PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. All other changes must be made on the form and submitted to COAH. • = **Required Field: This field must be filled in in order for CTM to save the record.**

PART A – PROJECT HEADER

Municipality: Dumont County: Bergen

- **Project or Program Name:** Community Options, Inc.
- **Project Status** (check current status and enter date of action for that status) **Status Date**

	Status Date
☐ Proposed/Zoned	
☐ Preliminary Approval	
☐ Final Approval	
☐ Affordable Units under Construction	
☑ Completed (all affordable certificates of occupancy (C.O.) issued)	1998
☐ Deleted from Plan	(date approved by COAH)

(*Make sure to click the Current field, to mark your status as the most current status.*)

- **Project Type :** (check one)

☐ Accessory apartments ☐ Assisted Living Residences ☐ Credits without Controls-Prior Cycle

☐ ECHO Units ☐ Inclusionary Development ☐ Market to Affordable ☐ New Construction - 100% Affordable

☐ Redevelopment ☐ Rehabilitation ☑ Supportive/Special Needs Housing

If an Inclusionary Development project, identify Project Sub Type: (check all that apply) •

☐ Units constructed on-site ☐ Units constructed off-site ☐ Combination ☐ Growth Share Ordinance

If a Supp/Spec Needs Housing project, identify Project Sub Type: (check one) •

☐ Transitional Facility for the Homeless ☐ Residential Health Care Facility ☐ Congregate Living Facility Arrangements

☑ Group Homes ☐ Boarding Homes (A through E) (only eligible for credit for 1987-1999 plans)

☐ Permanent Supportive Housing (unit credit) ☐ Supportive Shared Living Housing (bedroom credit)

Revised Dec 2012

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: ☐Round 1 ☐Round 2 ☐Round 3

Project Address: 186 Knickerbocker Road

Project Block/Lot/Qualifier (list all) Block 616 / Lot 8

Project Acreage: _____ **Density:** _____ **Set Aside:** 100%

- **Project Sponsor:** (check one) ☐Municipally Developed ☑Nonprofit Developed ☐Private Developer

Project Sponsor Name: Community Options, Inc.

Project Developer Name: Community Options, Inc.

Planning Regions: (check all that apply)

☑1 ☐2 ☐3 ☐4 ☐4B ☐5 ☐5B

☐Highland Preservation ☐Highlands Planning Area ☐Pinelands ☐Meadowlands

☐CAFRA ☐Category 1 Watershed

Project Credit Type:(check one)

☐Prior-cycle (1980 – 1986) ☑Post-1986 completed Proposed/Zoned ☐Rehabilitation

Project Credit Sub-Type: (if applicable)

☐Addressing Unmet Need ☐Extension of Controls (shown as, "Extension of Credit" in CTM)

- **Construction Type:** (check one) ☑New (includes reconstruction and conversions) ☐Rehabilitation

Flags: (check all that apply) ☐3.1 Phased ☐Durational Adjustment ☐Conversion ☐Court Project

☐Density Increase Granted ☐Mediated Project ☐Overlay Zone ☐Result of Growth Share Ordinance

☐High Poverty Census Tract ☐Off-Site ☐Partnership Project ☐RCA Receiving Project

☐Reconstruction ☐Part of Redevelopment Plan

Project Waiver granted: ☐yes ☐no Round Waiver was granted: ☐R1 ☐R2 ☐R3

Type of Waiver: _____

Number of market units proposed: 0 **Number of market units completed:** 0

Number of market units with certificates of occupancy issued after 1/1/2004: _____

Number of affordable units under construction: _____

Condo Fee percentage: (if applicable) N/A

Affordability Average Percentage: [1] N/A

[1] "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project N/A

Municipal or RCA funds expended N/A

Funding Sources (check all that apply)

☐County HOME ☐County Rehab Funds ☐CDBG ☐Federal Home Loan Bank ☐HODAG
☐ HUD ☐HUD 202 ☐HUD 236 ☐HUD 811 ☐HUD HOPE VI ☐HUD HOME
☐McKinney Funds ☐Fannie Mae Multi-Family ☐UDAG ☐UHORP
☐USDA-FHA Rural Development ☐USDA-FHA - Section 515 ☐Development Fees
☐Municipal Bond ☐Municipal Funds ☐Payment in Lieu ☐Private Financing ☐RCA
☐Capital Funding ☐Balanced Housing ☐ Balanced Housing – Home Express
☐DCA – Low Income House Tax Credit ☐NPP ☐DCA Shelter Support Services ☑DDD
☐DHSS ☐DHHS ☐HMFA Low Income House Tax Credit ☐HMFA ☐HMFA HOME
☐MONI ☐Section 8 ☐Small Cities ☐Other _____

Effective date of affordability controls: _____

Length of Affordability Controls: (in years) _____ or ☐**Perpetual**

Project Contacts: (fill in all that apply)

Administrative Agent: _____

Property Manager: _____

Rehab Program Administrator: _____

Other: _____ _____

For Redevelopment Projects:

Does this project require deed restricted units to be removed? ☐Yes ☐No

If Yes:

# of deed restricted units removed _____
# of moderate income units removed _____
# of low income units removed _____
# of very low income units removed _____
# of rental units removed _____
# of for-sale units removed _____
# of one-bedroom units removed _____
# of two-bedroom units removed _____
# of three-bedroom units removed _____

Revised Dec 2012

PART C – COUNTS

Affordable Unit Counts:

Total non-age-restricted 3 Sales _____ Rentals 3 Total age-restricted _____ Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

Low Income	Non-age restricted	Age-restricted
30% of median income [2]	3	_____
35% of median income [3]	_____	_____
50% of median income	_____	_____
Moderate Income		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units:

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units:

Number of affordable units completed in this project 3

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls _____

[2] Pursuant to N.J.AC. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

[3] Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For **Approved** Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

_____

_____

Revised Dec 2012

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: Dumont

County: Bergen

Sponsor:

Developer: Knickerbocker Rd

Block: 616 Lot: 8

Street Address: 186 Knickerbocker Rd.

Facility Name: Community Options

Section 1: Type of Facility:

- [x] Licensed Group Home
- [ ] Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- [ ] Permanent supportive housing
- [ ] Supportive shared housing
- [ ] Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project:

- [ ] Capital Application Funding Unit $_____
- [ ] HMFA Special Needs Housing Trust Fund $_____
- [ ] Balanced Housing – Amount $_____
- [ ] HUD – Amount $_____, Program_____
- [ ] Federal Home Loan Bank – Amount $_____
- [ ] Farmers Home Administration – Amount $_____
- [ ] Development fees – Amount $_____
- [ ] Bank financing – Amount $_____
- [ ] Other – Please specify: _____

- [ ] For proposed projects, please submit a pro forma
- [ ] Municipal resolution to commit funding, if applicable
- [ ] Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for

Very low-income clients/households ___
Low-income clients/households ___
Moderate-income clients/households ___
Market-income clients/households ___

Section 4: For permanent supportive housing:

Total # of units 3, including:

# of very low-income units ___
# of low-income units ___
# of moderate-income units ___
# of market-income units ___

Section 5:

Length of Controls: ____ years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

Average Length of Stay: ____ months (transitional facilities only)

Section 6:

CO Date: __/__/__

For licensed facilities, indicate licensing agency:

[x] DDD [ ] DMHS [ ] DHSS [ ] DCA [ ] DCF

[ ] Other: _____

Initial License Date: __/__/__

Current License Date: __/__/__

Section 7:

Has the project received project-based rental assistance? ___Yes ✓ No; Length of commitment: _____

Other operating subsidy sources: _____; Length of commitment: _____

Is the subsidy renewable? ___Yes ___No

Section 8: The following verification is attached:

- [ ] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- [ ] Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? [x] Yes ___No

Population Served (describe): People with Developmental Disabilities

Age-restricted? [x] Yes ___No

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes [x] No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: _____ _____
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

License Number GH869

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home

LICENSE

This is to certify that 186 KNICKERBOCKER RD

DUMONT NJ 07628

Operated by **COMMUNITY OPTIONS INC**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 3 (number) Individuals

from 9/30/2013 (date issued) effective to 9/30/2014 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

#3. 95. Clg# 227 First American

10
123

EXECUTION ORIGINAL
(BERGEN)

13-036879 Mortgage
V Bk: 01342 Pg: 0299-0308 Rec. Fee $123.00
John S. Hogan, Bergen County Clerk
Recorded 04/03/2013 03:52:45 PM

1916535

PREPARED BY: Stuart A. Hoberman
RETURN TO: Stuart A. Hoberman
C/o Wilentz, Goldman & Spitzer P.A.
90 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Record and return:
FIRST AMERICAN TITLE
P.O. Box 327
Plainsboro, NJ 08536-0327
Acct # 227

MORTGAGE AND SECURITY AGREEMENT

This MORTGAGE AND SECURITY AGREEMENT (hereafter referred to as "Mortgage") made February 28, 2013, by and between Sun National Bank whose address is 105 Fieldcrest Avenue, 4th Floor, Raritan Plaza III Building, Edison, New Jersey 08837 ("Bank"), and Community Options, Inc., with an office at 16 Farber Road, Princeton, New Jersey 08540 ("Mortgagor"). Bank is the mortgagee hereunder for indexing purposes by the clerk of court. All terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement and the Note.

