance of building
3. Construction permit application including asbestos abatement And fuel tank removal
4. Copy of letter sent to adjoining property owners notifying them of time and date the demolition is to commence
5. Letter of acknowledgment from the Historic Preservation Committee

AFTER ISSUANCE OF PERMIT:

1. Notify Construction Dept. of start time and date
2. Notify sewer authority- PMUA to cut off sewer line and appropriately cap off sewer line. PMUA will inspect this termination
3. Construction Dept. will inspect the removal of all footings and foundation Prior to backfilling with clean fill. Acknowledge origins of all backfill material used.
4. Provide location of trash and debris termination
5. The Construction Dept. will inspect that top soil is spread raked & seeded prior to stabilization

Phone: (908) 226-2665 * Fax (908) 226-8030
Email: Joseph.Minarovich@plainfieldnj.gov
Website: www.plainfieldnj.gov

TX Result Report

P 1
03/17/2015 07:53
Serial No. A1UE011012534
TC: 300001

Addressee	Start Time	Time	Prints	Result	Note
917326621660	03-17 07:52	00:00:36	002/002	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, RTX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

NOTICE OF IMMINENT HAZARD

Application Date:
Control Number: 0
Permit Number: 0
Date Permit Issued:
Notice Date: 1/6/2015
Violation Number: 20150006/0

ity of Plainfield
15 Watchung Avenue
lainfield, NJ 07060
08-2262666

IDENTIFICATION

Work Site Location: 117-125 NORTH AVENUE
Block: 315 Lot: 2.01 Qual:
Owner In Fee: DEXTER HUMPHREY
Agent/Contractor: DEXTER HUMPHREY
Address: 229 N 11TH ST
NEWARK NJ 07107
Address: 229 N 11TH ST
NEWARK NJ 07107
Telephone: 973 484-6457
Telephone: 973 484-6457

To: [X] Owner: [ ] Agent/Contractor [ ] Other:

Date Of Inspection: 1/6/2015
Date Of This Notice: 1/6/2015

ACTION

ake *NOTICE* that as a result of the inspections conducted by this agency on 1/6/2015 of the above property, an imminent hazard has een found to exist pursuant to N.J.S.A. 52:27D-132 and N.J.A.C. 5:23-2:32. The building or structure, or portion thereof, deemed an nminent hazard is described as follows:

BADLEY BURNED IMMINENT HAZARD

s such, you are hereby *ORDERED* to immediately and forthwith vacate the above structure or portion thereof.

urther, you are *ORDERED* to:

[ ] Immediately correct the above noticed imminent hazards so as to render the structure temporarily safe and secure.
[X] Demolish the above structure by 1/13/2015

ilure to immediately comply with this *ORDER* may result in the necessary correction being made by the Construction Official at the pense of the property owner pursuant to N.J.A.C. 5:23-2.32(b)5.

ilure to render the structure temporarily safe and secure and/or demolish the structure in accordance with this *ORDER* will result in this - being forwarded to legal counsel for prosecution, and assessment of penalties up to $2,000.00 per week per violation. You must iately declare to the Construction Official, your acceptance or rejection of the terms of this *ORDER*.

wish to contest this Order, you must apply for a stay to a court of competent jurisdiction within 24 hours.

ou have any questions concerning this matter, please call: 908-2262666

y Order of Joseph F. Minarovich
Joseph F. MINAROVICH CONSTRUCTION OFFICIAL

Date: 1-6-15

24

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

March 17, 2015

Public Works

Re: Demolishing 117-125 North Ave, Plainfield

Additional Indemnification Insurance Request

To Eric Watson,

Due to the request that I received Monday, March 16, 2015 for additional insurance coverage indemnifying the City of Plainfield for potential loss resulting from the demolition of the property, therefore, the start of this project has to be delayed beyond March 17, 2015. My insurance carrier is in the process of issuing the additional coverage which will be forthcoming from the underwriter ASAP, per the city request.

Please be advised that I have already completed the market outs for the property. I have also spoken with the PSE&G Demolition Division, John Raines at ext. 6898 and requested that an emergency disconnect of utilities due to the fact that the property is a public hazard. However, PSE&G are insisting in following their normal procedures as it pertains to disconnects/demolition, as opposed to operating on an emergency basis. I have also contacted Phillip Izzo, Director of Inspections who is assisting me with expediting this process in the completion of all disconnects of utilities at the property.

Once all disconnects are completed, demolition will begin immediately. In the interim, we will execute all necessary staging. I have estimated this process will be complete in the next couple of days.

Sincerely,

Andre Yates
President

Phillip Izzo

From: Andre Yates <yatesrealestate@optonline.net>
Sent: Thursday, March 19, 2015 7:06 AM
To: Phillip Izzo; ericwatson@plainfieldnj.gov; doug.johnson@rve.com; Rich Kyle; Anthony Flaxo
Subject: Follow up regarding demolition of 117-125 North Ave

Hello Phillip,

Please let me know that the owner of the parking lot to the left of the structure has been contacted and given us permission to use vacant lot during the time of demolition. We will be needing the lot during the entire scope of demolition of the building.

Please verifiy that all owners and/or businesses have been notified that demolition will begin on Saturday, March 21, 2015 weather permitting. We will begin staging the site today. We are estimating a timeline for demolition will take approximately 2 to 4 weeks.

Please follow up with PSGE to confirm status of all disconnects(i.e., gas and electric). I spoke with the American Water company on Tuesday, March 17, 2015. They confirmed that the water has been turned off at the site. They will be getting back to me regarding the disconnects for the water service

Please follow up with PMUA to provide letter and/or documentation that the sewer line has been terminated.

Lastly, plesae provide me a list of items that will be required of me to deem the demolition work completed. I would like to start preparing a checklist for the close out.

Thank you for your assistance in the above items. I greatly appreciate your help to further expedite this process.

Andre Yates

PROCEDURE FOR DEMOLITION OF BUILDINGS IN THE CITY OF PLAINFIELD

FREE CALL - 1-800-272-1000

PRIOR TO PERMIT: NEED DIG NO

1. Letter from utilities as to shut off or cut off of service to building.

2. Letter from Pest Control Co. certifying clearance of building.

3. Building application for demo, asbestos removal and tank removal from building department.

4. A copy of letter notifying adjoining property owners of the proposed demolition.

5. CHECK FOR ASBESTIS AND TANKS NEED PERMITS.

DO NOT START THE JOB UNTIL PERMITS ARE ISSUED AND PAID FOR!!!!!!!!!!!!

AFTER PERMIT IS ISSUED:

1. Notify building department as to time and date of starting.

2. Cut off sewer at property line and have inspector check capping of sewer. (concrete cover) – ALSO CALL SEWER AUTH. FOR INSPECTION

3. Do not fill excavation until inspected- walls, floor footings – all must be removed.

4. Only clean fill allowed in excavation – signed letter as to origin of fill.

5. Top soil spread, raked and seeded – inspection before stabilizing.

6. Final inspection must be called for after all work including fencing is completed.

Yours in Life and Safety,

Joseph F. Minarovich

Joseph F. Minarovich
Construction Official

CITY OF PLAINFIELD
515 WATCHUNG AVE
PLAINFIELD, NEW JERSEY 07061

DIVISION OF INSPECTIONS *CITY HALL* *(908)753-3386*

PROCEDURE FOR INSPECTIONS FOR BUILDING DEMO

1. *Sewer termination.*
2. *After removal of all walls, footings and floors.*
3. *During back filling.*
4. *Of locations source of dirt for back filling.*
5. *During spreading of topsoil, raking, seeding and stabilizing.*
6. *After fence is installed and all is completed.*
7. *Give location of trash and debris termination.*

TX Result Report

P 1
03/19/2015 08:53
Serial No. A1UE011012534
TC: 300351

Addressee	Start Time	Time	Prints	Result	Note
917326621660	03-19 08:52	00:00:27	002/002	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, RTX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

PROCEDURE FOR DEMOLITION OF BUILDINGS IN THE CITY OF PLAINFIELD

Free Call - 1-800-275-1000

PRIOR TO PERMIT: Need DIG No

1. Letter from utilities as to shut off or cut off of service to building.
2. Letter from Pest Control Co. certifying clearance of building.
3. Building application for demo, asbestos removal and tank removal from building department.
4. A copy of letter notifying adjoining property owners of the proposed demolition.
5. Check for Asbestis and Tanks Need Permits

DO NOT START THE JOB UNTIL PERMITS ARE ISSUED AND PAID FOR!!!!!!!!!!!!

AFTER PERMIT IS ISSUED:

1. Notify building department as to time and date of starting.
2. Cut off sewer at property line and have inspector check capping of sewer. (concrete cover) — Also call sewer auth. for inspection
3. Do not fill excavation until inspected- walls, floor footings — all must be removed.
4. Only clean fill allowed in excavation — signed letter as to origin of fill.
5. Top soil spread, raked and seeded — inspection before stabilizing.
6. Final inspection must be called for after all work including fencing is completed.

Yours in Life and Safety,
Joseph F. Minarovich
Construction Official

79

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
ERIC C. WATSON
DEPARTMENT DIRECTOR
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07061

ADRIAN O. MAPP
MAYOR

ERIC C. WATSON
DEPARTMENTDIRECTOR

March 20, 2015

Buenaventura Restaurant
131 North Ave
(908) 755-9846

Dear Owner/Manager;

Recently a notice was sent to the area businesses on North Avenue regarding the emergency demolition of the building sat 117-125 North Avenue.

Due to the proximity of your restaurant and in concern for public safety, it is necessary to close your restaurant on 3/21/2015 while demolition takes place.

It is anticipated that only a one day closure will be necessary and any loss of revenue will be reimbursed to you by The City of Plainfield by providing the City Clerk with receipts consistent with a normal day's course of business.

Estimado Dueño/Gerente

Reciente una notificación fue distribuida a los negocios en la North Avenue con respect a la demolición del edificio localizado en el 117-125 North Avenue.

Debido a la proximidad de su restaurante y la preocupación por la seguridad publica es necesario que usted cierre su restaurant el 21 de Marzo 2015 mientras la demolición esta en proceso.

Es anticipado que solo tendrá que cerrar un solo día y cualquier pérdida de sus ganancias serán rembolsadas por La Ciudad de Plainfield, proveyendo al City Clerk con recibos consistentes de un día normal de negocio.

Sincerely,

Eric C. Watson,
Department Director

Phone: (908) 753-3386 * Fax (908) 226-2580
Email: eric.watson@plainfieldnj.gov
Website: www.plainfieldnj.gov

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax

Sent via Fax # (908) 753-3070

Invoice

City of Plainfield for Emergency Demolition 117-125 North Ave, Plainfield, New Jersey

March 24, 2015

The Contractor, Yates Real Estate Inc. requests partial payment in the amount of $75,075.00 for demolition work that was completed in accordance to City of Plainfield's requested and escalated efforts to neutralize the imminent and extremely hazardous condition at the above mentioned site. This work has encompassed the following to date:

- Demolishing 3 Story brick structure which had been deem as an imminent hazard unsafe structure
- Mobilizing Temporary 6ft safety fencing to secure work site area
- Mobilization of heavy duty equipment to begin work on contracted date
- Hiring Subcontractor, Novatech Inc. Environmental Company to access environmental hazards at the site
- Sampling fee for lab testing of environmental hazards tested at the site
- Hiring Demolition Subcontractor B and B Disposal
- Executed Administrative duties in the pre-planning stages for the demolition work
- Hiring Police Department personnel for road closures
- Dumpsters rental fee for disposal removal
- Safety Equipment/Barricades markers
- Permit filing and fees paid to the City of Plainfield for proposed demolition work
- Professional Consultant Architect and Engineer to access structural site conditions
- Hiring legal counsel for contract review and consulting
- Hiring personnel for traffic safety to ensure public safety

Andre Yates
General Contractor

RECEIVED
MAR 24 2014
OFFICE OF DIRECTOR
DPW & UD

81

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT

DIVISION OF INSPECTIONS
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
Phone (908) 753-3386 • Fax (908) 226-2580

TO: Eric Watson
Director of Public Works &
Urban Development/Engineering

March 26, 2015

FROM: Phil Izzo
Director of Inspections

RE: 117-125 North Avenue

Eric;
With respects to the letter of March 24, 2015 and as a reminder, I wish to emphasize the potential public hazard caused by the remaining debris pile and partial structure still standing. I strongly urge the complete demolition and subsequent clean- up of the site and at this time I believe the Construction Official can certify the partial payment as per the approved contract [Invoice of March 24, 2015]. It is also important to recognize that a full examination of the extent of the damage done to the adjoining properties cannot be done until the structures are cleaned-up to allow access.

Regards,

Phil Izzo
Director of Inspections

Vernita Sias-Hill

From: Vernita Sias-Hill
Sent: Wednesday, March 25, 2015 9:11 AM
To: 'yatesrealestate@optonline.net'
Cc: Eric Watson; Rick Smiley
Subject: Property Damage re Emergency Demolition of 117-125 North Avenue

Importance: High
Sensitivity: Confidential

Dear Mr. Yates:

As a follow-up to our conversation of yesterday, please provide the following information relative to the emergency demolition of 117-125 North Avenue property and related property damage:

1. Please provide a copy of the specific documents that reflect that the demolition activities are included in your policy.
2. ✓ Please provide confirmation that a property damage claim was submitted to your insurance company and the corresponding claim number that your carrier provided to you.
3. ✓ Provide a copy of your subcontractor's Business Registration Certificates.
4. Provide the related documentation that reflects that your subcontractor's insurance covers the demolition activities associated with the 117-125 North Avenue property.
5. Provide a copy of any report submitted by the utility company.
6. ✓ Provide information related to the subcontractor's demolition experience.

The above captioned information can be sent via email. If you should have any questions regarding this request, please do not hesitate to contact this office.

Sincerely,

Vernita E. Sias-Hill, Esq.
Corporation Counsel
****
City of Plainfield - Office of Corporation Counsel
515 Watchung Avenue
Plainfield, New Jersey 07061
Phone: 908-226-4901
Fax: 908-226-4903
Email: vernita.sias-hill@plainfieldnj.gov
Website: *www.plainfieldnj.gov*
****

WARNING: Email received by or sent to City Officials are subject to the Open Public Records Act [OPRA].If you are in any way concerned about the contents of your e-mail being read by someone other than the person(s) you are contacting, you should consider alternate ways of contacting them. Disclaimer: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the City of Plainfield. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended

recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

84

Piller, Tina M.