WITNESSETH:

To secure payment and performance of obligations under this Mortgage and a certain Revolving Credit, Term Loan and Security Agreement by and among Mortgagor, a certain other borrowing entity (collectively with the Mortgagor, the "Borrower") and the Bank dated the date hereof (as amended, restated, replaced, extended and/or modified from time to time, the "Loan Agreement"), a certain Revolving Credit Note (as amended, restated, replaced, increased, extended and/or modified from time to time, the "Revolving Credit Note") dated the date hereof in the original principal amount of $4,000,000 made by Borrower payable to Bank, a certain Term Note (as amended, restated, replaced, increased, extended and/or modified from time to time, the "Term Note" and collectively with the Revolving Credit Note, the "Note") dated the date hereof in the original principal amount of $4,000,000 made by Borrower payable to Bank, any present or future letters of credit issued by Bank for the account of Borrower, the Other Documents (collectively, as amended, restated, replaced, increased, extended and/or modified from time to time, the "Loan Documents"), and swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time), all other indebtedness of the Borrower to Bank whenever borrowed or incurred, whether or not reasonably contemplated by the parties hereto as of the date hereof, and any renewals, extensions, novations, or modifications of the foregoing (collectively the "Obligations"), and in consideration of these premises and for other consideration, Mortgagor does mortgage, grant and convey unto Bank (for itself and its affiliates), its successors and assigns all of Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Property"): (i) all those certain tracts of land described in EXHIBIT A attached hereto and made part hereof (the "Land"); (ii) all buildings and improvements now or hereafter erected on the Land; (iii) all fixtures, machinery, equipment and other articles of real, personal or mixed property attached to, situated or installed in or upon, or used in the operation or maintenance of, the Land or any buildings or improvements situated thereon, whether or not such real, personal or mixed property is or shall be affixed to the Land; (iv) all building materials, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, any construction, repair or renovation of the buildings and improvements situated or to be situated thereon; (v) all leases, licenses or occupancy agreements of all or any part of the Land and all extensions, renewals, and modifications thereof, and any options, rights of first refusal or guarantees relating thereto; all rents, income, revenues, security deposits, issues, profits, awards and payments of any kind payable under the leases or otherwise arising from the Land; (vi) all contract rights, accounts receivable and general intangibles relating to the Land or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies; (vii) all estates, rights, tenements,

hereditaments, privileges, easements, and appurtenances of any kind benefiting the Land; all means of access to and from the Land, whether public or private; and all water and mineral rights; and (viii) all "Proceeds" of any of the above-described property, which term shall have the meaning given to it in the Uniform Commercial Code of the jurisdiction where this Mortgage is recorded (the "UCC"), whether cash or non-cash, and including insurance proceeds and condemnation awards; and all replacements, substitutions and accessions thereof.

In the event that Mortgagor is the owner of a leasehold estate with respect to any portion of the Property and Mortgagor obtains a fee estate in such portions of the Property, then, such fee estate shall automatically, and without further action of any kind on the part of the Mortgagor, be and become subject to the security title and lien of this Mortgage.

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Mortgagor's in and to the Property unto Bank, its successors and assigns, forever.

Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, in fee simple, absolute, that Mortgagor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances. Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Bank and Bank's successors and assigns, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if (i) all the Obligations [including without limitation, all termination payments and any other amounts due under or in connection with any swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) secured hereunder] are paid in full, (ii) each and every representation, warranty, agreement, covenant and condition of this Mortgage, and the other Loan Documents, are complied with and abided by, and (iii) any and all swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) secured hereunder have matured or been terminated, then this Mortgage and the estate hereby created shall cease and be null, void, and canceled of record.

To protect the security of this Mortgage, Mortgagor further represents and agrees with Bank as follows:

Payment of Obligations. That the Obligations shall be timely paid and performed.

Future Advances. This Mortgage is given to secure not only existing Obligations, but also future advances, including obligations under swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) to the same extent as if such future advances and obligations under swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) are made on the date of the execution of this Mortgage. The principal amount including any swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) and future advances that may be so secured may decrease or increase from time to time, but the total amount so secured at any one time shall not exceed $8,000,000, plus all interest, costs, reimbursements, fees and expenses due under this Mortgage and secured hereby. Mortgagor shall not execute any document that impairs or otherwise impacts the priority of any existing or future Obligations secured by this Mortgage.

Grant of Security Interest in Personal Property. This Mortgage constitutes a security agreement under the UCC and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants a security interest in any personal property included in the Property to the extent of Mortgagor's right, title and interest therein. Bank may submit for filing one or more Financing Statements in form satisfactory to Bank and will pay all costs and expenses of filing the same in all public filing offices, where filing is deemed desirable by Bank. Bank is authorized to file Financing Statements relating to the Property without Mortgagor's signature where permitted by law. Mortgagor appoints Bank as its attorney-in-fact to execute such documents necessary to perfect Bank's security interest on Mortgagor's behalf. The appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain outstanding.

Nothing herein obligates Bank to provide credit in excess of the Obligations.

Leases, Subleases and Easements. Mortgagor shall maintain, enforce and cause to be performed all of the terms and conditions under any lease, sublease or easement which may constitute a portion of the Property.

Mortgagor shall not, without the consent of Bank (which consent shall not be unreasonably withheld or delayed), enter into any new lease of all or any portion of the Property, agree to the cancellation or surrender under any lease of all or any portion of the Property, agree to prepayment of rents, issues or profits (other than rent paid at the signing of a lease or sublease), modify any such lease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported new lease, cancellation, surrender, prepayment or modification made without the consent of Bank shall be void as against Bank.

Required Insurance. Mortgagor shall maintain with respect to the Property: (i) during construction of any improvements on the Property, "all-risk" builders risk insurance which must include windstorm, hail damage, fire and vandalism (non-reporting Completed Value with Special Cause of Loss form), in an amount not less than the completed replacement value of the improvements under construction, naming Bank as mortgagee and lender loss payee; (*ii*) upon completion of construction, upon occupancy of any improvements, and at all other times, insurance against loss or damage by fire and other casualties and hazards by insurance written on an "all risks" basis, including malicious mischief coverage, in an amount not less than the replacement cost thereof, including coverage for loss of rents or business interruption if applicable, naming Bank as lender loss payee and mortgagee; (iii) if the Property is required to be insured pursuant to the National Flood Reform Act of 1994, and the regulations promulgated thereunder, flood insurance is required in the amount equal to the lesser of the loan amount or maximum available under the National Flood Insurance Program, but in no event should the amount of coverage be less than the value of the improved structure, naming Bank as mortgagee and lender loss payee. If, after closing, the Property (or any part thereof) is remapped and if the vertical improvements are determined to be located in a special flood hazard area, Mortgagor must obtain and maintain a flood insurance policy. If, within forty-five (45) days of receipt of notification from Bank that the Property has been reclassified by FEMA as being located in a special flood hazard area, Mortgagor has not provided sufficient evidence of flood insurance, Bank is mandated under federal law to purchase flood insurance on behalf of Mortgagor, and Bank will add the associated costs to the principal balance of the Note. If the land or any portion thereof is located in a special flood hazard area, this Mortgage may be terminated by Bank at its sole option; (iv) as applicable, insurance which complies with the workers' compensation and employers' liability laws of all states in which Mortgagor shall be required to maintain such insurance; and (v) liability insurance providing coverage in such amount as Bank may require but in no event less than $5,000,000.00 combined single limit, naming Bank as an additional insured; and (vi) such other insurance as Bank may reasonably require from time to time.

All property insurance policies shall contain an endorsement or agreement by the insurer in form satisfactory to Bank that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor and the further agreement (within both the property and liability policies) of the insurer waiving rights of subrogation against Bank, and rights of set-off, counterclaim or deductions against Mortgagor.

All insurance policies shall be in form, provide coverages, be issued by companies and be in amounts satisfactory to Bank. At least 30 days prior to the expiration of each such policy, Mortgagor shall furnish Bank with evidence reasonable satisfactory to Bank that such policy has been renewed or replaced or is no longer required hereunder. All such policies shall provide that the policy will not be canceled or materially amended without at least 30 days prior written notice to Bank. In the event Mortgagor fails to provide, maintain, keep in force, and furnish to Bank the policies of insurance required by this paragraph, Bank may procure such insurance or single-interest insurance in such amounts, at such premium, for such risks and by such means as Bank chooses, at Mortgagor's expense; provided however, Bank shall have no responsibility to obtain any insurance, but if Bank does obtain insurance, Bank shall have no responsibility to assure that the insurance obtained shall be adequate or provide any protection to Mortgagor.

Insurance Proceeds. After occurrence of any loss to any of the Property, Mortgagor shall give prompt written notice thereof to Bank.

In the event of such loss all insurance proceeds, including unearned premiums, shall be payable to Bank, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Bank and not to Bank and Mortgagor jointly. Bank is hereby authorized by Mortgagor to make proof of loss if not promptly made by Mortgagor, settle, adjust or compromise any claims for loss or damage under any policy or policies of insurance and Mortgagor appoints Bank as its attorney-in-fact to receive and endorse any

insurance proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied. Mortgagor shall pay the costs of collection, including reasonable attorneys' fees, of insurance proceeds payable on account of such damage or destruction. Mortgagor shall have no claim against the insurance proceeds, or be entitled to any portion thereof, and all rights to the insurance proceeds are hereby assigned to Bank as security for payment of the Obligations.

In the event of any damage to or destruction of the Property, Bank shall have the option of applying or paying all or part of the insurance proceeds to (i) the Obligations in such order as Bank may determine, (ii) restoration, replacement or repair of the Property in accordance with Bank's standard construction loan disbursement conditions and requirements, or (iii) Mortgagor. Nothing herein shall be deemed to excuse Mortgagor from restoring, repairing and maintaining the Property as required herein.

Impositions; Escrow Deposit. Mortgagor will pay all taxes, levies, assessments and other fees and charges imposed upon or which may become a lien upon the Property under any law or ordinance (all of the foregoing collectively "Impositions") before they become delinquent and in any event in the same calendar year in which they first become due. Upon request of Bank, Mortgagor shall add to each periodic payment required under the Note the amount estimated by Bank to be sufficient to enable Bank to pay, as they come due, all Impositions and insurance premiums which Mortgagor is required to pay hereunder. Payments requested under this provision shall be supplemented or adjusted as required by Bank from time to time. Such funds may be commingled with the general funds of Bank and shall not earn interest. Upon the occurrence and continuance of a Default, Bank may apply such funds to pay any of the Obligations.

Use of Property. Mortgagor shall use and operate, and require its lessees or licensees to use and operate, the Property in compliance with all applicable laws (including, for example, the Americans with Disabilities Act and the Fair Housing Act) and ordinances, covenants, and restrictions, and with all applicable requirements of any lease or sublease now or hereafter affecting the Property. Mortgagor shall not permit any unlawful use of the Property or any use that may give rise to a claim of forfeiture of any of the Property. Mortgagor shall not allow changes in the stated use of Property from that disclosed to Bank at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Property without prior notice to, and written consent of, Bank.

Maintenance, Repairs and Alterations. Mortgagor shall keep and maintain the Property in good condition and repair to the reasonable satisfaction of Bank. Mortgagor will not remove, demolish or structurally alter any of the buildings or other improvements on the Property (except such alterations as may be required by laws, ordinances or regulations) without the prior written consent of Bank. Mortgagor shall promptly notify Bank in writing of any material loss, damage or adverse condition affecting the Property.

Eminent Domain. Should the Property or any interest therein be taken or damaged by reason of any public use or improvement or condemnation proceeding ("Condemnation"), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Bank. Bank shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation and, at its option, may commence, appear in and prosecute in its own name any action or proceedings relating thereto. Bank shall be entitled to make any compromise or settlement in connection with such taking or damage. All compensation, awards, and damages awarded to Mortgagor related to any Condemnation (the "Proceeds") are hereby assigned to Bank and Mortgagor agrees to execute such further assignments of the Proceeds as Bank may require. Bank shall have the option of applying or paying the Proceeds in the same manner as insurance proceeds as provided herein. Mortgagor appoints Bank as its attorney-in-fact to receive and endorse the Proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied.

Environmental Condition of Property and Indemnity. Mortgagor warrants and represents to Bank, except as reported by Mortgagor to Bank in writing, that: (i) Mortgagor has inspected and is familiar with the environmental condition of the Property; (ii) the Property and Mortgagor, and any occupants of the Property, are in compliance with all applicable federal, state and local laws and regulations intended to protect the environment and public health and safety as the same may be amended from time to time ("Environmental Laws"); (iii) the Property is not and has never been used to generate, handle, treat, store or dispose of, in any quantity, oil, petroleum products, hazardous or toxic substances, hazardous waste, regulated substances or hazardous air pollutants ("Hazardous

Materials") in violation of any Environmental Laws; (iv) no Hazardous Materials (including asbestos, mold or lead paint in any form) are located on or under the Property or emanate from the Property; (v) there are no unregistered underground storage tanks on the Property that are subject to any underground storage tank registration laws or regulations; (vi) no notice has been received with regard to any Hazardous Material on the Property; (vii) no action, investigation or proceeding is pending or to Mortgagor's knowledge threatened which seeks to enforce any right or remedy against Mortgagor or the Property under any Environmental Law; and (viii) all licenses, permits and other governmental or regulatory actions necessary for the Property to comply with Environmental Laws shall be obtained and maintained and Mortgagor shall assure compliance therewith.

Further, Mortgagor represents to Bank that no portion of the Property is a protected wetland. Mortgagor agrees to notify Bank immediately upon receipt of any citations, warnings, orders, notices, consent agreements, process or claims alleging or relating to violations of any Environmental Laws or to the environmental condition of the Property and shall conduct and complete all investigations and all cleanup actions necessary to comply with the Environmental Laws and to remove, in accordance with Environmental Laws, any Hazardous Material from the Property.

Mortgagor shall indemnify, hold harmless, and defend Bank from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys', reasonable consultants' or reasonable experts' fees of every kind and nature incurred, suffered by or asserted against Bank as a direct or indirect result of: (i) representations made by Mortgagor in this Section being or becoming untrue in any material respect; (ii) Mortgagor's violation of or failure to meet the requirements of any Environmental Laws; or (iii) Hazardous Materials which, while the Property is subject to this Mortgage, exist on the Property. Bank shall have the right to arrange for or conduct environmental inspections of the Property from time to time (including the taking of soil, water, air or material samples). The cost of such inspections made after Default (as hereinafter defined) or which are required by laws or regulations applicable to Bank shall be borne by Mortgagor. However, Mortgagor's indemnity shall not apply to any negligent or intentional act of Bank which takes place after foreclosure or satisfaction of this Mortgage. These indemnification obligations are in addition to General Indemnification provisions set forth hereafter. Mortgagor's Obligations under this section shall continue, survive and remain in full force and effect notwithstanding the repayment of the Obligations, a foreclosure of or exercise of power of sale under this instrument, a delivery of a deed in lieu of foreclosure, a cancellation or termination of record of this instrument and the transfer of the Property.

The obligations of the Mortgagor under this Section shall survive termination of this Mortgage, the Loan Agreement and the other Loan Documents and payment in full of the Obligations for a period of one year thereafter.

Appraisals. Mortgagor agrees that Bank may obtain an appraisal of the Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, or any other regulatory agency or at such other times as Bank may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by Bank. The cost of such appraisals shall be borne by Mortgagor. If requested by Bank, Mortgagor shall execute an engagement letter addressed to the appraiser selected by Bank. Mortgagor's failure or refusal to sign such an engagement letter, however, shall not impair Bank's right to obtain such an appraisal. Mortgagor agrees to pay the cost of such appraisal within 10 days after receiving an invoice for such appraisal.

Inspections. Bank, or its representatives or agents, are authorized to enter at any reasonable time upon any part of the Property for the purpose of inspecting the Property and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

Liens and Subrogation. Mortgagor shall pay and promptly discharge all liens, claims and encumbrances upon the Property. Mortgagor shall have the right to contest in good faith the validity of any such lien, claim or encumbrance, provided: (i) such contest suspends the collection thereof or there is no danger of the Property being sold or forfeited while such contest is pending; (ii) Mortgagor first deposits with Bank a bond or other security satisfactory to Bank in such amounts as Bank shall reasonably require; and (iii) Mortgagor thereafter diligently proceeds to cause such lien, claim or encumbrance to be removed and discharged.

Bank shall be subrogated to any liens, claims and encumbrances against Mortgagor or the Property that are paid or discharged through payment by Bank or with loan proceeds, notwithstanding the record cancellation or satisfaction thereof.

Waiver of Mortgagor's Rights. To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisement before sale of any portion of the Property, and/or (ii) in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or any of the other Obligations, and any rights to hearing prior to the exercise by Bank of any right, power, or remedy herein provided to Bank.

To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or seek to take the benefit or advantage of any law now or hereafter in force providing for any exemption (including homestead exemption), appraisement, valuation, stay, extension or redemption, and Mortgagor for themselves and their respective heirs, devisees, representatives, successors and assigns, and for any and all persons claiming any interest in the Property, to the extent permitted by law, hereby waive and release all rights of valuation, appraisement, redemption, stay of execution, the benefit of all exemption laws, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. Mortgagor further waives any and all notices including, without limitation, notice of intention to accelerate and of acceleration of the Obligations.

Payments by Bank. In the event of Default (as hereinafter defined) in the timely payment or performance of any of the Obligations, Bank, at its option and without any duty on its part to determine the validity or necessity thereof, may pay the sums for which Mortgagor is obligated. Further, Bank may pay such sums as Bank deems appropriate in its reasonable discretion for the protection and maintenance of the Property including, without limitation, sums to pay Impositions and other levies, assessments or liens, maintain insurance, make repairs, secure the Property, maintain utility service, intervene in any condemnation and pay reasonable attorneys' fees and other reasonable fees and reasonable costs to enforce this Mortgage or protect the lien hereof (including foreclosure) or collect the Obligations, without limitation, including those incurred in any proceeding including bankruptcy or arbitration. Any amounts so paid shall bear interest at the default rate stated in the Note and shall be secured by this Mortgage.

Indemnification. Mortgagor shall protect, indemnify and save harmless Bank from and against all losses, liabilities, obligations, claims, damages, penalties, fines, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") imposed upon, incurred by or asserted or assessed against Bank on account of or in connection with (i) the Loan Documents or any failure or alleged failure of Mortgagor to comply with any of the terms of, or the inaccuracy or breach of any representation in, the Loan Documents; (ii) the Collateral or any claim of loss or damage to the Property or any injury or claim of injury to, or death of, any person or property that may be occasioned by any cause whatsoever pertaining to the Property or the use, occupancy or operation thereof, (iii) any failure or alleged failure of Mortgagor to comply with any law, rule or regulation applicable to it or to the Property or the use, occupancy or operation of the Property (including, without limitation, the failure to pay any taxes, fees or other charges), provided that such indemnity shall be effective only to the extent of any Damages that may be sustained by Bank in excess of any net proceeds received by it from any insurance of Mortgagor (other than self-insurance) with respect to such Damages, (iv) any Damages whatsoever by reason of any alleged action, obligation or undertaking of Bank relating in any way to or any matter contemplated by the Loan Documents, (v) any claim for brokerage fees or such other commissions relating to the Property or any other Obligations, or (vi) any and all liability arising from any leases related to the Property. Nothing contained herein shall require Mortgagor to indemnify Bank for any Damages resulting from Bank's gross negligence or its willful and wrongful acts. The indemnity provided for herein shall survive payment of the Obligations and shall extend to the officers, directors, employees and duly authorized agents of Bank. In the event the Bank incurs any Damages arising out of or in any way relating to the transaction contemplated by the Loan Documents (including any of the matters referred to in this section), the amounts of such Damages shall be added to the Obligations, shall bear interest, to the extent permitted by law, at the interest rate borne by the Obligations from the date incurred until paid and shall be payable on demand.