From: Lauren Coe <lauren.coe@kinsaleins.com>
Sent: Thursday, March 26, 2015 1:09 PM
To: Piller, Tina M.
Subject: FW: 01000276770-21264188 YATES REAL ESTATE INC
Attachments: IR110000.pdf

Good afternoon,

Please allow this email to confirm receipt of the above captioned loss.
The Kinsale claim number is 2819 and I will be the examiner handling the loss. Please let me know if you have any questions or concerns.

Thank you,
Lauren Coe, SCLA
Senior Claims Examiner
Kinsale Insurance Company | 2221 Edward Holland Drive | Suite 600 | Richmond, VA 23230
(804) 289-1297 office | (804) 482-2762 fax Lauren.Coe@kinsaleins.com | www.kinsaleins.com

This communication constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act, 19 USC 2510, and its disclosure is strictly limited to the recipient intended by the sender of this message. This communication may contain confidential and privileged material for the sole use of the intended recipient and the disclosure to anyone other than the intended recipient does not constitute a loss of the confidential or privileged nature of the communication. If you are not the intended recipient, please contact the sender by return electronic mail and delete all copies of this communication. Please check for any defects or viruses before opening or using any attachments. There is no warranty that this e-mail is virus free or without error. No Kinsale Company is liable if an attachment is altered without its written consent. Thank you.

-----Original Message----
From: Piller, Tina M. [mailto:TMPiller@burns-wilcox.com]
Sent: Wednesday, March 25, 2015 9:43 AM
To: 'newclaimnotices@kinsaleins.com'
Subject: 01000276770-21264188 YATES REAL ESTATE INC

Please see attached loss information for the above insured.

Thank you,

Tina Piller

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

March, 23, 2015

Accident Report for Emergency Demolition 117-125 North Ave, Plainfield, New Jersey (Imminent Hazard/Condemned Structure) to adjacent structure 131 North Ave, Plainfield, New Jersey (Restaurant/ Business)

Demolition began on Saturday, March 21, 2015 approximately at 8:30am to demolish an 'imminent hazardous structure' located at 117-125 North Ave, Plainfield, NJ 07060. The Subcontractor, B and B Demolition Company started demolishing the front section of the building. During this process of demolition, the common wall of the adjacent structure was so badly deteriorated that it manifested extremely hazardous conditions at the site. In fact, the right front section 'common wall' began to separate, falling on to the front roof of the adjacent vacant structure, 131 North Ave, Plainfield.

Construction was halted. The utilities company, P.S.E & G was notified immediately to access any potentially imminent hazardous situation to determine disconnects of utilities to **all** adjacent businesses. P.SE&G assessed the situation and terminated **all** utilities for the adjacent property, 131 North Ave. PSG&G then provided authorization to the Subcontractor to proceed demolishing the unsafe structure at 117-125 North Ave. PSE&G was present at the site throughout the remaining duration of the demolition of the property.

To ensure safety to adjacent property, the Subcontractor placed tires and ¾ plywood platform on top of the roof (i.e., below the hazardous section of the free standing wall at the structure). The front windows of the adjacent property (131 North Ave) were also secured with plywood to ensure additional protection. Subcontractor was personally present throughout the entire process of the demolition to further ensure public safety at the site.

It should be noted, there were road closures during the demolition period between Park Ave and Second Street. The work area was secured by the Plainfield Police Department. Temporary 6ft fencing barricades were erected around the perimeter of the work area and designated as a hard hat area during the demolition period. The Plainfield Fire department was also present at the site throughout the entire duration period of the demolition. Local Plainfield Building officials were present during the demolition period as well.

The Subcontractor, NOVATECH INC, ENVIRONMENTAL Company was hired and present at the site during the entire course of demolition to monitor air quality and take samples of potential hazardous materials. New Jersey Compliance Offices II Code Enforcement Asbestos Control and Licensing, Mr. Peter Alvarez was also present during the demolition process. Union County EMT Ambulance was present at the site to attend to any potential medical incidents or crisis. There were **no** injuries that occurred during the demolition period of the unsafe structure.

RECEIVED
MAR 23 2014
OFFICE OF DIRECTOR
DPW & UD

86

The Company, Yates Real Estate Inc. and General Contractor, Andre Yates was present on site throughout the entire time of demolition. Public safety was maintained by GC throughout the demolition period.

The remaining demolition of the unsafe structure was successfully completed by the Subcontractor. After the demolition was completed, the Subcontractor secured the work site area with temporary 6ft fencing barricades that extended across the demolition area, including the damaged adjacent property (131 North Ave). The demolition work was completed at 7:15pm.

Andre Yates
General Contractor

Att: Eric Watson
From Andy Yates
3/25/15

Kinsale Insurance Company

A.M. Best Company Rating: A- (Excellent)
Financial Size Category: VIII

Burns and Wilcox - Parsippany, NJ - Jennifer Costa

BINDER

RE: Yates Real Estate Inc

Policy #: 0100027677-0
Date: 03/19/2015

This binder contains an outline of coverage and does not include all the terms, conditions and exclusions of the policy that may be issued. The policy contains the full and complete agreement with regards to coverage. Please review this binder thoroughly and notify the Company immediately of any inaccuracies or discrepancies.

Company: Kinsale Insurance Company
Policy Term: 03/19/2015 - 03/19/2016
Coverage Form: Commercial General Liability - Occurrence
Retro Date: n/a
Description of Operations: Remodeling and Demolition Contractor

Limits:

$1,000,000	Each Occurrence Limit
$100,000	Damages to Premises Rented to You Limit
Excluded	Medical Expense Limit
$1,000,000	Personal & Advertising Injury Limit
$2,000,000	General Aggregate Limit
$2,000,000	Products / Completed Operations Aggregate Limit

Deductible:
$1,000 Per Claim
** All Deductibles include ALAE, BI and PD

Premium:	$4,200		
Company Fees:	$125		
Total Due at Inception:	**$4,325**	Min. Earned Premium:	25.00%
		Commission:	7.5 %

88

Policy Fees are fully earned.
Premium is 100.00% minimum and deposit.

Taxes, fees and surcharges are the responsibility of the broker.
Policy Subject to Annual Audit.

Class Description and Rating Basis:

Class Description	Exposure Base	Exposure Units	Rate
Carpentry - Not Otherwise Classified	per $1,000 Gross Sales	560,000	7.5000
Wrecking - buildings or structures - Not Otherwise Classified			Included

Condition Precedent:
This binder is conditioned on our receipt and approval of the materials listed below. We may rescind this binder if we do not receive, review and approve in writing these materials. Further, this binder is strictly conditioned upon there being no material change in the risk between the date of the binder and the effective date of the policy. If we determine that a material change has occurred, we may modify the terms of this binder, including rescinding it altogether.

1) 5 years currently valued hard copy of prior carrier's GL loss runs

Comments:
The Excess Casualty Department at Kinsale can offer excess pricing starting at $1,000 per million for this risk. If you are interested in an excess quote please forward a complete submission to XC@kinsaleins.com or contact Stuart Winston at stuart.winston@kinsaleins.com.

Contact Information:
Jonathan Grissom
Underwriter - Small Business
jonathan.grissom@kinsaleins.com
(804) 289-1326

Exclusions and Endorsements:
CAS1000-0110 - Commercial General Liability Declarations
ADF9013-1011 - Notice - Where To Report A Claim
ADF4001-0110 - Schedule of Forms
CG0001-1001 - Commercial General Liability Coverage Form
CAS2004-0110 - Deductible Endorsement
CAS2007-0110 - Common Conditions - Casualty
CG2139-1093 - Contractual Liability Limitation
ADF4002-0110 - Basis of Premium
CAS4002-0110 - Waiver of Transfer of Rights of Recovery Against Other to Us-Blanket
CAS4014-0110 - Limitation- Roofing
CAS4017-0813 - Limitation-Subcontractors Agreements
CAS4018-0411 - Minimum Policy Premium
ADF3001-0110 - Exclusion - Tainted Drywall
ADF3003-0110 - Exclusion - Absolute Pollution and Pollution Related Liability
ADF3010-0110 - Exclusion- Nuclear, Biological or Chemical Materials
ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism
CAS3005-0110 - Exclusion-Welding or Thermal By Products
CAS3008-0314 - Exclusion - EIFS (Exterior Insulation and Finish Systems)
CAS3009-0110 - Exclusion-Medical Payments
CAS3011-0110 - Exclusion- New Entities (Commercial General Liability)
CAS3013-0110 - Exclusion-Subsidence
CAS3014-0110 - Exclusion - Demolition
CAS3018-0110 - Exclusion-Insured vs. Insured
CAS3022-0110 - Exclusion-Prior Work (Commercial General Liability)

CAS3025-0110 - Exclusion-New Residential Development
CAS3035-0110 - Exclusion - Construction for Condominium Owners Association
CAS3040-0110 - Exclusion-Employers' Liability
CAS3042-0110 - Exclusion- New York
CAS3043-0113 - Additional Policy Exclusions
CAS3044-0110 - Exclusion- Underground Facility
CAS3060-0110 - Exclusion-Injury to Independent Contractors
CAS3062-0513 - Exclusion - Wrap Ups
CAS3076-0110 - Exclusion- Overspray
CAS3095-0610 - Exclusion- Colorado
CAS3108-0814 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - General Liability
CG0067-0305 - Exclusion - Violation of Statutes that Govern E-mails, Fax, Phone Calls or Other Methods of Sending Material or Information
CG2167-1204 - Fungi or Bacteria Exclusion
CAS5010-0110 - Additional Insured as Required by Written Contract
ADF9010-0115 - Notice of Terrorism Insurance Coverage
IL0021-0908 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)
ADF9004-0110 - Signature Endorsement
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

KINSALE INSURANCE COMPANY
SURPLUS LINES TAX FILING INFORMATION

Named Insured: Yates Real Estate Inc

Submission Number: 00511369

Policy Number: 0100027677-0

It is the broker's responsibility to see that Surplus Lines tax is paid to the appropriate jurisdiction. The following information must be provided to Kinsale for any policy written on a surplus lines basis.

Please provide the state information and information regarding the individual responsible for the collection and remittance of the applicable Surplus Lines taxes and fees.

Home State of the Insured (state where taxes remitted):

Agency Name:

Agent Name:

Phone:

Agent License #:

Address:

City:

State:

Zip:

If the Home State of the insured is New Jersey, please provide the NJ Surplus Lines Transaction #:

					-			-					

NJ Surplus Lines Transaction #

al

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2015

PRODUCER

AAAA 4A's Insurance Agency Corp.
85 MAIN ST.
South Bound Brook NJ, 08880
32 469-8008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED	INSURERS AFFORDING COVERAGE	NAIC#
YATES REAL ESTATE INC 26 SUNRISE DR. EDISON, NJ 08817 908 482-3553-phone	INSURER A: KINSALE INSURANCE CO.	
	INSURER B: NJ WORKERS COMPENSATION PLAN	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	BINDER	03/19/15	03/19/16	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BINDER	03/20/15	03/20/16	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CITY OF PLAINFIELD IS RECOGNIZED AS AN ADDITIONAL INSURED:

CERTIFICATE HOLDER

CITY OF PLAINFIELD
515 WATCHUNG AVE.
PLAINFIELD, NJ 07060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

P.O. Box 1121
South Plainfield, NJ 07080
Phone: 908-755-6887
Fax: 732 662-1660

Yates Real Estate Inc.

Fax

To:	City of Plainfield Att: Eric Watson	**From:**	Andre Yates
Fax:	(908) 753-3070	**Date:**	3/25/15
Phone:		**Pages:**	21
Re:	Document Requested		

Urgent **X For Review** ☐ **Please Comment** **Please Reply** ☐ **Please Recycle**

Per you request, I am faxing you a copy of the documents.

Should you have any further questions, please feel free to give me a call at (908) 482-3553.

RECEIVED
MAR 25 2015
OFFICE OF DIRECTOR
DPW & UD

Yates Real Estate Inc.
P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

Yates Real Estate Inc.
Developer/ General Contractor Credentials

RECEIVED
MAR 25 2015
OFFICE OF DIRECTOR
DPW & UD

Statement of Qualifications

Yates Real Estate has a history of over 24 years of General Contractor experience and owning and operating real estate investment properties throughout the State of New Jersey. Yates Real Estate has also built a real estate investment company that prides itself on excellence, integrity, financial stability, accountability and passion that created an unrelenting spirit to meet its business objectives.

Over the past 20 years, Yates Real Estate has seized the opportunity to acquire real estate assets. This has consisted of a variation of residential properties to single family dwellings, multiple-dwellings, commercial residential properties and land development for new construction. We have also maximized our expertise in revitalizing distressed communities by taking blighted dilapidated properties and turning them into marketable and habitable places to live.

Yates Real Estate strongly believes that it possesses all of the proper values and has the wherewith all to continue its effort with a team of certified trained professionals; (Certified builders within the State of New Jersey, Licensed Architect Engineers, Professional Engineers, General Contractors and etc,) to make a difference in community redevelopment. Yates Real Estate has also been a partner with local and state government and has demonstrated a collaborative effort where both the investor and community have a vested interest to the mission of revitalizing communities across the State of New Jersey.

Yates Real Estate Resume

New Construction Development/Accomplishments

In 2010, Yates Real Estate was successful in acquiring 2 acres of land in Middlesex County, Monmouth Junction. Ground breaking took place in the Spring of 2008 and completed in the Spring of 2009. Yates Real Estate was successful in selling this amazing piece of real estate, 5000 sq. foot Spec House in September 2010. This home also featured some of the latest high end amenities of modern living and technology. **The project was valued at 1.2 million.**

In 2008, developer acquired land to build new construction development located at ***1455, 1457 and 1459 Chambers Street, Trenton New Jersey***. Land was subdivided into 3 separate lots to build (3) single family row townhouses. One of the townhouses sold for as high as $288,000.00 which was the largest market value in regards to Trenton Real Estate Market Place.

In 2006, developer acquired land to build new construction development located at ***231 and 233 Bert Avenue, Trenton, New Jersey.***

In 2009, developer was given designation by the City of Trenton to build (11) Affordable Housing Unit called the "North Clinton Ave Project".

Renovation Projects

In 2014 - Completed renovations of (1) family dwelling located at ***214 Girard Ave, Franklin, New Jersey***

- Completed renovation and development of (1) family dwelling located at ***72 Kimberly Road, Woodbridge, New Jersey.***

- Completed renovation of (1) family dwelling located ***at 7 Parkview Drive, New Brunswick, New Jersey.***

In 2008 - Completed renovation and development of (2) family dwelling located at ***117 Sheppard Ave, East Orange, New Jersey***. Project completed in 2006 and sold.

In 2006 - Completed renovation and development of single (1) family dwelling semi-detached property located at ***347 Bert Ave, Trenton, New Jersey***. Project completed in 2006 and sold.

In 2005 - Complete renovation and development of four (4) family dwelling located at ***108 Cresant Ave, Plainfield, New Jersey***

In 2005 - Completed renovation and development of single (1) family dwelling located at ***1068 Kenyon Ave, Plainfield, New Jersey.*** The total cost for the renovation was approximately $160,000.00. Project completed in 2005 and sold.

In 2005 – Completed minor renovation of four (4) family multiple dwelling located at ***65 St. James Place, Newark, New Jersey.*** Project completed in 2005 and sold.

In 2005 - Completed renovation and development of (24) *commercial dwelling Room Rooming House located at* ***219 East 5th Street, Plainfield, New Jersey.***
Project completed in 2005.

In 2004 - Completed renovation and development of five (5) family commercial dwelling located at ***224-229 East 9th Street, Plainfield, New Jersey.*** Project completed in 2004 and sold.

In 2004 – Completed minor renovation of four (4) family multiple dwelling located at ***327-329 Stebbins Place, Plainfield, New Jersey***. 00. Project completed in 2005 and sold.

In 2004 - Completed renovation and development of (1) single family dwelling located at ***315 Prescott Place, Plainfield, New Jersey***. Project completed in 2004 and sold.

In 2003 - Completed renovation and development of four (4) family multiple dwelling located at ***567-569 So. 17th Street. Newark, New Jersey.*** Project completed in 2004 and sold.

In 2003 - Completed renovation and development of three (3) family multiple dwelling located at ***243 East 9th Street, Plainfield, New Jersey.*** Project completed in 2003 and sold.

In 1999 -- Completed minor renovation of Condominium located at ***89 Keystone Court, Edison, New Jersey***. Project completed in 1999 and sold.

In 1999 – Completed renovation and development of four (4) family dwelling located at ***78 Grace Street, Irvington, New Jersey***. Project completed in 1999 and sold.

In 1992 - Completed renovation and development of three (3) family dwelling located at ***20 Stuyvesant Ave, Newark, New Jersey.*** Project completed in 2000 and sold.

Licenses, Certificate and Insurances

AAAA Insurance Agency, 20 Cherry Street, South Brunswick, NJ 08880 in excess of $1,000,000 General Liability Insurance and Workmen Compensation Insurance

Member of the National Builders Association (NBA) since 2005

New Jersey License Contractor #13VH00661300 with the State of New Jersey

The State of New Jersey Department of Community Affairs, New Jersey Builder License # 37205

Licensed Rooming House Owner Certificate issued by the New Jersey Community Affair and Development Commission, State License #2012-00.

New Jersey Housing and Mortgage Financing Agency (HMFA) Choice Program Training Certificate

State of New Jersey Department of Labor and Workforce Development/Public Works Contractor Registration

Educational Background

Master of Science Degree, Human Resource Management, Rutgers University, New Brunswick, New Jersey, 1996
Bachelor of Science Degree, School of Business, Business Management, Rutgers University, New Brunswick, New Jersey, 1989

Newspaper/Publication

On December 4, 2007, Yates Real Estate Inc. was featured in the Trenton Times News Paper article title *"Trenton Hopes Homes Sales Spark Housing Market Revival; Developer aims to build more"* by Staff Writer, Andrew Kitchenman. The article further mentioned that the Honorable Mayor Douglas H. Palmer joined the developer in a Key ceremony event with others welcoming new home owners to the community of Trenton.

On December 5, 2007, New Jersey's Capital New Station, Channel 25 TV, WZBN of Hamilton, New Jersey broadcasted the key ceremony that was hosted by Yates Real Estate Inc. at the new construction project located at 1455, 1457 and 1459 Chambers Street, Trenton, New Jersey.

On September 20, 2009, Yates Real Estate Inc. Spec Home was featured in the Star-Ledger News Paper, Titled "Tuscan Style Home Comes to Monmouth Junction". The article talks about local Realtor, Linda Schwarz of Gloria Nilsson Real Estate is marketing beautiful new construction home listed in the Monmouth Junction section of South Brunswick, NJ.

Yates Real Estate Acquisitions

Acquired and pursuing to develop (24) Capacity Commercial dwelling property to create permanent veterans housing located ***at 810 Central Ave, Plainfield, New Jersey.***

Complete renovation and development of single (1) family dwelling property located at ***315 Prescott Place, Plainfield, New Jersey.***

Minor renovation and repairs of four (4) family dwelling property located at ***327-329 Stebbins Place, Plainfield, New Jersey.***

Complete renovation and development of three (3) family dwelling property located at ***20 Stuyvesant Ave, Newark, New Jersey.***

Minor renovation and repairs of four (4) family dwelling property located at ***65 St. James Place, Newark, New Jersey.***

Complete renovation and development of three (3) family dwelling located at ***243 East 9th Street, Plainfield, New Jersey.***

Complete renovation and development of five (5) family dwelling located at ***224-229 East 9th Street, Plainfield, New Jersey.***

Complete renovation and development of four (4) family dwelling located at ***78 Grace Street, Irvington, New Jersey.***

Complete renovation and development of single (1) family dwelling property located at ***1068 Kenyon Ave, Plainfield, New Jersey.***

Complete renovation and development of single (1) family dwelling semi-detached property located at ***347 Bert Ave, Trenton, New Jersey.***

Complete renovation and development of (4) family dwelling located at ***567-569 So. 17th Street. Newark, New Jersey.***

Minor renovation of Condominium located at ***89 Keystone Court, Edison, New Jersey.***

Complete renovation and development of ***(24) Capacity Commercial dwelling Rooming House located at 219 East 5th Street, Plainfield, New Jersey.***

Minor renovation of single (1) family dwelling located at ***117 Sheppard Ave, East Orange, New Jersey.***

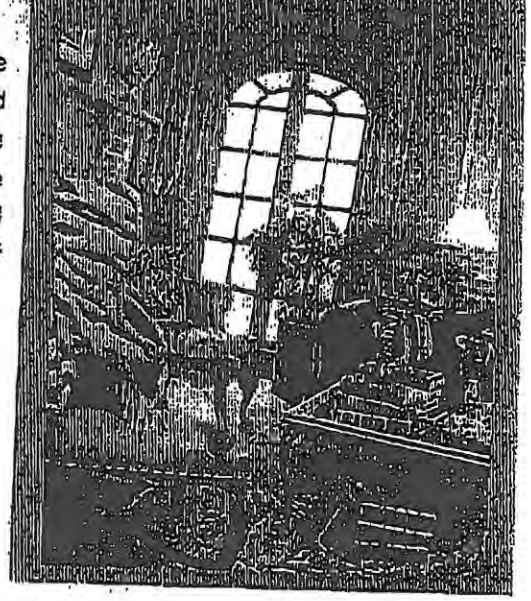
Minor renovation of (2) family semi-detached dwelling located at ***229 Bert Ave, Trenton New Jersey.***

Andre Yates
President/CEO

Yates Real Estate Inc.

Mission

Yates Real Estate strongly believes that its mission is to achieve a legacy that represents a humanitarian spirit of helping people elevate their finances through creating home ownership opportunities. Yates Real Estate has a proven track record for meeting the demands of an emerging and shifting real estate market place. Yates Real Estate understands the intangible that underpins management risks. Yates Real Estate recognizes and harnesses the myriad of variables to building wealth and being successful.



Overview

Over the past 20 years, Yates Real Estate owned and operated real estate stment properties that has resulted in ... company establishing a distinguished eal estate background throughout the tate of New Jersey.

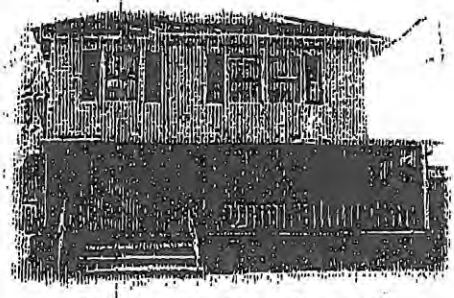
ates Real Estate has also built a real state investment company that prides self on excellence, integrity, financial ability and passion which results in an relenting commitment to completing ery project.

tes Real Estate has maximized its efforts revitalizing distressed communities by ing blighted and dilapidated structures d turning them into market rotable and bitable places to live. It has been an ping and rewarding experience oting housing opportunities, nulating the use of the local workforce, usinesses and helping communities meet their redevelopment needs.

Yates Real Estate recognizes the importance of partnering with local and state government, as well as, the private sector in order to effectively meet the initiatives of providing market rate and affordable housing across the State of New Jersey.

"Yates Real Estate prides itself on excellence and passion that creates an unrelenting commitment to completing every project"

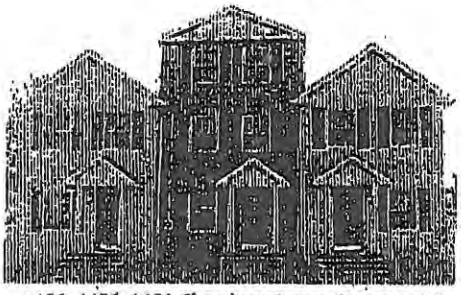
Before



1457 Chambers Street, Trenton, NJ

20 year dilapidated structure purchased in December 2004. Property was subdivided into 3 buildable lots.

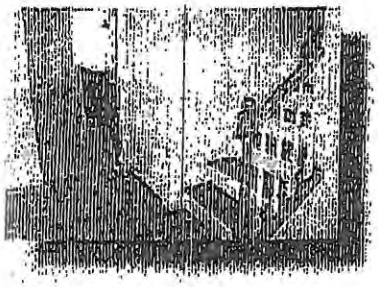
After



1455, 1457, 1459 Chambers Street, Trenton, NJ

Newly constructed, three townhouse units. Ground breaking started in May 2006 and completed in January 2007.

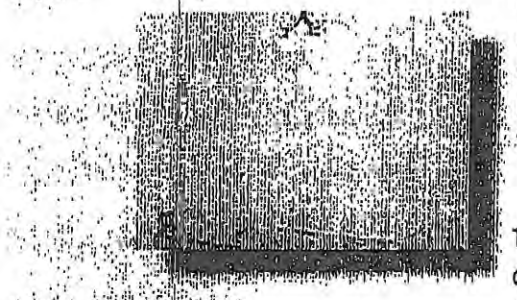
Chambers Street Townhouses



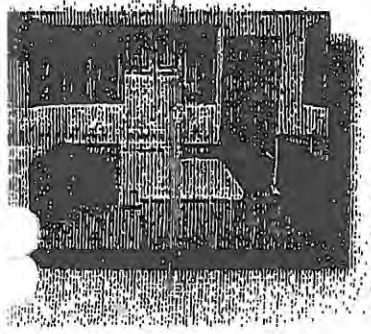
Yates Real Estate proudly presents upscale living in new construction of Chambers Street Townhouses located in the Franklin Park Section of town bordering Hamilton Township. Yates Real Estate Inc. offers 1,700 and 2,300 square feet of grand living space. Exquisitely designed and impeccably built. These gorgeous 3 and 4 bedroom townhouses include many features such as 2 1/2 baths for the end units and 3 1/2 baths for the middle unit.

Yates Real Estate features Cambridge Portsmith brick front elevation on the middle unit and full brick steps with columns and aluminum hand rails that have been power coated that provides free maintenance. The front elevation offers warm color for vinyl siding with scalloped vinyl shingles on both the front porch gable roofs and the middle unit upper gable roof area. All units have burgundy shutters with gold kick plates and knockers on the front doors. All units are beautifully landscaped to create an immaculate curb appeal.

The master suite has its own full private bathroom with ceramic tiled flooring and shower area. Bedrooms come with upgraded carpet and cable ready connections. High speed internet connections and telephone jacks are pre-wired throughout.



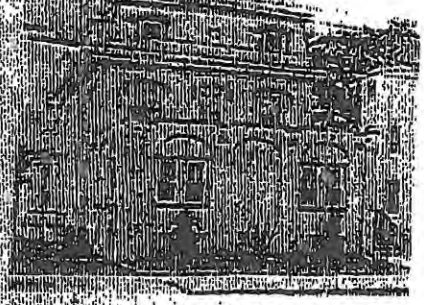
One of the units comes with hardwood floors in the living room, steps and hallway areas. All units have solid oak hand rails and stair threads. The stairs that lead to the second floor features a 22" octagon window with 2 1/2" trim around it that allows natural lighting to filter into the stairwell area which gives it a spacious appearance. The stairwell walls were trimmed with molding to give the wall a more elegant look.



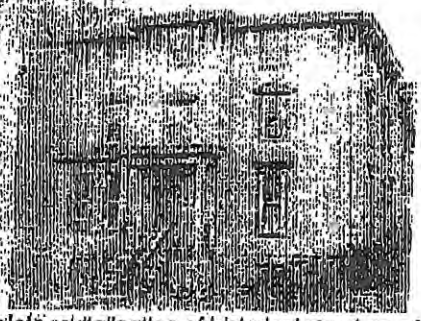
The right end unit property kitchens comes with 42" Cherry Cabinets with full overlay door and nickel plated handles, crown molding, a center island and fine ceramic floor tiles. All kitchens have been pre-wired with cable TV connections. To create an open floor plan, both the first floor and the basement feature 9 foot ceiling heights. The basement of the end unit also has a walkout bilco door for rear yard access. All units come with a two key pad security system on the first and second floor levels for convenient activation.

Yates Real Estate presents Chambers Street Townhouses that are second to none throughout the City of Trenton. Townhouses have sold for as high as $288,000.00.

Some Recent Real Estate Accomplishments



Complete renovation and development of 24 Capacity Rooming House located at 219 East 5th Street, Plainfield, NJ



Complete revitalization of historical structure of 3-family dwelling located at 243 E. 9th Street, Plainfield, NJ

Yates Real Estate offers a broad range of services

- Land acquisition investments
- Minor and Major Subdivision development experience
- General contracting services with site supervision over all phases of construction
- Housing inspection for residential properties
- Residential builder of speculative houses throughout the State of New Jersey
- Builder of market rate housing throughout the State of New Jersey
- Builder of affordable housing throughout the State of New Jersey
- Consulting for historical preservation of properties as well as committee presentation
- Cost estimator for rehabs and new construction
- General contractor certified with 203K loan programs
- Partnering with private investors to invest in real estate and helping to identify funding sources

Yates Real Estate Spec Building within South Brunswick, New Jersey

Yates Real Estate was recently successful in acquiring 1 1/2 acres of land in July of 2007. The property is an exclusive flag lot that lends itself to privacy and a secluded surrounding. The back drop of this lot is buffered by miles of green acres and open scenery that is mesmerizing. This is truly a tranquil environment for the home owner who appreciates the serenity of uninhabited landscape at its greenest.