Due on Sale or Further Encumbrance or Transfer of an Interest in Mortgagor. Without the prior written consent of Bank in each instance, Mortgagor shall not (i) sell, convey, transfer or encumber the Property, or

any part thereof or interest therein, whether legal or equitable, (ii) cause or permit any transfer of the Property or any part thereof, whether voluntarily, involuntarily or by operation of law, or (iii) enter into any agreement or transaction to transfer, or accomplish in form or substance a transfer, of the Property. A "transfer" of the Property includes: (a) the direct or indirect sale, transfer or conveyance of the Property or any portion thereof or interest therein; (b) the execution of an installment sale contract or similar instrument affecting all or any portion of the Property; (c) if Mortgagor or any general partner or member of Mortgagor, is a corporation, partnership, limited liability company, trust or other business entity, the transfer, pledge, assignment or encumbrance (whether in one transaction or a series of transactions) of any stock, partnership, limited liability company or other ownership interests in such corporation, partnership, limited liability company or entity including, without limitation, changes in stockholders, partners, members, managers, trustees, beneficiaries, or their respective interests; whether directly or indirectly; (d) if Mortgagor, or any general partner or member of Mortgagor, is a corporation, the creation or issuance of new stock by which an aggregate of more than 10% of such corporation's stock shall be vested in a party or parties who are not now stockholders; and (e) an agreement by Mortgagor leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of or the grant of a security interest in and to any Leases.

Bank's consent to any conveyance or encumbrance may be conditioned upon an increase in the interest rate specified in the Note (or other Obligations), an extension or curtailment of the maturity of the Obligations, or other modification of the Note or this instrument.

Remedies of Bank on Default. Failure of Mortgagor or any other person liable to timely pay or perform any of the Obligations is a default under this Mortgage as well as all other Defaults set forth in the other Loan Documents, subject to applicable notice, grace and cure periods, if any. Upon the occurrence of Default the following remedies are available, without limitation, to Bank: (i) Bank may exercise any or all of Bank's remedies under this Mortgage or other Loan Documents including, without limitation, acceleration of the maturity of all payments and Obligations, other than Obligations under any swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) with Bank or any of its affiliates, which shall be due in accordance with and governed by the provisions of said swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time); (ii) Bank may take immediate possession of the Property or any part thereof (which Mortgagor agrees to surrender to Bank) and manage, control or lease the same to such persons and at such rental as it may deem proper and collect and apply Rents to the payment of: (a) the Obligations, together with all costs and reasonable attorneys' fees; (b) all Impositions and any other levies, assessments or liens which may be prior in lien or payment to the Obligations, and premiums for insurance, with interest on all such items; and (c) the cost of all alterations, repairs, replacements and expenses incident to taking and retaining possession of the Property and the management and operation thereof; all in such order or priority as Bank in its sole discretion may determine. The taking of possession shall not prevent concurrent or later proceedings for the foreclosure sale of the Property; (iii) Bank may apply to any court of competent jurisdiction for the appointment of a receiver for all purposes including, without limitation, to manage and operate the Property or any part thereof, and to apply the Rents therefrom as hereinabove provided. In the event of such application, Mortgagor consents to the appointment of a receiver, and agrees that a receiver may be appointed without notice to Mortgagor, without regard to whether Mortgagor has committed waste or permitted deterioration of the Property, without regard to the adequacy of any security for the Obligations, and without regard to the solvency of Mortgagor or any other person, firm or corporation who or which may be liable for the payment of the Obligations; (iv) Bank may exercise all the remedies of a mortgagee as provided by law and in equity including, without limitation, foreclosure upon this Mortgage and sale of the Property, or any part of the Property, at public sale conducted according to applicable law (referred to as "Sale") and conduct additional Sales as may be required until all of the Property is sold or the Obligations are satisfied; (v) With respect to any portion of the Property governed by the UCC, Bank shall have all of the rights and remedies of a secured party thereunder. Bank may elect to foreclose upon any Property that is fixtures under law applicable to foreclosure of interests in real estate or law applicable to personal property; (vi) Bank may bid at Sale and may accept, as successful bidder, credit of the bid amount against the Obligations as reasonable payment of any portion of the purchase price; and (vii) Bank shall apply the proceeds of Sale, first to any fees or attorney fees permitted Bank by law in connection with Sale, second to expenses of foreclosure, publication, and sale permitted Bank by law in connection with Sale, third to the Obligations, and any remaining proceeds as required by law.

Miscellaneous Provisions. Mortgagor agrees to the following: (i) All remedies available to Bank with respect to this Mortgage or available at law or in equity shall be cumulative and may be pursued concurrently or

successively. No delay by Bank in exercising any remedy shall operate as a waiver of that remedy or of any Default. Any payment by Bank or acceptance by Bank of any partial payment shall not constitute a waiver by Bank of any Default; (ii) Mortgagor represents that Mortgagor (a) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated; and (b) has the power and authority to execute, deliver and perform, and by all necessary action has authorized the execution, delivery and performance of, all of its obligations under this Mortgage and any other Loan Document to which it is a party; (iii) The provisions hereof shall be binding upon and inure to the benefit of Mortgagor, its heirs, personal representatives, successors and assigns including, without limitation, subsequent owners of the Property or any part thereof, and shall be binding upon and inure to the benefit of Bank, its successors and assigns and any future holder of the Note or other Obligations; (iv) Any notices, demands or requests shall be sufficiently given Mortgagor if in writing and mailed or delivered to the address of Mortgagor shown above or to another address as provided herein and to Bank if in writing and mailed or delivered to Sun National Bank, 105 Fieldcrest Avenue, 4th Floor, Raritan Plaza III Building, Edison, NJ 08837, or such other address as Bank may specify from time to time and in the event that Mortgagor changes Mortgagor's address at any time prior to the date the Obligations are paid in full, that party shall promptly give written notice of such change of address by registered or certified mail, return receipt requested, all charges prepaid (v) This Mortgage may not be changed, terminated or modified orally or in any manner other than by an instrument in writing signed by the parties hereto; (vi) All references to "Bank" shall mean to "Bank (for itself and its affiliate)"; (vii) The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not a part of this Mortgage; (viii) If the lien of this Mortgage is invalid or unenforceable as to any part of the Obligations, the unsecured portion of the Obligations shall be completely paid (and all payments made shall be deemed to have first been applied to payment of the unsecured portion of the Obligations) prior to payment of the secured portion of the Obligations and if any clause, provision or obligation hereunder is determined invalid or unenforceable the remainder of this Mortgage shall be construed and enforced as if such clause, provision or obligation had not been contained herein; (ix) This Mortgage shall be governed by and construed under the laws of the jurisdiction where this Mortgage is recorded; (x) Mortgagor by execution and Bank by acceptance of this Mortgage agree to be bound by the terms and provisions hereof. This Agreement and the other Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Minimum Standards. In addition to the requirements set forth in the Loan Documents, all surveys, insurance, title policies, construction documents, environmental reports, payment and performance bonds, and any other due diligence or additional documents required in connection with this Loan, shall comply with Bank's minimum standards in place from time to time for such documents, which shall be provided in writing by Bank to Mortgagor upon request.

IN WITNESS WHEREOF, Mortgagor has duly signed and sealed this instrument as of the day and year first above written.

Mortgagor

COMMUNITY OPTIONS, INC,

By: _____

Name: ROBERT STACK
Title: President

State of New Jersey
County of Middlesex

Acknowledgment

I certify that before me appeared this day Robert Stack, the President of Community Options, Inc., a person known to me, who, being informed of the contents thereof, acknowledged execution of the foregoing instrument.

Witness my hand and official seal, this 28th day of February, 2013.

_____, Notary Public

Notary Seal

_____

(Printed Name of Notary)

My Commission Expires: _____

MICHAEL K. KENNEDY
MY COMMISSION EXPIRES DEC. 14 2017
NOTARY PUBLIC, STATE OF NEW JERSEY
ID # 2367845

#6686933.1(144967.047)

EXHIBIT A

186 Knickerbocker Road
City of Dumont, NJ
Lot 8, Block 616

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Dumont, County of Bergen, State of New Jersey:

BEGINNING at an iron pin (found) in the Westerly line of Knickerbocker Road (60 feet wide), said pin being a common corner to Lot 7 and the lot herein described and distant 364.44 feet Southerly along the Westerly line of Knickerbocker Road from the point of intersection of the Southerly line of Grant Avenue (70 feet wide) and running; thence

(1) Along the said Westerly line of Knickerbocker Road, South 04 degrees 10 minutes 50 seconds West, a distance of 43.79 feet to a concrete monument marking an angle point in said road; thence

(2) Still along Knickerbocker Road, South 04 degrees 28 minutes 00 seconds West, a distance of 6.21 feet to a point corner to Lot 9; thence

(3) Along the Northerly line of Lot 9, North 85 degrees 32 minutes 00 seconds West, a distance of 100.00 feet to a point in the rear line of Lot 37; thence

(4) North 04 degrees 28 minutes 00 seconds East, along part of Lot 37 and part of Lot 38, a distance of 50.00 feet to a point corner to Lot 7; thence

(5) Along the Southerly line of Lot 7, South 85 degrees 32 minutes 00 seconds East, a distance of 99.78 feet to the point and place of BEGINNING.