Recognizing the real value is in the land, Yates Real Estate is looking to build a spec home with approximately 4,500 square feet. This home will feature some of the latest high end amenities of modern living. Yates Real Estate is eagerly determined to demonstrate its ability to build speculative housing while keeping with the character of a prestigious neighborhood of Monmouth Junction. *Ground breaking is expected to take place in the Spring of 2008.*

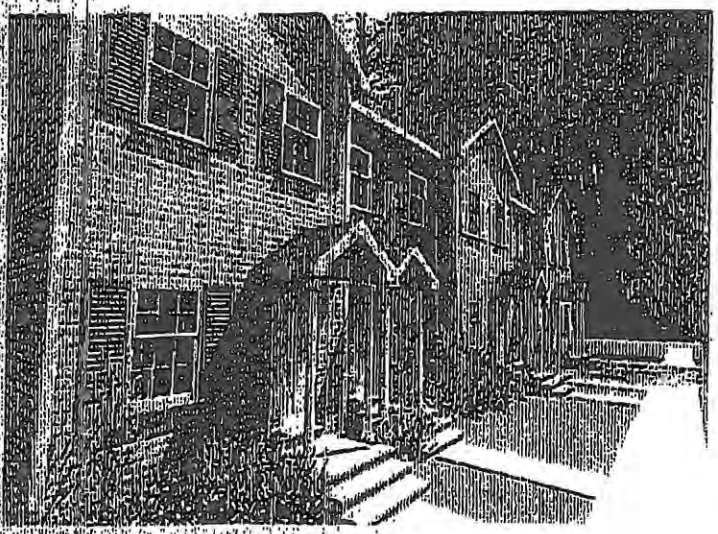
Andre Yates, President and CEO
Yates Real Estate Inc.
3361 So. Clinton Avenue
South Plainfield, NJ 07080

908-755-6887 (Office)
908 -755-6889 (Fax)
yatesrealestate@optonline.net

Yates Real Estate Proposes to build Affordable Housing within the City of Trenton

Yates Real Estate has unveiled the North Clinton Ave Affordable Housing Project to the City of Trenton to build and rehab 11 properties; 8 new construction townhouse units and rehabilitating 3 row house units. The company has already presented rendering architectural plans and a budget that is over $3 million dollars for this project. Yates Real Estate is also seeking both city and state subsidy funding and is advancing through the process of gaining approval.

Yates Real Estate is intrigued about the idea of building affordable housing within the Northward section of town as this area is ripe in recapturing its luster in the revitalization of the community. Yates Real Estate is keeping *with the mission by the Governor of New Jersey's initiative to build 100,000 affordable housing units for New Jersey Residents.* Yates Real Estate is hopeful that ground breaking will take place sometime in 2008.



"Yates Real Estate believes quality construction adds value to the community by offering a better standard of living."

Yates Real Estate Looking to Build More Market Rate Houses within the City of Trenton

Yates Real Estate anticipates building more market rate h within the Villa Park section of Trenton. The company has se ownership of several infill lots in this charming Chambe section of town. This is an area that is revered for its fine cuisine, established community and convenient access to interstate highways.

The local Trentonians find Villa Park an acceptably pleasant li live due to its unique characteristic of urban renaissance. Be in this quaint community feeling, Yates Real Estate is excited building more new construction and offering a quality experience within one of the finest sections of Trenton. *Const is expected to start in 2008.*

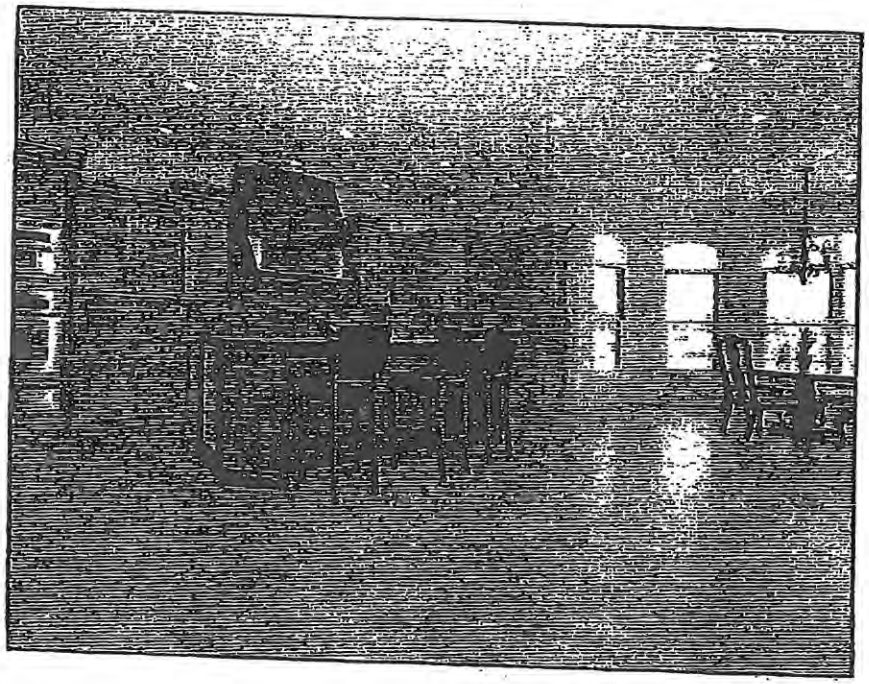
Elegant Homes™

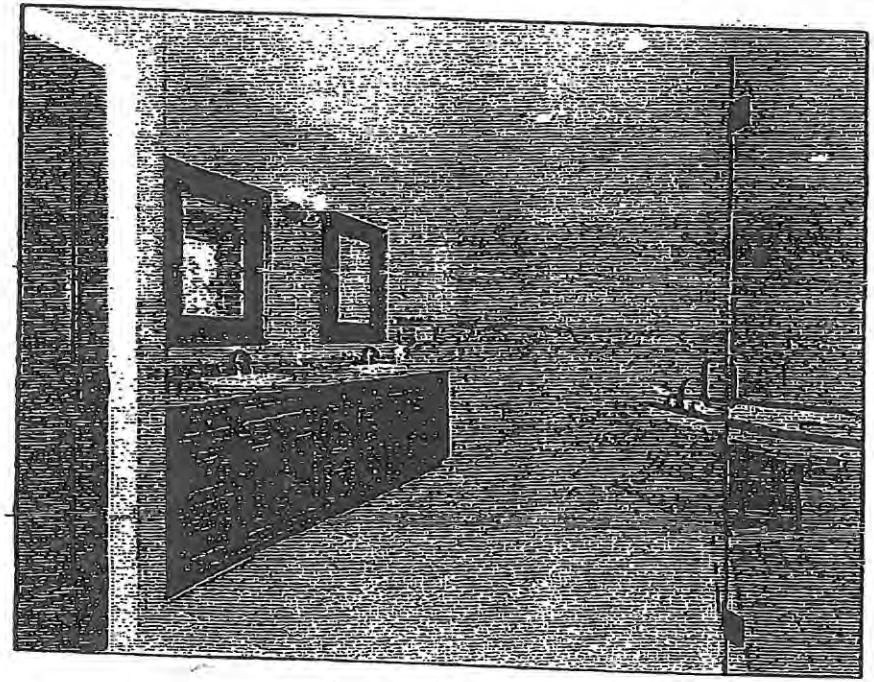
The luxury property experts™

Exclusively Marketed By:

Gloria Nilson GMAC Real Estate

969 Ridge Road, Monmouth Jct., NJ 08852





FEATURES & SPECIFICATIONS

Bathrooms	4.5
Living Room	15x14
Dining Room	15x13
Kitchen	31x23
Family Room	24x24
Other Room	19x13
Bedroom 1	24x24
Bedroom 2	16x13
Bedroom 3	15x13
Bedroom 4	15x13
Bedroom 5	15x13
Garage	1 car attached

Measurements based on architectural dimensions and may not be actual sizes.

LINDA SCHWARZ
Sales Associate
732 297-2320
linschwarzhome4sale@yahoo.com

Gloria Nilson GMAC Real Estate

South Brunswick Office
3430 Rt. #27
Kendall Park, NJ 08824
732-398-2600

Serving our communities for more than 125 years

Here for you

WEDNESDAY, DECEMBER 5, 2007

Trenton hopes homes sales spark housing market revival

Developer aims to build more

BY ANDREW KITCHENMAN
STAFF WRITER

TRENTON — City officials and developers celebrated the sale [illegible] new houses on Chambers Street, which officials interpreted as a sign of strong interest in market-rate housing in the city.

[illegible]

[illegible] there is market-rate development in the city," said Henrietta Owens, project coordinator for city housing production.

The sizes of the houses range from 1,700 to 2,300 square feet.

Yates Real Estate officials hope to build more market-rate housing in the city's Villa Park section, which borders Hamilton.

The houses were built by Yates and replaced a dilapidated house at the site.

Trenton Mayor Douglas H. Palmer joined the developer and others at an event yesterday afternoon marking the sale of the houses.

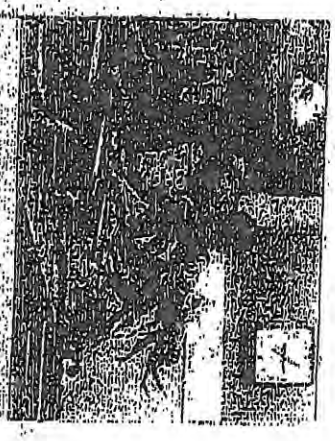
DAVID GARO/THE TIMES

Developer Andre Yates speaks about his desire to build in Trenton during a celebration marking the opening of new townhouses on Chambers Street in Trenton.

Palmer has emphasized an increase in the amount of market-rate housing in the city.

Yates Real Estate also worked on the North Clinton Avenue affordable housing project, which included eight new townhouses and three rehabilitated houses. The firm also aims to build affordable housing in the North Ward.

Contact Andrew Kitchenman at akitchenman@njtimes.com or (609) 989-5706.



ON NOTICE
WWP North makes waves with impressive swimming win
SPORTS, C1

107

B&B DISPOSAL & DEMOLITION, LLC

PO BOX 5669, NEWARK NJ, 07105 | PH (973) 465-4433 | INFO@BANDBDISPOSAL.COM

OBJECTIVE

B&B Disposal & Demolition provides contractors, and other commercial and industrial customers throughout New Jersey with professional demolitions. B&B is a safe and experienced demolition contractor with 10 years of experience. Here at B&B, we prioritize safety on all of our projects to not only protect our workers but also the surrounding public and environment. We at B&B have an extensive fleet of equipment to handle any demolition project large or small.

JOBS COMPLETED

APRIL, 2007 — Demolition

H&M Cleanout Services, 402 Mt Prospect Ave, Newark NJ

JOB SITE: 624 Roosevelt Avenue, Piscataway NJ

APRIL, 2007 — Demolition

General Construction, 223 Wainwright St, Newark NJ

JOB SITE: 129-138 North 10th Street, Paterson, NJ

APRIL, 2007 — Demolition

General Construction, 223 Wainwright St, Newark NJ

JOB SITE: 129-138 North 10th Street, Paterson, NJ

JUNE, 2007 — Demolition

Jervae Realty, INC

JOB SITE: 824 Van Houten Avenue, Clifton NJ

AUGUST, 2007 — Demolition

Claremont Construction Group, 91 West Market St Newark NJ

JOB SITE: Hawthorne Street, Newark NJ

AUGUST, 2007 — Demolition

265 Passaic Street, LLC, 1276 McCarter HW, Newark NJ

JOB SITE: 1276 McCarter Highway, Newark NJ

SEPTEMBER, 2007 Demolition,

Highland Port Development, 81-83 Vesey Street, Newark NJ

JOB SITE: 80 Doremus Avenue, Newark NJ

SEPTEMBER, 2007 Demolition

Perlen Steel Corp, 265 Passaic Street, Newark NJ

JOB SITE: 1276 McCarter Highway, Newark NJ

OCTOBER, 2007 Demolition

Humane Societies, 124 Evergreen Avenue, Newark NJ

JOB SITE: 124 Evergreen Avenue, Newark NJ

OCTOBER, 2007 Demolition

Colirro Industries, 298 Delancy Street, Newark NJ

JOB SITE: 80 Doremus Avenue, Newark NJ

FEBRUARY, 2009 Demolition

JOB SITE: 153 Clinton Avenue, Irvington NJ

FEBRUARY, 2009 Demolition

P.C.M. 44 Point Breeze Drive, Hewitt, NJ

JOB SITE: 176 & 182 Roseville Avenue, Newark NJ

MARCH, 2009 Demolition

Samuel S. Auslander

JOB SITE: 64 South 10th Street, Newark NJ 07105

APRIL, 2009 Demolition

Colucci Paving, INC. 845 West 2nd Street, Middlesex NJ

JOB SITE: 341S Valley Road, Liberty Corner, NJ

JULY, 2009 Demolition

150 Saint Charles Street Properties, LLC/ Sprint Recycling, INC.

JOB SITE: 197 Route 18 South, East Brunswick NJ

JULY, 2009 Demolition

Azgara Bowl, LLC, 89 Newman Springs Road, Shrewsbury NJ

JOB SITE: 89 Newman Springs Road, Shrewsbury NJ

SEPTEMBER, 2010 Demolition

New Jersey American Water Companies

JOB SITE: 167 JFK Parkway, Short Hills NJ

SEPTEMBER, 2010 Demolition

Township of Irvington NJ, Civil Square

JOB SITE: 210 Ellis Avenue, Irvington NJ

JANUARY, 2011 Demolition

Weldon Concrete, 141 Central Avenue, Westfield NJ

JOB SITE: Stockwell House, New Providence Rd, Watchung NJ

JANUARY, 2011 Demolition

MTS Towing 490 Chancellor Avenue, Irvington NJ

JOB SITE: 468-480 Chancellor Avenue, Irvington NJ

SEPTEMBER, 2011 Demolition

Center Line Associates, 110 Eton Road, Yardley PA

JOB SITE: 306-308 Elizabeth Avenue, Newark NJ

NOVEMBER, 2011 Demolition

Weldon Concrete, 141 Central Avenue, Westfield NJ

JOB SITE: 1248 Valley Road, Watchung NJ

AUGUST, 2012 Demolition

Cooper Citi West, Windsor, CT

JOB SITE: 194 Parker Street, Newark NJ

AUGUST, 2012 Demolition

A. Bickoff & Son, 760 Paterson Avenue, East Rutherford, NJ

JOB SITE: 760 Paterson Avenue, East Rutherford NJ

APRIL, 2013 Demolition

J.M.S. Construction Corp., PO BOX 5337, Newark NJ

JOB SITE: 60 Lockwood Street, Newark NJ

APRIL, 2013	Demolition American Select Distribution Center, Inc., 1735-57 Myrtle St, Elizabeth NJ JOB SITE: 1735-57 Myrtle Street, Elizabeth NJ
APRIL, 2013	Demolition 690 Wainwright St. Company, 131 N Michigan Ave, Kenilworth NJ JOB SITE: 135 N. Michigan Avenue, Kenilworth NJ
OCTOBER, 2013	Demolition Cooper Citi West, Windsor, PA JOB SITE: 834 South 18th Street, Newark NJ
FEBRUARY, 2014	Demolition Novel Ingredient Services, 10 Henderson Drive, West Caldwell, NJ JOB SITE: 43 West Street, East Hanover NJ
MARCH, 2014	Demolition 690 Wainwright St Company, 131 N. Michigan Avenue, Kenilworth NJ JOB SITE: 131-135 Michigan Avenue, Kenilworth NJ
JULY, 2014	Demolition F. Rover & Son, 516 Central Avenue, Harrison NJ JOB SITE: 516 Central Avenue, Harrsion NJ