BEING known as Lot 28, in Block 149-G on a map entitled "Supplementary lot map of Franklin Suburbs, Dumont, Bergen Co., N.J. property of Rockledge Homes Corp." filed in the Bergen County Clerk's Office on Nov. 26, 1940 as Map No. 3196.

NOTE FOR INFORMATION ONLY: Being Lot(s) 8, Block 616 Tax Map of the City of Dumont, County of Bergen

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. All other changes must be made on the form and submitted to COAH. • = **Required Field: This field must be filled in in order for CTM to save the record.**

PART A – PROJECT HEADER

Municipality: Dumont County: Bergen

- Project or Program Name: Arc of Bergen and Passaic

- **Project Status** (check current status and enter date of action for that status) **Status Date**

☐ Proposed/Zoned _____
☐ Preliminary Approval _____
☐ Final Approval _____
☐ Affordable Units under Construction _____
☑ Completed (all affordable certificates of occupancy (C.O.) issued) 1996
☐ Deleted from Plan _____ (date approved by COAH)

(*Make sure to click the Current field, to mark your status as the most current status.*)

- **Project Type :** (check one)

☐ Accessory apartments ☐ Assisted Living Residences ☐ Credits without Controls-Prior Cycle
☐ ECHO Units ☐ Inclusionary Development ☐ Market to Affordable ☐ New Construction - 100% Affordable
☐ Redevelopment ☐ Rehabilitation ☑ Supportive/Special Needs Housing

If an Inclusionary Development project, identify Project Sub Type: (check all that apply) •

☐ Units constructed on-site ☐ Units constructed off-site ☐ Combination ☐ Growth Share Ordinance

If a Supp/Spec Needs Housing project, identify Project Sub Type: (check one) •

☐ Transitional Facility for the Homeless ☐ Residential Health Care Facility ☐ Congregate Living Facility Arrangements
☑ Group Homes ☐ Boarding Homes (A through E) (only eligible for credit for 1987-1999 plans)
☐ Permanent Supportive Housing (unit credit) ☐ Supportive Shared Living Housing (bedroom credit)

Revised Dec 2012

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: ☐Round 1 ☐Round 2 ☐Round 3

Project Address: 261 Depew Street

Project Block/Lot/Qualifier (list all) Block 916 / Lot 16

Project Acreage: _____ **Density:** _____ **Set Aside:** 100%

- **Project Sponsor:** (check one) ☐Municipally Developed ☑Nonprofit Developed ☐Private Developer

Project Sponsor Name: Arc of Bergen and Passaic

Project Developer Name: Arc of Bergen and Passaic

Planning Regions: (check all that apply)

☑1 ☐2 ☐3 ☐4 ☐4B ☐5 ☐5B

☐Highland Preservation ☐Highlands Planning Area ☐Pinelands ☐Meadowlands

☐CAFRA ☐Category 1 Watershed

Project Credit Type:(check one)

☐Prior-cycle (1980 – 1986) ☑Post-1986 completed Proposed/Zoned ☐Rehabilitation

Project Credit Sub-Type: (if applicable)

☐Addressing Unmet Need ☐Extension of Controls (shown as, "Extension of Credit" in CTM)

- **Construction Type:** (check one) ☑New (includes reconstruction and conversions) ☐Rehabilitation

Flags: (check all that apply) ☐3.1 Phased ☐Durational Adjustment ☐Conversion ☐Court Project

☐Density Increase Granted ☐Mediated Project ☐Overlay Zone ☐Result of Growth Share Ordinance

☐High Poverty Census Tract ☐Off-Site ☐Partnership Project ☐RCA Receiving Project

☐Reconstruction ☐Part of Redevelopment Plan

Project Waiver granted: ☐yes ☐no Round Waiver was granted: ☐R1 ☐R2 ☐R3

Type of Waiver: _____

Number of market units proposed: 0 **Number of market units completed:** 0

Number of market units with certificates of occupancy issued after 1/1/2004: _____

Number of affordable units under construction: _____

Condo Fee percentage: (if applicable) N/A

Affordability Average Percentage: [1] N/A

[1] "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____ N/A

Municipal or RCA funds expended _____ N/A

Funding Sources (check all that apply)

☐County HOME ☐County Rehab Funds ☐CDBG ☐Federal Home Loan Bank ☐HODAG
☐ HUD ☐HUD 202 ☐HUD 236 ☐HUD 811 ☐HUD HOPE VI ☐HUD HOME
☐McKinney Funds ☐Fannie Mae Multi-Family ☐UDAG ☐UHORP
☐USDA-FHA Rural Development ☐USDA-FHA - Section 515 ☐Development Fees
☐Municipal Bond ☐Municipal Funds ☐Payment in Lieu ☐Private Financing ☐RCA
☐Capital Funding ☐Balanced Housing ☐ Balanced Housing – Home Express
☐DCA – Low Income House Tax Credit ☐NPP ☐DCA Shelter Support Services ☐DDD
☐DHSS ☐DHHS ☐HMFA Low Income House Tax Credit ☐HMFA ☐HMFA HOME
☐MONI ☐Section 8 ☐Small Cities ☐Other _____

Effective date of affordability controls: _____

Length of Affordability Controls: (in years) _____ or ☐**Perpetual**

Project Contacts: (fill in all that apply)

Administrative Agent: _____

Property Manager: _____

Rehab Program Administrator: _____

Other: _____ _____

For Redevelopment Projects:

Does this project require deed restricted units to be removed? ☐Yes ☐No

If Yes:

# of deed restricted units removed _____
# of moderate income units removed _____
# of low income units removed _____
# of very low income units removed _____
# of rental units removed _____
# of for-sale units removed _____
# of one-bedroom units removed _____
# of two-bedroom units removed _____
# of three-bedroom units removed _____

Revised Dec 2012

PART C – COUNTS

Affordable Unit Counts:

Total non-age-restricted 5 Sales ____ Rentals 5 Total age-restricted ____ Sales ____ Rentals ____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

Low Income	Non-age restricted	Age-restricted
30% of median income [2]	5	____
35% of median income [3]	____	____
50% of median income	____	____
Moderate Income		
80% of median income	____	____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units:

Sale units	efficiency low	____	1 bedroom low	____	2 bedroom low	____	3 bedroom low	____
	efficiency mod	____	1 bedroom mod	____	2 bedroom mod	____	3 bedroom mod	____
Rental units	efficiency low	____	1 bedroom low	____	2 bedroom low	____	3 bedroom low	____
	efficiency mod	____	1 bedroom mod	____	2 bedroom mod	____	3 bedroom mod	____

Completed Units:

Number of affordable units completed in this project 5

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls ____

[2] Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

[3] Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For **Approved** Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

_____

_____

Revised Dec 2012

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Dumont County: Bergen

Sponsor: The Arc of bergen and Passaic Developer: _____

Block: _____ Lot: _____ Street Address: 261 Depew St

Facility Name: Dumont Supervised Apartments

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____

- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households	5
Low-income clients/households	____
Moderate-income clients/households	____
Market-income clients/households	____

Section 4: For permanent supportive housing:

Total # of units _____, including:

# of very low-income units	____
# of low-income units	____
# of moderate-income units	____
# of market-income units	____

Section 5:

Length of Controls: _____ years

Effective Date of Controls: _____

Expiration Date of Controls: _____

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

☐ CO Date: _____

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: _____

Current License Date: _____

Section 7:

Has the project received project-based rental assistance? ☐ Yes ☑ No; Length of commitment: _____years

Other operating subsidy sources: _____; Length of commitment: _____years

Is the subsidy renewable? ☐ Yes ☐ No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No

Population Served (describe): ~~ID/DD~~

Age-restricted? ☑ Yes ☐ No

Accessible (in accordance with NJ Barrier Free Subcode)? ☐ Yes ☑ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's xecutive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: _____ _____
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

License Number SA575

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Supervised Apartment
LICENSE

This is to certify that 261 DEPEW ST
APTS A & B

DUMONT NJ 07628

Operated by **Bergen-Passaic ARC**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Supervised Apartment (type of residence) for 5 (number) Individuals

from 4/30/2013 (date issued) effective to 4/30/2014 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

PURCHASE MONEY MORTGAGE

MORTGAGE made this _____ day of September, 19 96 between the Mortgagor, The ARC of Bergen & Passaic Counties, Inc. located at 223 Main Street, Hackensack, NJ 07601, and the Mortgagee, the State of New Jersey, Department of Human Services, 222 South Warren St., Trenton, New Jersey.

WHEREAS the Mortgagor is indebted to the Mortgagee in the sum of Three hundred fourteen thousand four hundred sixty-three dollars ($ 314,463.00), which indebtedness is evidenced by a promissory note dated June 14, 19 96, and by a certain agreement dated June 18, 19 96;

THEREFORE to secure the indebtedness of $ 314,463.00 lawful money of the United States, to be paid in accordance with the aforesaid agreement, the Mortgagor does hereby mortgage the following described property located in the Borough of Dumont, County of Bergen, State of New Jersey, and more particularly described in Exhibit A annexed hereto and made a part hereof, the aforesaid property being designated as Block Nine hundred eighteen (918), Lot Sixteen (16), on the tax map of said Borough, and having a street address of 261 Depew St., Dumont, NJ 07628.

Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid agreement of June 18, 19 96, or upon no-fault termination of said agreement pursuant to Section 8.01 thereof, the entire amount of this mortgage shall, at the option of the Mortgagee, immediately become due and payable. Alternatively, upon Mortgagor default or upon no-fault termination of the agreement of June 18, 19 96, the Mortgagee may exercise other options as set forth in Section 5.02 of said agreement.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the agreement of June 18, 19 96, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid agreement.

The Mortgagor shall keep the building or buildings and improvements now on said premises, or that may hereafter be erected thereon, in good and substantial repair, and, upon failure to do so, the whole indebtedness secured and represented by this mortgage and the note accompanying same shall, at the option of the Mortgagee, become immediately due and payable; and also the Mortgagee may enter upon the premises and repair and keep in repair the same, and the expense thereof shall be added to the sum secured hereby.

In the event that the aforesaid property is condemned, the proceeds of any award for damages, direct as well as consequential, or the proceeds of any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee.

IN WITNESS HEREOF, the Mortgagor has hereto set its hand and seal the day and year first written above.

The ARC of Bergen & Passaic Counties, Inc
Agency Name (Mortgagor)

BY: _____ L.S.
James E. Seath
Executive Director

ATTEST: _____ L.S.
Secretary
Ralph Mastrangelo, Jr.

State of New Jersey, County of Bergen ss.: Be it Remembered, that on September 1996, before me, the subscriber,

personally appeared

who, being by me duly sworn on h oath, deposes and makes proof to my satisfaction, that he is the Secretary of The ARC of Bergen & Passaic Counties, Inc., the agency named in the within Instrument; that James E. Seath is the chief executive officer of said agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of the said agency; that deponent well knows the seal of said agency; and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said chief executive officer as and for the voluntary act and deed of said agency, in the presence of deponent, who thereupon subscribed h name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

_____ _____
Prepared by: *Ralph Mastrangelo, Jr.*

ELIZABETH CARUSO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 3, 2001

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. All other changes must be made on the form and submitted to COAH. • = **Required Field: This field must be filled in in order for CTM to save the record.**

PART A – PROJECT HEADER

Municipality: Dumont County: Bergen

• Project or Program Name: Advance Housing

• **Project Status** (check current status and enter date of action for that status) Status Date

- ☐ Proposed/Zoned
- ☐ Preliminary Approval
- ☐ Final Approval
- ☐ Affordable Units under Construction
- ☑ Completed (all affordable certificates of occupancy (C.O.) issued) 2006
- ☐ Deleted from Plan

(date approved by COAH)

(*Make sure to click the Current field, to mark your status as the most current status.*)

• **Project Type :** (check one)

☐ Accessory apartments ☐ Assisted Living Residences ☐ Credits without Controls-Prior Cycle

☐ ECHO Units ☐ Inclusionary Development ☐ Market to Affordable ☐ New Construction - 100% Affordable

☐ Redevelopment ☐ Rehabilitation ☑ Supportive/Special Needs Housing

If an Inclusionary Development project, identify Project Sub Type: (check all that apply) •

☐ Units constructed on-site ☐ Units constructed off-site ☐ Combination ☐ Growth Share Ordinance

If a Supp/Spec Needs Housing project, identify Project Sub Type: (check one) •

☐ Transitional Facility for the Homeless ☐ Residential Health Care Facility ☐ Congregate Living Facility Arrangements

☐ Group Homes ☐ Boarding Homes (A through E) (only eligible for credit for 1987-1999 plans)

☐ Permanent Supportive Housing (unit credit) ☑ Supportive Shared Living Housing (bedroom credit)

Revised Dec 2012

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: ☐Round 1 ☐Round 2 ☐Round 3

Project Address: 94 Virginia Avenue

Project Block/Lot/Qualifier (list all) Block 919 / Lot 15

Project Acreage: _____ **Density:** _____ **Set Aside:** 100%

- **Project Sponsor:** (check one) ☐Municipally Developed ☐Nonprofit Developed ☐Private Developer

Project Sponsor Name: Advance Housing

Project Developer Name: Advance Housing

Planning Regions: (check all that apply)

☑1 ☐2 ☐3 ☐4 ☐4B ☐5 ☐5B

☐Highland Preservation ☐Highlands Planning Area ☐Pinelands ☐Meadowlands

☐CAFRA ☐Category 1 Watershed

Project Credit Type:(check one)

☐Prior-cycle (1980 – 1986) ☑Post-1986 completed Proposed/Zoned ☐Rehabilitation

Project Credit Sub-Type: (if applicable)

☐Addressing Unmet Need ☐Extension of Controls (shown as, "Extension of Credit" in CTM)

- **Construction Type:** (check one) ☑New (includes reconstruction and conversions) ☐Rehabilitation

Flags: (check all that apply) ☐3.1 Phased ☐Durational Adjustment ☐Conversion ☐Court Project

☐Density Increase Granted ☐Mediated Project ☐Overlay Zone ☐Result of Growth Share Ordinance

☐High Poverty Census Tract ☐Off-Site ☐Partnership Project ☐RCA Receiving Project

☐Reconstruction ☐Part of Redevelopment Plan

Project Waiver granted: ☐yes ☐no Round Waiver was granted: ☐R1 ☐R2 ☐R3

Type of Waiver: _____

Number of market units proposed: 0 **Number of market units completed:** 0

Number of market units with certificates of occupancy issued after 1/1/2004: _____

Number of affordable units under construction: _____

Condo Fee percentage: (if applicable) N/A

Affordability Average Percentage:[1] N/A

[1] "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project N/A

Municipal or RCA funds expended N/A

Funding Sources (check all that apply)

☐County HOME ☐County Rehab Funds ☐CDBG ☐Federal Home Loan Bank ☐HODAG
☐ HUD ☐HUD 202 ☐HUD 236 ☐HUD 811 ☐HUD HOPE VI ☐HUD HOME
☐McKinney Funds ☐Fannie Mae Multi-Family ☐UDAG ☐UHORP
☐USDA-FHA Rural Development ☐USDA-FHA - Section 515 ☐Development Fees
☐Municipal Bond ☐Municipal Funds ☐Payment in Lieu ☐Private Financing ☐RCA
☐Capital Funding ☐Balanced Housing ☐ Balanced Housing – Home Express
☐DCA – Low Income House Tax Credit ☐NPP ☐DCA Shelter Support Services ☐DDD
☐DHSS ☐DHHS ☐HMFA Low Income House Tax Credit ☑HMFA ☐HMFA HOME
☐MONI ☐Section 8 ☐Small Cities ☑Other HUD Prac 611

Effective date of affordability controls: _____

Length of Affordability Controls: (in years) 40 or ☐Perpetual

Project Contacts: (fill in all that apply)

Administrative Agent: _____

Property Manager: _____

Rehab Program Administrator: _____

Other: _____ _____

For Redevelopment Projects:

Does this project require deed restricted units to be removed? ☐Yes ☐No

If Yes:

# of deed restricted units removed _____
# of moderate income units removed _____
# of low income units removed _____
# of very low income units removed _____
# of rental units removed _____
# of for-sale units removed _____
# of one-bedroom units removed _____
# of two-bedroom units removed _____
# of three-bedroom units removed _____

Revised Dec 2012

PART C – COUNTS

Affordable Unit Counts:

Total non-age-restricted 3 Sales _____ Rentals 3 Total age-restricted _____ Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

Low Income	Non-age restricted	Age-restricted
30% of median income [2]	_____	_____
35% of median income [3]	3	_____
50% of median income	_____	_____
Moderate Income		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units:

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units:

Number of affordable units completed in this project 3

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

[2] Pursuant to N.J.AC. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

[3] Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For **Approved** Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

_____

_____

Revised Dec 2012

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: Dumont

County: Bergen

Sponsor: HUD

Developer: Advance Housing, Inc.

Block: 919 Lot: 15

Street Address: 94 Virginia Avenue

Facility Name: Advance Supportive Housing II

Section 1: Type of Facility:

- ☐ Licensed Group Home
- ☐ Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☑ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $_____
- ☑ HMFA Special Needs Housing Trust Fund $ 415,000
- ☐ Balanced Housing – Amount $_____
- ☑ HUD – Amount $ 400,000 Program Prac 811
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☑ Development fees – Amount $ 60,000
- ☐ Bank financing – Amount $_____
- ☐ Other – Please specify: _____

- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households _____
Low-income clients/households _____
Moderate-income clients/households _____
Market-income clients/households _____

Section 4: For permanent supportive housing:

Total # of units 3 _____, including:

# of very low-income units _____
# of low-income units 3
# of moderate-income units _____
# of market-income units _____

Section 5:

Length of Controls: 40 years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

CO Date: 3/19/06

For licensed facilities, indicate licensing agency:

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☑ Other State of NJ Dept of Human Services

Initial License Date: __/__/__

Current License Date: 7/23/16

Section 7:

Has the project received project-based rental assistance? ___Yes ___No; Length of commitment: _____

Other operating subsidy sources: HUD; Length of commitment: 1 year

Is the subsidy renewable? ✓ Yes ___No

Section 8: The following verification is attached:

- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ✓ Yes ___No

Population Served (describe): disabled mentally ill

Age-restricted? ___Yes ✓ No

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes ✓ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS waiting list
- ☑ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: _____ 12/31/15
Project Administrator — Date

Certified by: _____ _____
Municipal Housing Liaison — Date

RECORD AND RETURN TO:
Beverly Harding, Paralegal
New Jersey Housing & Mortgage Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

Advance Supportive Housing II, DMHS #7
Section 811 Bridge Loan Program

FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

and

ADVANCE HOUSING, INC.

Prepared by:

Robert J. Shaughnessy, Jr.
Deputy Attorney General

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Schedule A. Legal Description

Inst# 10707L01

THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement"), made and entered into as of this 25th day of June, 2004, by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency" or "Lender"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey (the "State") and the **ADVANCE HOUSING, INC.** (the "Borrower"), a nonprofit corporation, organized and existing under the laws of the State of New Jersey, with offices office at 100 First Street, Suite 203, Hackensack, NJ.

WITNESSETH

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Agency and the Owner hereby agree as follows:

Section 1. Definitions and Interpretation. The following terms shall have the respective meanings set forth below:

"Act" means the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended from time to time, P.L. 1983, c. 530, N.J.S.A. 55:14K-1 et seq. , and the regulations promulgated thereunder.

"Assignment of Leases" means the Assignment of Leases given by the Owner to the Agency as additional security for the repayment of the First Mortgage Loan.

"DMHS" means the New Jersey Department of Human Services, Division of Mental Health or its successors and assigns.

"Event of Default" means any of the events set forth in Section 29 and 43 of this Agreement.

"First Mortgage" or **"Mortgage"** means the mortgage of even date herewith that constitutes a First lien on a fee simple interest in the Project and Land, given by the Owner to the Agency to secure the First Mortgage Loan.

"First Mortgage Loan" means the loan made to the Owner by the Agency to finance a portion of the costs of the Project that is or will be located on the real property described in Schedule A attached hereto, as evidenced by the First Mortgage Note and secured by the First Mortgage.

"First Mortgage Note" or **"Note"** means the interest bearing non-recourse promissory note that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the First Mortgage Loan.

FILED

JUN 28 2004

BERGEN COUNTY CLERK
HACKENSACK, NJ
Kathleen A. Donovan

"HUD" means the United States Department of Housing and Urban Development.

"HUD Deed Restriction" means the deed of easement and restrictive covenants executed or to be executed by Owner in favor of HUD and running with the Land that restricts the use and occupancy of the Project and Land under the Section 811 Program of HUD, and which will become effective upon termination of this Agreement.

"Improvements" means the building together with all fixtures and utility improvements, easements and rights of way which are owned by the Owner and located on the Land.

"Land" means the real property described in Schedule A attached hereto, on which the Project is located.

"Loan" means the First Mortgage Loan.

"Loan Documents" means and includes this Agreement, the First Mortgage Note, the First Mortgage, the UCC-1 Financing Statements, the Security Agreement and the Assignment of Leases.

"Low and Moderate Income Tenants" means tenants that have income of not more than 50% of the area median gross income.

"Permitted Encumbrances" means any:

(i) Utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the Project or Land for the purposes for which it is intended;

(ii) Liens which are being contested in good faith and for which the Owner has provided security satisfactory to the Agency;

(iii) Liens subordinate to the First Mortgage Loan arising due to any monies loaned in connection with the Project or other monies loaned to the Owner, provided such liens are disclosed to and approved by the Agency in writing

"Program" means the New Jersey Community Housing Demonstration Program generally, and specifically, DMHS/NJHMFA Section 811 Bridge Loan Program, as amended and may be amended from time to time.

"Project" means the Improvements located on the Land described in Schedule A attached hereto, the acquisition of which, together with the Land, is financed, in part, with the proceeds of the First Mortgage Loan

"Regulations" means the regulations promulgated or proposed by HUD.

"Section 811 Funds" means the proceeds of the HUD Section 811 Program for Capital Advance funds and Project Rental Assistance funds pursuant to the HUD Section 811 Fund Reservation Notification of Selection issued for this Project by HUD under the HUD Section 811 Program, as may be amended or continued from time to time.

"Section 811 Program" means the HUD Section 811 Supportive Housing Program For Persons with Disabilities, as same may be amended or continued from time to time, under which the Section 811 Funds are anticipated.

"Security Agreement" means that certain Security Agreement by and between the Owner and the Agency of even date herewith.

"State" means the State of New Jersey.

"UCC-1" means the UCC-1 Financing Agreement(s) of even date herewith.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice-versa, when appropriate. This Agreement and all the terms and provisions thereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

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

Section 2. <u>Background and Purpose</u>. The Owner owns or proposes to acquire, rehabilitate and operate a Project to be located on the Land described in Schedule "A". The Project, to be known as Advance Supportive Housing II , located at 94 Virginia Avenue, Dumont, Bergen County, New Jersey.

The development plan for the Project involves the acquisition and substantial rehabilitation of an existing property consisting of a three-bedroom single-family home, to provide permanent supported housing for three (3) individuals who are consumers of mental health services served under contract with the Division of Mental Health Services.

The Borrower has obtained a fund reservation commitment from the HUD for Section 811 Funds for the acquisition, rehabilitation and operation of the Project. The Agency is providing a bridge loan, secured by the First Mortgage, for acquisition of the Project and Land by Owner in anticipation of the Owner's receipt of the Section 811 Funds. Upon the maturity date of the First Mortgage Note or upon receipt of the Section 811 Funds, whichever shall first occur, the Owner shall repay in full the First Mortgage Loan, in accordance with the terms of the First Mortgage Note.

In connection with the Mortgage, the Owner and the Agency have entered into this Agreement.

In connection with its application for the Loan, the Owner has furnished to the Agency various details as to the Project, including the description of Land on which it is to be situated, plans and specifications for the rehabilitation of the Project, the tenant population that shall be housed in the Project, the number of units of each type to be included therein, the estimated costs of providing the Project, details as to the Project income and expenses of the Project once rehabilitated and placed in operation and arrangements for any tax abatement for the Project.

Section 3. **Residential Rental Property**. The Owner hereby represents, covenants, warrants and agrees that:

(a) The proposed development plan involves the acquisition, rehabilitation, including accessibility modifications, and operation of the Project. When rehabilitation is completed, the Project will include one (1) single family residential unit with three (3) beds to be used as supportive rental housing for persons with serious and persistent mental illness and concurrent medical problems who are consumers of mental health services served under contract with the Division of Mental Health Services

(b) All of the units in the Project are to be utilized at all times in accordance with the types of use as permitted by the Act and the Program and as may be approved by the Agency. All apartments shall be subject to use and occupancy and/or lease agreements between the Owner and the residents. The form of agreement shall be in a form acceptable to DMHS. Initial rents as well as future rental increases will be in an amount acceptable to DMHS and, during the term of this Agreement, the Agency.

Section 4. **Low and Moderate Income Tenants**. The Owner hereby represents, warrants and covenants that all of the apartments shall be occupied or available for occupancy by persons whose income(s) is 50% or less of the median income for Bergen County, for a period of forty (40) years beyond the term of this Agreement or as shall be required by the HUD Deed Restriction.

Section 5. **Additional Representations, Covenants and Warranties of the Owner.** The Owner represents, warrants and covenants that:

(a) The Owner (i) is a nonprofit corporation, duly organized, validly existing and in good standing under the laws of the State and duly authorized to transact business in the State; (ii) has filed with the Agency a true and complete copy of its Certificate of Incorporation with all amendments, if any, thereto; (iii) has the power and authority to own or lease its properties and assets, including the Project and the Land, and to carry on its business as now being conducted (and as now contemplated), and to borrow the proceeds of the Loan; and (iii) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

(b) All necessary legal action has been taken to authorize the execution, delivery and performance of the Loan Documents by the Owner.

(c) The Loan Documents have been duly executed and delivered by the Owner and constitute the valid and legally binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

(d) To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the Loan Documents and other instruments required pursuant to this Agreement by the Owner, (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulations, any order of any court or other agency or government or any provision of any document to which the Owner is a party, and (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement or other instrument to which the Owner is a party, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the Permitted Encumbrances.

(e) The Owner will, at the time of execution of this Agreement or at the time of the closing of the Loan and subject only to such exceptions as have been disclosed in writing to the Agency and which will not materially interfere with or impact the beneficial use of the Project and Land for purposes of the Project; have good and marketable title to fee simple interest in the premises constituting the Land and the Project free and clear of any lien or encumbrance (subject to Permitted Encumbrances and encumbrances created or contemplated pursuant to this Agreement).

(f) There is, after due and diligent inquiry, no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(g) To the best of the Owner's knowledge after due and diligent inquiry, the operation of the Project in the manner presently contemplated and as described in this Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Owner has caused or will cause the Project to be designed and/or rehabilitated in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality and will proceed with due diligence upon receipt of the Section 811 Funds to rehabilitate the Project.

Further, the Owner has received or shall obtain all necessary governmental approvals and building permits for construction, rehabilitation and operation of the Project and shall obtain in a timely manner any and all required extensions of governmental approvals, including, but not limited to, site plan approval.

(h) The Owner has filed, caused to be filed by it, or shall file all federal, state and local tax returns which are required to be filed by it, if any, and has paid or caused to be paid all taxes as shown on said return or on any assessment received by it, to the extent that such taxes have become due.

(i) To the best of the Owner's knowledge, after due and diligent inquiry, the Owner is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party that may materially affect this Project.