05/19/09

Taxpayer Identification# 204-382-218/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
B AND B DISPOSALS LLC

TRADE NAME:

ADDRESS:
174 BLANCHARD ST
NEWARK NJ 07108-4709

SEQUENCE NUMBER:
1407804

EFFECTIVE DATE:
05/02/09

ISSUANCE DATE:
05/19/09

Director
New Jersey Division of Revenue

FORM BRC(09-01)

Vernita Sias-Hill

From:	Andre Yates <yatesrealestate@optonline.net>
Sent:	Wednesday, March 25, 2015 4:00 PM
To:	Vernita Sias-Hill; Eric Watson
Subject:	RE: Property Damage re Emergency Demolition of 117-125 North Avenue
Importance:	High

Hello Ms. Hill,

Thank you for your patience with regards to your request for information related to the property damaged sustained to the adjacent structure 131 North Ave.

1.) I have confirmed with my insurance agent AAAA Insurance Company of Boundbrook that my General Liability **does in fact cover "Demolition Contractor" with a limit of $1,000,000.00.**
Please note that I have provided Mr. Eric Watson a copy of my Insurance Binder by Kinsale Insurance Company. My agent was notified of this accident on Monday, March 23, 2015. However, a claim # has not been issued. Upon my receipt, I will immediately forward same to you.

2.) I have faxed a copy of the Subcontractor Business Registration Certificate to Mr. Watson.

3.) At this time, I have not received any utility reports regarding the accident and/or damage sustained to the adjacent property resulting from the demolition of the subject unsafe structure located at 117-125 North Avenue.

4.) I have faxed a copy of the Subcontractor's experience in regards to demolition. This information has been faxed to Mr. Watson as well.

5.) I have spoken to the Subcontractor's Insurance agent, George Comas Ins. of 73 Jefferson Ave, Westwood, NJ 07675, Agent Contact is Matt who is awaiting a claim # from the carrier.

Hopefully, this information satisfies your request and please do not hesitate to contact me should you need further clarification and/or additional information.

Best regards,

Andre Yates

On Wed, Mar 25, 2015 at 09:06 AM, Vernita Sias-Hill wrote:

Dear Mr. Yates:

As a follow-up to our conversation of yesterday, please provide the following information relative to the emergency demolition of 117-125 North Avenue property and related property damage:

1 Please provide a copy of the specific documents that reflect that the demolition activities are included in your policy.

2 Please provide confirmation that a property damage claim was submitted to your insurance company and the corresponding claim number that your carrier provided to you.

3 Provide a copy of your subcontractor's Business Registration Certificates.

4 Provide the related documentation that reflects that your subcontractor's insurance covers the demolition activities associated with the 117-125 North Avenue property.

5 Provide a copy of any report submitted by the utility company.

6 Provide information related to the subcontractor's demolition experience.

The above captioned information can be sent via email. If you should have any questions regarding this request, please do not hesitate to contact this office.

Sincerely,

Vernita E. Sias-Hill, Esq.

Corporation Counsel

****

City of Plainfield - Office of Corporation Counsel

515 Watchung Avenue

Plainfield, New Jersey 07061

Phone: 908-226-4901

Fax: 908-226-4903

Email: vernita.sias-hill@plainfieldnj.gov

Website: ***www.plainfieldnj.gov***

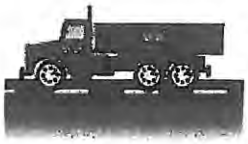
****

WARNING: Email received by or sent to City Officials are subject to the Open Public Records Act [OPRA].If you are in any way concerned about the contents of your e-mail being read by someone other than the person(s) you are contacting, you should consider alternate ways of contacting them. Disclaimer: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the City of Plainfield. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

WARNING: Email received by or sent to City Officials are subject to the Open Public Records Act [OPRA].If you are in any way concerned about the contents of your e-mail being read by someone other than the person(s) you are contacting, you should consider alternate ways of contacting them. Disclaimer: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the City of Plainfield. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

HOME SERVICES DEMOLITION INDUSTRIES SERVED TYPES OF REFUSE CONTACT US

WELCOME -------- CALL TODAY (877) 465-4433



Proudly Serving New Jersey

B&B Disposal LLC
470 Hillside Avenue
Hillside , NJ 07205

PH (877) 465-4433
(973) 465-4433
FX (973) 465-4430

email:
info@bandbdisposal.com

All MAIL should be sent to:

P.O. Box 5669
Newark, NJ 07105

"FREE ESTIMATES"

Hours of operation
8am - 5pm
Monday - Friday

B&B Disposals attends to the waste collection and recycling needs of a broad spectrum of customers throughout New Jersey. Our staff consists of experienced individuals from many facets of the waste collection industry.

B&B Disposals offers our customers a full range of hauling services including the following:

- Commercial Services
- Roll-Off Services
- Compactor Services
- Recycling Services
- Residential Services
- Snow Removal

From start to finish, B&B Disposals has the ability to provide for all the needs of our customers.

Our services include demolition; excavation; hauling; non-hazardous solid waste disposal; recycling; and special waste permitting, hauling and disposal. With our broad range of services, we have the unique ability to provide one-stop shopping for private individuals, businesses, contractors and municipalities.

As the waste industry grows larger, the efforts of B&B Disposals and our commitment to each customer grows stronger. Whether providing curbside service to a single-family home, emptying a small container each week for a new business, or managing large volumes of compacted waste for large industry, dedication to our customers, to service and to responsible environmental practices drives our team.

40A:11-5.2. Applicability of C.40A:11-1 et seq. to certain contracts by city of first class

Notwithstanding the provisions of P.L.2002, c.47 (C.40A:12-17.1 et al.) to the contrary, any expenditure of funds by a duly incorporated nonprofit association that has entered into a contract with the governing body of a city of the first class pursuant to sections 1 and 2 of P.L.2002, c.47 (C.40A:12-17.1 and 40A:11-5.1) for any capital improvements to, or construction of, water supply facilities or wastewater treatment systems shall be subject to the provisions of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11 -1 et seq.) whenever the funds have been derived from the proceeds of obligations or other available public moneys of any public entity including, but not limited to, debt issued by the New Jersey Environmental Infrastructure Trust established pursuant to P.L.1985, c.334 (C.58:11B-1 et seq.), as amended and supplemented by P.L.1997, c.224, or a city of the first class.

L.2002, c. 47, s. 12.

40A:11-6. Emergency contracts

Any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; provided that the awarding of such contracts is made in the following manner:

a. The official in charge of the agency wherein the emergency occurred, or such other officer or employee as may be authorized to act in place of that official, shall notify the purchasing agent, a supervisor of the purchasing agent, or a designated representative of the governing body, as may be appropriate to the form of government, of the need for the performance of a contract, the nature of the emergency, the time of its occurrence and the need for invoking this section. If that person is satisfied that an emergency exists, that person shall be authorized to award a contract or contracts for such purposes as may be necessary to respond to the emergent needs. Such notification shall be reduced to writing and filed with the purchasing agent as soon as practicable.

b. Upon the furnishing of such goods or services, in accordance with the terms of the contract, the contractor furnishing such goods or services shall be entitled to be paid therefor and the contracting unit shall be obligated for said payment. The governing body of the contracting unit shall take such action as shall be required to provide for the payment of the contract price.

c. The Director of the Division of Local Government Services in the Department of Community Affairs shall prescribe rules and procedures to implement the requirements of this section.

d. The governing body of the contracting unit may prescribe additional rules and procedures to implement the requirements of this section.

L.1971, c. 198, s. 6; amended 1975, c. 353, s. 5; 1977, c. 53, s. 3; 1979, c. 350, s. 3; 1985, c. 60, s. 3; 1985, c. 469, s. 8; 1999, c. 440, s. 10.

40A:11-6.1. Award of contracts

All contracts enumerated in this section shall be awarded as follows:

a. For all contracts that in the aggregate are less than the bid threshold but 15 percent or more of that amount, and for those contracts that are for subject matter enumerated in subsection (1) of section 5 of P.L.1971, c.198 (C.40A:11-5), except for paragraph (a) of that subsection concerning professional services and paragraph (b) of that subsection concerning work by employees of the contracting unit, the contracting agent shall award the contract after soliciting at least two competitive quotations, if practicable. The award shall be made to a vendor whose

117

Sec. 2:10-9. Emergency purchases.

Emergency contracts may be awarded on behalf of the City without public advertising for bids and bidding, even if the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services. Emergency contracts shall be made in accordance with the Local Public Contracts Law and implementing regulations, and shall also be made in the following manner:

(a) The division head in charge of the division wherein the emergency occurred, or such other officer or employee as may be authorized to act in place of that official, shall notify the purchasing agent, their department head, and the City Administrator, of the need for an emergency contract, the nature of the emergency, the time of its occurrence and the need for invoking this section. Such notification shall be reduced to writing and filed with the Purchasing Agent. If the City Administrator or authorized designee and Purchasing Agent is satisfied that an emergency exists, the Purchasing Agent shall be authorized to award a contract or contracts for such purpose as may be necessary to respond to the emergent needs. The Purchasing Agent shall ensure that any documents required of the service provider by law, and where appropriate, a certificate of insurance, is provided prior to authorization of payment for the work.

(b) The governing body shall be advised in writing of the emergency contract award at the next agenda session of the Council.

(c) Upon the furnishing of such goods or services in accordance with the terms of the contract, the governing body shall take such action as shall be required to provide for the payment of the contract price.

(A.C. 1969, 9.8; MC 2005-24, December 19, 2005.)

Sec. 2:10-10. Standards and tests.

The City Administrator shall establish or approve uniform standards for requisitions and purchases. The Purchasing Agent in the Division of Administration shall control the delivery of all supplies, materials and equipment and other items purchased, shall make or cause to be made proper tests, checks and inspections thereof, and shall ensure that all documents required by law are affixed to the purchase order or contract. The Purchasing Agent shall ascertain whether the supplies, materials, equipment and other items purchased comply with the specification, and

(UPDATED THROUGH P.L. 2015, ch.32, and JR6 of 2014)
TITLE 2A ADMINISTRATION OF CIVIL AND CRIMINAL JUSTICE
2A:30A-1 Definitions.

2A: ⏮30A-1 ⏪ Definitions.

1. As used in this act:

"Billing" means, in accordance with the terms and definitions of the applicable contract, any periodic payment, final payment, written approved change order or request for release of retainage.

"Prime contractor" means a person who contracts with an owner to improve real property.

"Improve" means: to build, alter, repair or demolish any structure upon, connected with, on or beneath the surface of any real property; to excavate, clear, grade, fill or landscape any real property; to construct driveways and private roadways on real property; to furnish construction related materials, including trees and shrubbery, for any of the above purposes; or to perform any labor upon a structure, including any design, professional or skilled services furnished by an architect, engineer, land surveyor or landscape architect licensed or registered pursuant to the laws of this State.

"Structure" means all or any part of a building and other improvements to real property.

"Owner" means any person, including any public or governmental entity, who has an interest in the real property to be improved and who has contracted with a prime contractor for such improvement to be made. "Owner" shall be deemed to include any successor in interest or agent acting on behalf of an owner.

"Prime rate" means the base rate on corporate loans at large United States money center commercial banks.

"Real property" means the real estate that is improved upon or to be improved upon.

"Subcontractor" means any person who has contracted to furnish labor, materials or other services to a prime contractor in connection with a contract to improve real property.

"Subsubcontractor" means any person who has contracted to furnish labor, materials or other services to a subcontractor in connection with a contract to improve real property.

L.1991, c.133, s.1; amended 2006, c.96, s.1.

2A:30A-2 Payment to prime contractor, subcontractor, subsubcontractor, timely payment; exceptions; disputes; resolution.

2. a. If a prime contractor has performed in accordance with the provisions of a contract with the owner and the billing for the work has been approved and certified by the owner or the owner's authorized approving agent, the owner shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than 30 calendar days after the billing date, which for a periodic billing, shall be the periodic billing date specified in the contract. The

f. All contracts for the improvement of structures entered into after the effective date of P.L.2006, c.96 between owners, prime contractors, subcontractors or subsubcontractors shall provide that disputes regarding whether a party has failed to make payments required pursuant to this section may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.

L.1991, c.133, s.2; amended 2006, c.96, s.2.

2A:30B-1. Findings, declarations

1. The Legislature finds and declares that:

a. Child pornography is a lucrative business which sexually exploits children and preys on their vulnerability.

b. While criminal laws exist to penalize those who sexually exploit children, these laws are sometimes insufficient to protect and indemnify the victim and prevent the perpetrators from accumulating large profits from the making and distribution of "kiddie porn."

c. This act is designed to give the victims of child pornography a civil action against those persons who sexually exploit them for profit directly or indirectly which can be brought through a parent or guardian or child advocacy organization or by the victim upon reaching the age of majority. Any director, officer, servant, employee or other person authorized to act on behalf of a corporation may be personally liable if found liable individually or jointly with the corporation under the provisions of this act.

d. The act will allow victims to recover three times the financial gains made by those who exploit them and will authorize injunctive relief to halt the making and distribution of films and other materials.

L.1992,c.7,s.1.

---

billing shall be deemed approved and certified 20 days after the owner receives it unless the owner provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment, except that in the case of a public or governmental entity that requires the entity's governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the entity's governing body, and paid during the entity's subsequent payment cycle, provided this exception has been defined in the bid specifications and contract documents.

b. If a subcontractor or subsubcontractor has performed in accordance with the provisions of its contract with the prime contractor or subcontractor and the work has been accepted by the owner, the owner's authorized approving agent, or the prime contractor, as applicable, and the parties have not otherwise agreed in writing, the prime contractor shall pay to its subcontractor and the subcontractor shall pay to its subsubcontractor within 10 calendar days of the receipt of each periodic payment, final payment or receipt of retainage monies, the full amount received for the work of the subcontractor or subsubcontractor based on the work completed or the services rendered under the applicable contract. In the case of ongoing work on the same project for which partial payments are made, the amount of money owed for work already completed shall only be payable if the subcontractor or subsubcontractor is performing to the satisfaction of the prime contractor or subcontractor, as applicable.

c. If a payment due pursuant to the provisions of this section is not made in a timely manner, the delinquent party shall be liable for the amount of money owed under the contract, plus interest at a rate equal to the prime rate plus 1%. Interest on amounts due pursuant to this section shall be paid to the prime contractor, subcontractor or subsubcontractor for the period beginning on the day after the required payment date and ending on the day on which the check for payment has been drawn. The provisions of this subsection c. shall not apply to any transportation project as defined in section 3 of P.L. 1984, c.73 (C.27:1B-3), if that project receives federal funding and the awarding agency has been notified by the federal government that it will be classified as a high risk grantee pursuant to 49 C.F.R. 18.12.

d. A prime contractor, subcontractor or subsubcontractor may, after providing seven calendar days' written notice to the party failing to make the required payments, suspend performance of a construction contract, without penalty for breach of contract, until the payment required pursuant to this section is made, if the contractor, subcontractor or subsubcontractor: is not paid as required by this section; is not provided a written statement of the amount withheld and the reason for the withholding; and the payor is not engaged in a good faith effort to resolve the reason for the withholding. The provisions of this subsection d. shall not apply to any transportation project as defined in section 3 of P.L. 1984, c.73 (C.27:1B-3), if that project receives federal funding and the application of this provision would jeopardize the funding because the owner could not meet the federal standards for financial management systems as outlined in 49 C.F.R. 18.20.

e. (1) The rights, remedies or protections provided by this section for prime contractors, subcontractors and subsubcontractors shall be in addition to other remedies provided pursuant to any other provision of State law. To the extent that the provisions of this section provide greater rights, remedies or protections for prime contractors, subcontractors and subsubcontractors than other provisions of State law, the provisions of this section shall supersede those other provisions.

(2) No provision of this section shall be construed as restricting in any way the rights or remedies provided by any other applicable State or federal law to an owner who is a resident homeowner or purchaser with respect to the real property being improved.

permit was obtained is not completed by the third anniversary of the effective date of P.L. 2001, c. 457 (C. 52:27D-131.1 et al.).

d. If the project for which the permit is obtained is not completed by a deadline set forth in this section, the permittee may submit a request for an extension of the permit to the enforcing agency for review. The enforcing agency may extend the permit for a period of one year. Approval of the extension shall not be unreasonably withheld. Denial of a request for an extension may be appealed to the county construction board of appeals established pursuant to section 9 of P.L. 1975, c. 217 (C. 52:27D-127). If a project is not completed within the deadline set forth in this section, the enforcing agency shall take all appropriate action up to and including demolition of the uncompleted structure.

The provisions of this subsection shall not apply to a permit obtained: (1) to construct improvements to the interior of a residential property in which the permittee is currently residing that are not visible from the outside of the residential property, (2) for any building of which the exterior and all required site improvements have been fully constructed, or (3) for a project while that project is under the control of a mortgagee in possession.

The enforcing agency may suspend, revoke or cancel a construction permit in case of neglect or failure to comply with the provisions of this act or the code, or upon a finding by it that a false statement or representation has been made in the application for the construction permit.

L. 1975, c. 217, § 13; amended 2001, c. 457, § 1.

[1] N.J.S.A. § 52:27D-132.

52:27D-131.1. Removal, demolition of certain building, structure

a. If the owner of a building or structure fails to comply with a removal or demolition order issued by an enforcing agency under authority of P.L. 2001, c. 457 (C. 52:27D-131.1 et al.) or of P.L. 1975, c. 217 (C. 52:27D-119 et seq.), the enforcing agency may cause such building or structure to be removed or demolished or may notify the governing body of the need to contract for the removal or demolition thereof in accordance with the provisions of the "Local Public Contracts Law," P.L. 1971, c. 198 (C. 40A:11-1 et seq.). Such removal or demolition shall include the clearance, and any necessary leveling, of the site.

b. The cost of any such removal or demolition, together with the cost of filing legal papers, expert witnesses' fees, search fees and advertising charges incurred in the course of any proceeding taken under P.L. 2001, c. 457 (C. 52:27D-131.1 et al.) or under P.L. 1975, c. 217 (C. 52:27D-119 et seq.), less any proceeds received by the enforcing agency from the sale of the materials of the building or structure, shall be a municipal lien against the real property upon which such cost was incurred. In the event that costs were paid by any governmental entity other than the municipality, the lien shall be assigned to that governmental entity. The lien shall be filed and shall be enforceable in the same manner as are other municipal liens.

L. 2001, c. 457, § 2.

52:27D-132. Inspection of construction by enforcing agency; right of entry; stop construction orders; violations, reinspection

a. The enforcing agency shall periodically inspect all construction undertaken pursuant to a construction permit issued by it to insure that the construction or alteration is performed in accordance with the conditions of the construction permit and consistent with the requirements of the code and any ordinance implementing said code.

b. The owner of any premises upon which a building or structure is being constructed shall be deemed to have consented to the inspection by the enforcing agency and the department, of the entire premises and of any and all construction being performed on it until a certificate of occupancy has been issued. An inspector, or team of inspectors, on presentation of proper credentials, shall have the right to enter and inspect such premises, and any and all construction thereon, for purposes of ensuring compliance with the provisions of the applicable construction permit, the code, and other applicable laws and regulations. All inspection pursuant to this act [C.52:27D-119 et seq.] shall be between the hours of 9 a.m. and 5 p.m. on business days, or when construction is actually being undertaken, provided, however, that inspections may be conducted at other times if the enforcing agency has reasonable cause to believe that an immediate danger to life, limb or property exists, or if permission is given by an owner, or his agent, architect, engineer or builder. No person shall accompany an inspector or team of inspectors on any inspection pursuant to this act, unless his presence is necessary for the enforcement of this act, or the code, or unless consent is given by an owner or his agent, architect, engineer or builder.

c. If the construction of a structure or building is being undertaken contrary to the provisions of a construction permit, this act, the code, or other applicable laws or ordinances, the enforcing agency may issue a stop construction order in writing which shall state the conditions upon which construction may be resumed and which shall be given to the owner or the holder of the construction permit or to the person performing the construction. If the person doing the construction is not known, or cannot be located with reasonable effort, the notice may be delivered to the person in charge of, or apparently in charge of, the construction. No person shall continue, or cause or allow to be continued, the construction of a building or structure in violation of a stop construction order, except with the permission of the enforcing agency to abate a dangerous condition or remove a violation, or except by court order. If an order to stop construction is not obeyed, the enforcing agency may apply to the appropriate court as otherwise established by law for an order enjoining the violation of the stop construction

MUNICIPAL COUNCIL OF THE CITY OF PLAINFIELD
PLAINFIELD, NEW JERSEY

SPECIAL MEETING AGENDA

6:00 P.M. MONDAY, MARCH 23, 2015

PLAINFIELD CITY HALL LIBRARY
515 WATCHUNG AVENUE
PLAINFIELD, NEW JERSEY

1. **PRESIDENT TO ANNOUNCE:**

THE NOTICE REQUIREMENT PROVIDED FOR THE "OPEN PUBLIC MEETING LAW" HAS BEEN SATISFIED. NOTICE WAS PROPERLY GIVEN, SAID NOTICE HAVING BEEN TRANSMITTED TO THE COURIER-NEWS AND THE STAR LEDGER ON FRIDAY, MARCH 20, 2015 AS WELL AS POSTING ON THE BULLETIN BOARD IN CITY HALL.

2. **ROLL CALL:**

COUNCILWOMAN VERA GREAVES
COUNCILMAN CORY STORCH
COUNCILWOMAN GLORIA TAYLOR
COUNCILWOMAN DIANE TOLIVER
ok COUNCILWOMAN REBECCA WILLIAMS
CHAIRWOMAN TRACEY BROWN
COUNCIL PRESIDENT BRIDGET RIVERS

3. **PRESIDENT TO REQUEST CLERK TO READ "THE CALL" FOR THE MEETING:**

4. **PUBLIC COMMENTS, LIMITED TO RESOLUTIONS.**

5. **RESOLUTIONS:**

R 113-15 RESOLUTION AUTHORIZING AN EMERGENCY PROCUREMENT FOR DEMOLITION SERVICES.

R 114-15 RESOLUTION ESTABLISHING AN APPROPRIATION OF $250,000.00 TO FUND AN EMERGENCY DEMOLITION.

R 115-15 RESOLUTION AWARDING AN EMERGENCY CONTRACT TO YATES REAL ESTATE INC. FOR THE DEMOLITION OF 117-125 NORTH AVENUE IN AN AMOUNT NOT TO EXCEED $250,000.00.

6. **ADJOURNMENT:**

R 113-15

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07061

ADRIAN O. MAPP
MAYOR

ERIC C. WATSON
DEPARTMENT DIRECTOR

Memorandum

TO: Rick Smiley, City Administrator

FROM: Eric Watson, Director, DPW&UD

DATE: March 13, 2015

SUBJECT: **RESOLUTION AUTHORIZING AN EMERGENCY PROCUREMENT FOR DEMOLITION SERVICES**

Recommendation

I am requesting that subject items be placed on the City Council Special Meeting Agenda for review and consideration.

Background

An emergency was declared due to dangerous conditions at 117-125 North Avenue (Block 315, Lot 2.01), in the City of Plainfield. This resolution is being presented for approval of the procurement for the demolition services.

Fiscal Impact

Funding in the amount of $250,000.00 will be made available upon the approval of the Emergency Appropriations, which will also be included in the 2015 budget.

Attachments

A. Resolution authorizing an Emergency Procurement for Demolition Services

I HAVE REVIEWED THE ACCOMPANYING RESOLUTION AND ATTEST TO ITS ACCURACY

Eric C. Watson, Director
Department of Public Works
And Urban Development

APPROVED FOR PLACEMENT ON COUNCIL AGENDA

Rick Smiley,
City Administrator

RESOLUTION AUTHORIZING EMERGENCY PROCUREMENT FOR DEMOLITION SERVICES

WHEREAS, on March 24, 2010, an emergency was declared because of a dangerous condition at 187-191 North Avenue (Block 315, Lot 2.01), in the City of Plainfield affecting the health, welfare and safety of the residents of the City of Plainfield, and;

WHEREAS, the emergency affecting the public health, safety and welfare requires the immediate demolition of the building at 117-125 North Avenue (Block 315, Lot 2.01) and the performance of necessary services in conjunction therewith to protect the health, safety and welfare of the inhabitants of the City of Plainfield, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Plainfield, New Jersey, that pursuant to N.J.S.A. 40A:11-6 said Council does hereby declare the exigency of the public service and the emergency to exist as hereinabove set forth, and the governing body declares that it is necessary to dispense with advertising for bids to award the necessary contract to perform the required work and to obtain the necessary equipment for the performance of the work.

Adopted by the City Council March 23, 2015

R 113-15

Abubakar Jalloh, RMC
City Clerk

Approved as to Form

Vernita E. Sias-Hill
Corporation Counsel

Adrian O. Mapp
Mayor

CITY OF PLAINFIELD

DEPARTMENT OF ADMINISTRATION, FINANCE, HEALTH
AND SOCIAL SERVICES
DIVISION OF AUDIT AND CONTROL
515 WATCHUNG AVENUE, LOWER LEVEL
PLAINFIELD, NEW JERSEY 07060

Ron West
Department Director

MEMORANDUM

TO: Ron West, Director Administration & Finance

FROM: Al Steinberg, CFO

DATE: March 20, 2015

SUBJECT: **Resolution authorizing the adoption of the Current Fund Temporary Emergency Appropriations to include emergency for building demolition**

Recommendation
I am requesting that subject item be placed on the Council's agenda for review and approval at the Monday, March 23, 2015 Special City Council Meeting.

Background
Resolution authorizing the adoption of the Current Fund Temporary Emergency Appropriations prior to the adoption of the CY2015 budget to include $250,000.00 for building demolition.

Fiscal Impact
$27,690,065.64

Attachments
a. A resolution authorizing the adoption of Current Fund Temporary Emergency Appropriations.

I have reviewed the accompanying Resolution and attest to its accuracy

Ronald E. West, Director/Administration & Finance

Approved for placement on Council Agenda

R. Allen Smiley, City Administrator

Phone: (908) 753-3204 – Fax: (908) 753-3646
Website: www.plainfieldnj.gov

Police Department	OE	164,202.30	493,100.00	33%
Crossing Guards	S&W	71,595.00	215,000.00	33%
Crossing Guards	OE	1,165.50	3,500.00	33%
Director Public Affairs & Safety	S&W	55,347.26	166,208.00	33%
Director Public Affairs & Safety	OE	449.55	1,350.00	33%
Auxiliary Police	OE	1,665.00	5,000.00	33%
Office of Emergency Management	S&W	1,665.00	5,000.00	33%
Office of Emergency Management	OE	2,830.50	8,500.00	33%
Fire Department	S&W	3,228,327.11	9,694,676.00	33%
Fire Department	OE	112,970.25	339,250.00	33%
Uniform Fire Safety Act	S&W	3,996.00	12,000.00	33%
Life Hazard Use Fee	S&W	6,660.00	20,000.00	33%
Traffic Signal System	S&W	60,053.89	180,342.00	33%
Traffic Signal System	OE	8,658.00	26,000.00	33%
Division of Engineering	S&W	22,746.56	68,308.00	33%
Division of Engineering	OE	71,678.25	215,250.00	33%
Deputy City Administrator/Economic Dev.	S&W	57,603.67	172,984.00	33%
Deputy City Administrator/Economic Dev.	OE	24,485.49	73,530.00	33%
Division of Planning	S&W	88,729.85	266,456.00	33%
Division of Planning	OE	20,000.00	18,100.00	110%
Planning Board	S&W	999.00	3,000.00	33%
Planning Board	OE	8,041.95	24,150.00	33%
Zoning Board of Adjustment	S&W	699.30	2,100.00	33%
Zoning Board of Adjustment	OE	4,378.95	13,150.00	33%
Public Works Division	S&W	862,168.97	2,589,096.00	33%
Public Works Division	OE	113,436.45	340,650.00	33%
Director of Public Works & Urban Dev.	S&W	61,009.60	183,212.00	33%
Director of Public Works & Urban Dev.	OE	2,500.00	1,550.00	161%
Snow Removal	OE	65,000.00	65,000.00	100%
Division of UCC & Inspections	S&W	314,440.25	944,265.00	33%
Division of UCC & Inspections	OE	5,161.50	15,500.00	33%
Recreation Division	S&W	53,774.17	161,484.00	33%
Recreation Division	OE	40,692.60	122,200.00	33%
Recreation Seasonal Employees	S&W	126,082.79	378,627.00	33%
Summer Pool Program Seasonal	S&W	27,972.00	84,000.00	33%
Pool Materials and Supplies	OE	4,995.00	15,000.00	33%
Historic Preservation	S&W	399.60	1,200.00	33%
Historic Preservation	OE	2,364.30	7,100.00	33%
Independence Day Other Expense	OE	17,449.20	52,400.00	33%
Drake House	OE	4,545.45	13,650.00	33%
Central Board of Veterans	OE	666.00	2,000.00	33%
Cultural Heritage-Arts Council	OE	9,157.50	27,500.00	33%
Beautification Committee	OE	166.50	500.00	33%
City Summer Youth	S&W	63,270.00	190,000.00	33%
Youth Guidance Council	OE	666.00	2,000.00	33%
Shade Tree Commission	OE	9,190.80	27,600.00	33%
Environmental Commission	OE	333.00	1,000.00	33%
Municipal Court	S&W	242,193.23	727,307.00	33%
Municipal Court	OE	20,700.28	62,163.00	33%
Public Defender	S&W	18,648.00	56,000.00	33%
Insurance	OE	807,858.00	2,426,000.00	33%
Workers Compensation	OE	366,300.00	1,100,000.00	33%
Health Insurance	OE	3,325,370.89	9,986,098.77	33%
State Unemployment Insurance	OE	33,300.00	100,000.00	33%
Fire Hydrant Service	OE	156,510.00	470,000.00	33%
Electricity & Gas	OE	193,140.00	580,000.00	33%
Street Lighting	OE	203,130.00	610,000.00	33%
Telephone	OE	97,569.00	293,000.00	33%
Gasoline	OE	116,550.00	350,000.00	33%
Fuel Oil	OE	43,290.00	130,000.00	33%
Solid Waste Disposal	OE	400,000.00	1,200,000.00	33%
Accumulated Absence Buyouts	S&W	66,600.00	200,000.00	33%
Contribution to PERS	OE	1,376,417.00	1,214,503.00	113%
Social Security System (OASDI)	OE	466,200.00	1,400,000.00	33%
Consolidated P&F	OE	1,665.00	5,000.00	33%
Contribution to PFRS	OE	5,387,055.00	4,694,767.00	115%
Defined Contribution	OE	4,995.00	15,000.00	33%
Building Demolitions	OE	250,000.00	0.00	

Maintenance of Free Public Library	S&W	560,326.11	1,682,661.00	33%
Local Share: Cash Match		56,646.96	170,111.00	33%
Green Acres Loan Principal and Interest	OE	21,312.00	64,000.00	33%
Demolition Loan	OE	2,081.25	6,250.00	33%
Capital Lease Payments	OE	52,614.00	158,000.00	33%
Special Emergency Authorizations	OE	0.00	480,000.00	
Anticipated Sewer Utility Deficit	OE	0.00	72,988.00	
Prior Year Bill - Mayor's Office	OE	0.00	3,500.00	
Reserve for Uncollected Taxes	OE		3,750,000.00	
Final Totals		***27,077,246.42***	***70,288,018.86***	
Public & Private Programs		612,819.22	735,188.85	
Recycling Tonnage Grant		**43,144.44**		
Union County Heart Grant		**900.00**		
Union County SHTP		**11,291.00**		
Union County SSBG		**88,547.00**		
Union County SSBG Cash Match		**29,517.00**		
Childcare Food Program		**69,969.78**		
Department of Transportation		**369,450.00**		
		27,690,065.64	**71,023,207.71**	

NOW THEREFORE, BE IT RESOLVED that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation is and the same is hereby made for each of the accounts listed on the attached.

2. That each said emergency temporary appropriation will be provided for in the CY 2015 budget under the same title as appropriated above.

3. That one certified copy of this resolution be filed with the Director of Local Government Services.

Adopted by the City Council March 23 , 2015

Abubakar Jalloh, Municipal Clerk

Approved as to form

Vernita E. Sias-Hill, Corporation Counsel

R 114-15

A UPDATED RESOLUTION AUTHORIZING THE ADOPTION OF CURRENT FUND TEMPORARY EMERGENCY APPROPRIATIONS FOR THE MONTHS OF JANUARY – APRIL 2015 PRIOR TO THE ADOPTION OF THE CY 2015 BUDGET TO INCLUDE AN APPROPRIATION FOR THE DECLARATION FOR AN EMERGENCY FOR BUILDING DEMOLITION IN ACCORDANCE WITH N.J.S.A. 40A: 4-20

WHEREAS, N.J.S.A. 40A:4-20 provides authorization for an emergency temporary appropriation after the first thirty days of the calendar year and before the adoption of the CY 2015 Municipal budget; and

WHEREAS, this resolution authorizes appropriations designed to provide for the first four months (33% of 2014) of the 2015 operating year with the exception of debt service, pensions, and obligations associated as identified in the declaration of emergency condition for building demolition which appear in bold print; and

WHEREAS, the total emergency temporary resolution adopted in the year CY 2015 pursuant to the provisions of N.J.C.A. 40A 4-20 (Chapter 96, P.L.1951 as amended) including this resolution total: $27,665,065.64 for the municipal budget; and

Description		Temporary Budget	Adopted CY2014 Budget	% of CY2015 Budget
Office of the Mayor	S&W	49,110.84	147,480.00	33%
Office of the Mayor	OE	7,159.50	21,500.00	33%
City Council	S&W	20,979.00	63,000.00	33%
City Council	OE	11,655.00	35,000.00	33%
Office of the City Administrator	S&W	64,671.26	194,208.00	33%
Office of the City Administrator	OE	5,494.50	16,500.00	33%
Office of the Corporation Counsel	S&W	86,996.25	261,250.00	33%
Office of the Corporation Counsel	OE	173,742.75	521,750.00	33%
Office of the City Clerk	S&W	118,444.10	355,688.00	33%
Office of the City Clerk	OE	24,617.03	73,925.00	33%
Division of Purchasing	S&W	62,502.44	187,695.00	33%
Division of Purchasing	OE	614.39	1,845.00	33%
Centralized Administrative Services	OE	56,729.55	170,359.00	33%
Personnel Division	S&W	82,558.69	247,924.00	33%
Personnel Division	OE	17,898.75	53,750.00	33%
Media	S&W	59,699.57	179,278.00	33%
Media	OE	9,332.33	28,025.00	33%
Division of Audit & Control	S&W	188,942.20	567,394.00	33%
Division of Audit & Control	OE	16,483.50	49,500.00	33%
Department of Administration & Finance	S&W	50,762.52	152,440.00	33%
Department of Administration & Finance	OE	649.35	1,950.00	33%
Division of Information Technology	S&W	99,324.91	298,273.00	33%
Division of Information Technology	OE	26,715.92	80,228.00	33%
Annual Audit	OE	43,922.70	131,900.00	33%
Division of Tax Collection	S&W	98,109.13	294,622.00	33%
Division of Tax Collection	OE	14,302.35	42,950.00	33%
Division of Property Tax Assessment	S&W	74,180.41	222,764.00	33%
Division of Property Tax Assessment	OE	5,328.00	16,000.00	33%
Division of Community Development	S&W	30,437.87	91,405.00	33%
Division of Community Development	OE	0.33	1.00	33%
Division of Health	S&W	181,521.30	545,109.00	33%
Division of Health	OE	29,104.20	87,400.00	33%
Animal Control Services	OE	42,291.00	127,000.00	33%
Community Relations & Social Services	S&W	30,129.17	90,478.00	33%
Community Relations & Social Services	OE	3,330.00	10,000.00	33%
Bilingual Day Care	S&W	33,272.03	99,916.00	33%
Bilingual Day Care	OE	80,869.05	242,850.00	33%
Division of Senior Services	S&W	119,792.09	359,736.00	33%
Division of Senior Services	OE	26,240.40	78,800.00	33%
WIC Program	OE	34,790.18	104,475.00	33%
Police Department	S&W	4,919,680.09	14,773,814.09	33%

R 114-15

AMBATENITA
RESTAURANTE
PANADERIA

Date Issued 1/6/15

UNSAFE STRUCTURE

Block 315 Lot 2 of 1 Construction Code

Address 117 North AVE

THIS BUILDING IS DECLARED UNSAFE
FOR HUMAN OCCUPANCY

NO INDIVIDUAL IS TO OCCUPY
THIS BUILDING UNTIL THE STRUCTURE
IS RENDERED SAFE AND SECURE

This notice shall be posted conspicuously at the site and shall remain so until permission for its removal is granted.

NOTICE OF
UNSAFE STRUCTURE

Application Date:
Control Number: [illegible]
Permit Number: [illegible]
Date Permit Issued:
Notice Date: [illegible]
Violation Number: [illegible]

IDENTIFICATION

[illegible]

UBA-CKP

ATSU
03 21 2015

03 21 2015

KOMATSU
03 21 2015

03 21 2015

03 21 2015

03 21 2015

03 21 2015

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
JOESPH MINAROVICH
CONSTRUCTION OFFICIAL
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07061

ADRIAN O. MAPP
MAYOR

PHILLIP IZZO
DIRECTOR OF INSPECTIONS

TO: Vernita Sias-Hill
Corporation Counsel
FROM: Phil Izzo
Director of Inspections
RE: 117-125 North Ave.

April 2, 2015

RECEIVED

APR - 2 2015

CORPORATION COUNSEL

Ms. Sias-Hill;
I have reviewed documents pages 57-59 as well as the document titled "Procedure for Building Demolition" and verify that the hand written notes were in fact my notations.

Phil Izzo
Director of Inspections

Phone: (908) 226-2665 * Fax (908) 226-8030
Email: Joseph.Minarovich@plainfieldnj.gov
Website: www.plainfieldnj.gov

P.O. Box 1121
South Plainfield, NJ 07080
Fax: 732 662-1660

Yates Real Estate Inc.

To: City of Plainfield
Att: Eric Watson, Director of Public Works **From:** Andre Yates

Fax: (908) 753-3070 **Date:** 3/6/2015

Phone: **Pages:**

Re: **Submission Bid for Demolition of Property, 117-125 North Ave, Plainfield**

Urgent **X For Review** ☐ **Please Comment** **Please Reply** ☐ **Please Recycl**

Please see attached bid submission for Demolition of Property, 117-125 North Ave, Plainfield

Should you have any further questions, Please feel free to give me a call at (908) 482-3553. *

Faxed over imminent hazard
Nancie 3/17 8am

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

March 6, 2015

Bid Submission for demolition of property, 117-125 North Ave, Plainfield, New Jersey

The contractor, Yates Real Estate Inc. proposes to provide all necessary equipment and labor to demolish structure, 117-125 North Ave, Plainfield, New Jersey. Upon completion of demolition, contractor will restore the lot to acceptable conditions. This will consist of backfilling, seeding soil, erecting fencing where needed.

The price for this demolition is $214,500.00.

This price reflects a visual inspection of the exterior and perimeter of the property. However, due to existing hazardous conditions of the building and not being able to gain access to the interior, an in depth analysis was not performed. Therefore, the possibilities exist that the contractor may encounter unforeseen structure and/or material hazards that need to be remediated at additional costs.

The contractor will give the City of Plainfield a percentage discount, if payment is received within 30 days from completion of work.

Andre Yates
General Contractor

Yates Real Estate Inc.

P.O. Box 1121 So. Plainfield, NJ 07080 (732) 662-1660 (Office) (732) 662-1660 (Fax)

March 6, 2015

Bid Submission for demolition of property, 117-125 North Ave, Plainfield, New Jersey

The contractor, Yates Real Estate Inc. proposes to provide all necessary equipment and labor to demolish structure, 117-125 North Ave, Plainfield, New Jersey. Upon completion of demolition, contractor will restore the lot to acceptable conditions. This will consist of backfilling, seeding soil, erecting fencing where needed.

The price for this demolition is $214,500.00.

This price reflects a visual inspection of the exterior and perimeter of the property. However, due to existing hazardous conditions of the building and not being able to gain access to the interior, an in depth analysis was not performed. Therefore, the possibilities exist that the contractor may encounter unforeseen structure and/or material hazards that need to be remediated at additional costs.

The contractor will give the City of Plainfield a percentage discount, if payment is received within 30 days from completion of work.

Andre Yates
General Contractor

* Called 3/11/15 To set up for 9:30 AM Thurs. 3/12

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
JOESPH MINAROVICH
CONSTRUCTION OFFICIAL
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07061

ADRIAN O. MAPP
MAYOR

PHILLIP IZZO
DIRECTOR OF INSPECTIO

Hand delivered to Mr. Yates 3/20/15

PROCEDURE FOR BUILDING DEMOLITION:

PRIOR TO ISSUANCE OF PERMIT:

1. Provide letters of confirmation of disconnect from all public utilities Including PSE&G Service removal Request Form (attached)
2. Letter from Pest Control Co. certifying clearance of building
3. Construction permit application including asbestos abatement And fuel tank removal
4. Copy of letter sent to adjoining property owners notifying them of time and date the demolition is to commence
5. Letter of acknowledgment from the Historic Preservation Committee

AFTER ISSUANCE OF PERMIT:

1. Notify Construction Dept. of start time and date
2. Notify sewer authority- PMUA to cut off sewer line and appropriately cap off sewer line. PMUA will inspect this termination
3. Construction Dept. will inspect the removal of all footings and foundation Prior to backfilling with clean fill. Acknowledge origins of all backfill material used.
4. Provide location of trash and debris termination
5. The Construction Dept. will inspect that top soil is spread raked & seeded prior to stabilization

Phone: (908) 226-2665 * Fax (908) 226-8030
Email: Joseph.Minarovich@plainfieldnj.gov
Website: www.plainfieldnj.gov

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
908 753-3375 (B) 908 753-3070 (F)
E-mail: eric.watson@plainfieldnj.gov

ERIC C. WATSON
DIRECTOR

April 1, 2015

Mr. Andre Yates
Yates Real Estates, Inc.
PO Box 1121
South Plainfield, NJ 07080

RE: Temporary Stop Work Order/Property Damage – RESCINDED - Emergency Demolition of 117-125 North Avenue to be RESUMED.

Dear Mr. Yates:

After careful review of the preliminary inspection at the demolition site, 117-125 North Avenue, Plainfield, New Jersey, cleanup work will be resumed. Property owners will be notified of the new remediation date which will be announced shortly.

All claims have been filed and will be adjusted accordingly.

Very truly yours,

Eric Watson
Director of Public Works &
Urban Development/Engineering

C: A. Mapp, Mayor
B. Rivers, Council President
V. Sias-Hill, Esq.
R. Smiley, City Administrator
R. West, Director, Administration and Finance
P. Izzo, Director Division of Inspections

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
908 753-3375 (B) 908 753-3070 (F)
E-mail: eric.watson@plainfieldnj.gov

ADRIAN O. MAPP
MAYOR

ERIC C. WATSON
DIRECTOR

March 24, 2015

Mr. Andre Yates
Yates Real Estate Inc.
P.O. Box 1121
So. Plainfield, New Jersey 07080

Re: Temporary Stop Work Order / Property Damage - Emergency Demolition of 117-125 North Avenue

Dear Mr. Yates:

Please accept this letter advising of a Temporary Stop Work Order that is being issued on this day in connection with the above captioned project. This Temporary Stop Work Order is necessary so as to address the questions raised by the City Council in connection with this project, to allow time for all insurance related inspections to be conducted of the privately damaged property, and to insure that a coordinated process is in place that will address the private property damage issues that were caused during the demolition on March 21, 2015. After the City receives the additional information from your company and various sources, we will meet to discuss the revised timelines to complete this project.

In closing, the City will communicate its questions and requests for information in writing so that all outstanding matters can be addressed in an informed and orderly manner.

Very truly yours,

Eric Watson
Director of Public Works &
Urban Development/Engineering

C: A. Mapp, Mayor
B. Rivers, Council President
V. Sias-Hill, Esq.

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT

DIVISION OF INSPECTIONS
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
Phone (908) 753-3386 • Fax (908) 226-2580

March 26, 2015

TO: Eric Watson
Director of Public Works &
Urban Development/Engineering
FROM: Phil Izzo
Director of Inspections
RE: 117-125 North Avenue

Eric;
With respect to the declared emergency demolition of 117-125 North Avenue, please review this file which upon acceptance may be forwarded to Purchasing.

Regards,

Phil Izzo
Director of Inspections

CC: Ron West, Rick Smiley, Vernita Sias-Hill

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
DIVISION OF INSPECTIONS
Phillip Izzo, Director
OFFICE OF CONSTRUCTION
Joseph Minarovich, Construction Official
515 WATCHUNG AVENUE, Rm #302, 3rd Flr.
PLAINFIELD, NJ 07060

ADRIAN O. MAPP
MAYOR

ERIC C. WATSON
DEPARTMENT DIRECTOR

Memorandum

To: Phillip Izzo, Director, Division of Inspections

From: Joseph Minarovich, Construction Official

Date: March 26, 2015

RE: Demolition – 117-125 North Avenue

This memo will confirm the above referenced building is down and authorize the partial payment according to the request of Yates Realty. Please accept this letter as certification within my jurisdiction as Construction Official as per 5:23-2.32.

Cc: Eric Watson, Director, DPW & UD
Rick Smiley, City Administrator
Ron West, Director, Administration & Finance
Vernita Sias-Hill, Corporation Counsel

Phone: (908) 226-2665 * Fax (908) 226-8030
Email: joseph.minarovich@plainfieldnj.gov
Website: www.plainfieldnj.gov

From: "Lauren Coe" <lauren.coe@kinsaleins.com>
To: "'Andre Yates'" <yatesrealestate@optonline.net>
Date: 03/30/2015 03:36:21 PM
Subject: **RE: Claim 2819**
Attachments: image001.jpg (6KB), image002.jpg (1KB)

Thank you for providing the documents so promptly. I have a claim number of 3010247, handler is James Lovelch, phone 301 761 3059. I just left a message for him and will let you know what else I find out.

Sincerely,

Lauren Coe, SCLA

Senior Claims Examiner

Kinsale Insurance Company | 2221 Edward Holland Drive | Suite 600 | Richmond, VA 23230

(804) 289-1297 office | (804) 482-2762 fax

Lauren.Coe@kinsaleins.com | www.kinsaleins.com

KINSALE
INSURANCE

This communication constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act, 19 USC 2510, and its disclosure is strictly limited to the recipient intended by the sender of this message. This communication may contain confidential and privileged material for the sole use of the intended recipient and the disclosure to anyone other than the intended recipient does not constitute a loss of the confidential or privileged nature of the communication. If you are not the intended recipient, please contact the sender by return electronic mail and delete all copies of this communication. Please check for any defects or viruses before opening or using any attachments. There is no warranty that this e-mail is virus free or without error. No Kinsale Company is liable if an attachment is altered without its written consent. Thank you.

From: Andre Yates [mailto:yatesrealestate@optonline.net]
Sent: Monday, March 30, 2015 3:20 PM
To: Lauren Coe
Subject: RE: Claim 2819

Hello Lauren,

It was a pleasure speaking with you. Please see attached requested documents. I have spoken with the Owner, Rich Homer at B and B Disposal Company as well as his agent at George M. Comas, Inc who both

states that he has insurance coverage. I was also provided an insurance certificate by the Subcontractor, B and B as I was noted as the additional insured as per written contract. However, I have not be able to get an insurance claim # regarding the loss. Please assist me in achieving this goal.

Should you have any further questions, please feel free to give me a call at (908) 482-3553.

Andre Yates

On Mon, Mar 30, 2015 at 03:00 PM, Lauren Coe wrote:

Good afternoon,

Per our telephone discussion please forward copies of your contract with B & B as well as any other job documents you have in your file. Thank you!

Lauren Coe, SCLA

Senior Claims Examiner

Kinsale Insurance Company | 2223 Edward Holland Drive | Suite 600 | Richmond, VA 23230

(804) 289-1297 office | (804) 482-2762 fax

lauren.coe@kinsaleins.com | www.kinsaleins.com

This communication constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act, 19 USC 2510, and its disclosure is strictly limited to the recipient intended by the sender of this message. This communication may contain confidential and privileged material for the sole use of the intended recipient and the disclosure to anyone other than the intended recipient does not constitute a loss of the confidential or privileged nature of the communication. If you are not the intended recipient, please contact the sender by return electronic mail and delete all copies of this communication. Please check for any defects or viruses before opening or using any attachments. There is no warranty that this e-mail is virus free or without error. No Kinsale Company is liable if an attachment is altered without its written consent. Thank you.

SIMMONS
Pest Management
191 North Ave. Suite # 181
Dunellen, New Jersey 08812

Website: [illegible]
Email: [illegible]

Tel. (908)-757-3295
Fax: (908)-668-8451

March 26, 2015

Andre Yates
117-125 North Ave.
Plainfield, NJ 07060

RE: Pre-demolition for the following location: 117-125 North Ave. Plainfield, NJ 07060

Dear Andre Yates,

Simmons Pest Management has completed the pre-demolition services at the above mentioned property. Re-Inspected property on 3/26/2015 and seen no rodent activity at that time.

The service consisted of baiting the entire interior and exterior perimeter of the building for the control of rodents prior to the demolition of the structure contained within the demolition site. Enclosed please find copies of labels & MSDS sheet(s) of the product(s) used in providing this service.

Elliott D. Simmons
Simmons Pest Management
Sales & Service Representative

NEW JERSEY
AMERICAN WATER
1341 North Ave
Plainfield, New Jersey 07062

March 23, 2015

Yates Real Estate
Mr. Andre Yates
PO Box 1121
South Plainfield, New Jersey 07080
FAX: 732-662-1660

Demolition Letter Regarding: 117-19 North Ave, Plainfield, NJ
Premise 9520214217

To Whom It May Concern,

At New Jersey American Water Company our goal is to provide exceptional service to our customers. The water service at: 117-19 North Ave, Plainfield, NJ has been disconnected for the purpose of demolition.

We hereby notify the contractor/owner on record that the water service has been shut off at the curb. The water meter was abandoned at the property.

If you have any questions on this matter, please call our Customer Service Center, 24 hours a day, 7 days a week at 800-272-1325.

Sincerely,
Customer Service
New Jersey American Water Company
Kym Dunn 908-791-3408 (Local Office)

PSEG

DEMOLITION

P.O. BOX 790
CRANFORD N.J. 07016
PHONE : (800) 817-3366
FAX : (908) 497-1878
demolition@pseg.com

TO : CITY OF PLAINFIELD
FAX : (732) 662-1660
FROM : PSEG DEMOLITION

NO. OF PAGES : 1 NOT INCLUDING COVER SHEET

REMARKS : PLEASE NOTIFY US IMMEDIATELY AT THE ABOVE NUMBER, IF ON YOUR INSPECTION, YOU FIND "LIVE" GAS LINES OR ELECTRIC WIRES, TRANSFORMERS, TRANSFORMER PADS, POLES, ETC THAT HAVE NOT BEEN REMOVED.

PMUA

Sanitary Sewer Division

Plainfield Municipal Utilities Authority • 127 Roosevelt Avenue, Plainfield, NJ 07060 • Tel: (908) 226-2518 • Fax: (908) 226-4918

March 19, 2015

To whom it may concern,

My recommendation to the contractor that is taking down the building at 117-125 North Ave. in Plainfield is to expose the lateral and cap it off. This will satisfy the Plainfield Municipal Utilities Authority Sewer Department.

SDD

Steve Dessino Asst. Superintendent

Public Service Electric and Gas Company
P.O. Box 1023, Cranford, N.J. 07016-0790
demolition@pseg.com

PSEG

27-Mar-15

CITY OF PLAINFIELD
515 WATCHUNG AVE
PLAINFIELD N.J. 07060

Re: Completion of Service Removal

Dear Customer :

As per your request ,the gas and electric services have been disconnected and removed.
At this time, demolition is permitted at the following address:

117-125 NORTH AVE
PLAINFIELD

Please feel free to contact us if you need further assistance with this project or any future projects.
Thank you for your patience, cooperation and continued support.

Sincerely,

Andrew Bugliaro

Andrew Bugliaro Supervisor
PSEG Demolition Department
800-817-3366 ,

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
908 753-3375 (B) 908 753-3070 (F)
E-mail: eric.watson@plainfieldnj.gov

ADRIAN O. MAPP
MAYOR

ERIC C. WATSON
DIRECTOR

NOTICE TO RESIDENTS

3/13/2015

The City of Plainfield has authorized the demolition of 117-125 North Avenue to commence on or about March 24, 2015. All efforts will be made to ensure access to the surrounding properties remain open during what may be a two week project. The Plainfield Police Department will be on site to ensure public safety. Any questions or concerns can be directed to Phil Izzo, Director of Inspections at (908)753-3386.

We thank you in advance for your cooperation as we continue to beautify the City of Plainfield.

NOTIFICACION PARA RESIDENTES

3/13/2015

Les informamos que, la Ciudad de Plainfield a autorizado la demolición de el edificio 117-125 North Ave. La demolición comenzará en or alrededor de el 24 de Marzo 2015. Todos los esfuerzos serán tomados para mantener los negocios en el area abiertos durante el proceso de demolición aproximadamente dos semanas. El departamento de policía estará en el local para asegurar la seguridad y bienestar de el publico, todas su preguntas deben de ser dirigidas a el director de el Departamento de Inspecciones Phil Izzo al 908-753-3386.

Nuestro agradecimiento por adelanto por su cooperación y su ayuda en el embellecimiento de la Ciudad de Plainfield.

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
908 753-3375 (B) 908 753-3070 (F)
E-mail: eric.watson@plainfieldnj.gov

ADRIAN O. MAPP
MAYOR

ERIC C. WATSON
DIRECTOR

FAX TRANSMITTAL

DATE: 3/13/15

TO: Andre Yales FROM: Eric Watson

FAX: 732 662-1660 FAX: 908 753-3070

PHONE: 732 662-1660 PHONE: 908 753-3375

RE: Attached letter

Total Number of pages sent (including cover page) _____

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Message:

Thank you.

CITY OF PLAINFIELD

DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
908 753-3375 (B) 908 753-3070 (F)
E-mail: eric.watson@plainfieldnj.gov

ERIC C. WATSON
DIRECTOR

March 13, 2015

Mr. Andre Yates
Yates Real Estate, Inc.
PO Box 1121
South Plainfield, NJ 07080

Dear Mr. Yates:

Please be advised that your quote of $214,500.00 was accepted for the emergency demolition of 117-125 North Avenue, Plainfield, New Jersey.

Demolition on the property is to commence on Tuesday, March 17, 2015.

Sincerely,

Eric C. Watson / CL

Eric C. Watson, Director
Department of Public Works and
Urban Development

TX Result Report

P 1
03/13/2015 11:45
Serial No. A1UE011012653
TC: 97795

Addressee	Start Time	Time	Prints	Result	Note
917326621660	03-13 11:45	00:00:39	002/002	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, RTX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

CITY OF PLAINFIELD
DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
908 753-3375 (B) 908 753-3070 (F)
E-mail: eric.watson@plainfieldnj.gov

ADRIAN O. MAPP
MAYOR

ERIC C. WATSON
DIRECTOR

FAX TRANSMITTAL

DATE: 3/13/15

TO: Andre Yates FROM: Eric Watson

FAX: 732 662-1660 FAX: 908 753-3070

PHONE: 732 662-1660 PHONE: 908 753-3375

RE: Attached letter

Total Number of pages sent (including cover page) _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Message:

Thank you.