Further, the Owner agrees to proceed with due diligence to meet all of the requirements and conditions of HUD prerequisite to HUD's payment to Owner of the Section 811 Funds, so as to enable HUD to pay to Owner such Section 811 Funds at or prior to the maturity date of the First Mortgage Note.

(j) The information contained in the Project description provided in the applications for the Loan is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(k) Except for Leases contemplated by the Project and Section 16 of this Agreement, the Owner shall not during the term of this Agreement sell, transfer or exchange, the Project or the Land (or any part thereof or any interest therein) at any time except in accordance with the terms of the First Mortgage, this Agreement, the Act and the regulations promulgated pursuant to the Act, and unless such sale, transfer or exchange shall have been approved by the Agency. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency that such acquisition is subject to the requirements of this Agreement. This provision shall not act to waive any other restriction on such sale, transfer or exchange.

(l) The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and the First Mortgage, and in any event, the requirements of this Agreement and the First Mortgage are paramount and controlling as to the rights and obligations herein and such requirements shall supersede any other requirements in conflict herewith and therewith.

(m) All statements contained in all applications, correspondence or other materials delivered to the Agency by the Owner in connection with its consideration of the Loan to the Owner or relating to the Project are materially true and correct.

(n) The representations, covenants and warranties of the Owner contained in this Agreement on the date of its execution are true and shall continue to be true at all times during the term of this Agreement.

(o) No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the First Mortgage or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

Section 6. <u>Covenants to Run With the Land</u>. The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and shall pass to and be binding

upon the Owner's assigns and successors in title to the Land or the Project; provided, however, that upon the termination of this Agreement in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Land or Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

Section 7. Term. This Agreement shall remain in full force and effect until all indebtedness from the Owner to the Agency in respect to the Project shall have been paid in full and a HUD Deed Restriction and/or Regulatory Agreement, in form and with terms acceptable to the Agency, has been delivered to the Agency in accordance with the provisions of this Agreement and the other Loan Documents.

It is expressly understood and agreed by Owner that the agreement by Owner to the restrictions on the use of the Project and Land and the occupancy restrictions, as set forth in this Agreement, are material conditions of the Agency to the making of the First Mortgage Loan to the Owner. Accordingly and notwithstanding the repayment of the Principal Sum , the interest due and any other repayments that may be due to the Agency under the Loan Documents, the Owner hereby agrees that the Agency shall not be required to release and discharge the First Mortgage and terminate this Agreement until the Agency shall have first received, in recordable form, a fully executed HUD Deed Restriction under HUD's Section 811 Program in form and upon terms acceptable to the Agency for the continued restrictions on the use and occupancy of the Project and Land. Until such time, the Owner, for itself, its successors and assigns, hereby agrees that this Agreement shall remain in full force and effect.

Section 8. Rehabilitation of Project. During the term of this Agreement, the Owner agrees that it shall not undertake or commence any rehabilitation, construction or modification (individually and collectively, the "Rehabilitation") to the Project or Land without the prior, express review and written approval of the Agency, which review and approval shall include, without limitation, all plans, specifications and contracts for such Rehabilitation and provide for inspection by Agency staff of any and all such Rehabilitation work. It is hereby acknowledged by the Owner and Agency that the Rehabilitation contemplated for this Project is anticipated to commence after the Mortgage Loan has been repaid in full to the Agency pursuant to the First Mortgage Note.

Section 9. Insurance; Condemnation. The Owner shall cause the buildings on the premises and the fixtures and articles of personal property covered by the Mortgage to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency, including, but not by way of limitation, flood insurance if any part of the Project is located in an area designated by or on behalf of the federal government as having specific flood hazard. Such insurance shall be written by such companies, in an amount not less than the full insurable value of the Project exclusive of excavations and foundations and in such forms as are satisfactory to the Agency. The Owner shall assign and deliver the policies to the Agency, and the Agency shall be loss payee under such policies. Such policies shall provide that the insurer may not

cancel the policy and will not refuse to renew the policy except after thirty (30) calendar days written notice to the Agency. If the Agency shall not receive evidence satisfactory to it of the existence of effective insurance coverage as required by the Agency, the Agency may (but shall not be required to) obtain such coverage and the Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed the amount of such premiums shall be added to the principal amount of the First Mortgage and shall bear interest at the then current rate being paid by the Agency on its borrowing as determined in good faith by the Agency. Valid participation by the Owner in a blanket insurance program offered by or through the Agency or approved by the Agency shall be satisfactory evidence of the required insurance for each type or class of coverage.

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Agency (which judgment shall be conclusive): (a) the Project can be replaced or restored in whole or in part, and (b) the Project as so replaced will produce sufficient income to meet the obligations of the Owner under the Loan Documents, the proceeds of insurance or condemnation, together with any other money available for such purpose, if sufficient, shall be made available to the Owner, subject to the approval of the Agency. To the extent the Project is not replaced or restored, the balance of such proceeds shall be applied to the indebtedness secured thereby. Nothing in this Section shall affect the lien of this Agreement and the obligation of the Owner under the Loan Documents to pay the entire balance of the Loan.

The Owner shall obtain and maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including workers' compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance with limits of not less than $1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and $1,000,000 per accident or occurrence on account of damage to the property of others and a blanket excess liability policy in an amount not less than $20,000,000, protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. Owner shall also maintain use and occupancy insurance covering loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount not less than one year's gross rental income. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one-half times the maximum monthly rent roll.

The Owner covenants and agrees to make all payments for insurance policy renewals in a timely manner and to provide the Agency with paid receipts evidencing such payments within fifteen (15) days of the due dates for each of such payments.

Section 10. <u>Taxes or Payments in Lieu of Taxes</u>. The Owner covenants and agrees to pay any valid municipal and local taxes or payments in lieu of taxes, charges, assessments, electric charges, water charges and/or sewer charges, and in default thereof the Agency may pay the same. Any such sum or sums so paid by the Agency shall be added to the principal sum secured by the First

Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investment as determined in good faith by the Agency.

The Owner covenants and agrees to make all payments for municipal taxes or payments in lieu of taxes, charges, assessments, electric charges, water charges and/or sewer charges in a timely manner and to provide the Agency with paid receipts evidencing such payments within fifteen (15) days of the due dates for each of such payments.

Section 11. Liens. The Owner covenants and agrees to maintain its right, title and interest in the Project and Land and all items enumerated in Section 7 of the Mortgage free and clear of all liens and security interests, except Permitted Encumbrances, those exceptions identified and set forth in the title insurance commitment issued by **Old Republic National Title Insurance Company** dated **March 15, 2004,,** (title commitment/policy # **CTA 03-30190**) and continued to the date of this Agreement. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project which is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any such lien, and the Owner shall promptly reimburse the Agency for any amounts so paid. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the Principal Sum as defined in and secured by the First Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency.

Section 12. Encumbrances - Sale of Project. The Owner covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues thereof without prior written consent of the Agency, except by leasing to eligible residential tenants as provided by the Mortgage and this Agreement.

Section 13. Maintenance, Repair and Replacement. The Owner covenants and agrees to maintain the Project and the housing units contained therein and the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations.

Following completion of the rehabilitation, during the term of this Agreement, the Owner will not make any substantial alteration in the Project without the consent of the Agency, nor will the Owner permit the removal of any fixtures or articles of personal property except in connection with the replacement thereof with appropriate property of at least equal value and free of all liens or claims.

The Owner will not permit any waste with respect to the Project or any of its real or personal property without the consent of the Agency, or make any alteration which will increase the hazard of fire or other casualty.

Section 14. Advance Amortization Payments. The Note is pre-payable at any time without a prepayment penalty.

Section 15. Compliance with the Act and Agency's Regulations. The Owner covenants and agrees to comply with the Act and any regulations promulgated pursuant thereto, and with any amendments or supplements to the Act or regulations.

Section 16. Use of Project - Leasing. Except as otherwise expressly provided in Section 3 and 4 of this Agreement or as otherwise agreed to in writing by the Agency, and except for facilities approved by the Agency as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely (or as otherwise may be approved by the Agency) to provide handicapped accessible, affordable housing units under the Program.

Rent increases for any dwelling unit shall be made pursuant to procedures prescribed by the Agency's rent increase regulations if rent is charged.

Section 17. Consideration for Lease. The Owner covenants and agrees not to require as a condition of the occupancy or leasing of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent, plus a security deposit not in excess of one (1) month's rent to guarantee the performance of the covenants of the rent agreement or lease.

Section 18. Security Deposit The Owner covenants and agrees to deposit all moneys paid to the Owner by any resident, if any, as a security deposit for the payment of rent or other allowable charges under any use and occupancy agreement and/or lease in a separate interest-bearing bank account held and maintained in accordance with applicable law.

Section 19. Account for Project Revenues. The Owner covenants and agrees to establish an account for Project Revenues. "Project Revenues" shall mean all rents and other revenues of any type whatsoever received in respect of the Project or the Owner, except for Loan disbursements. Project Revenues shall be deposited in such account. If the Agency so elects, this account shall be under the joint control of the Agency and the Owner, with all withdrawals requiring a countersignature by one of the authorized representatives of the Agency.

Section 20. Inspection of Premises. The Owner covenants and agrees to permit the Agency, its agents or representatives, to inspect the Project at any and all reasonable times with or without notice, pursuant to the provisions of the Act.

Section 21. Books and Records. The Owner covenants and agrees to maintain adequate books and records of its transactions with respect to the Project. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with notice, pursuant to the provisions of the Act. The Owner further covenants and agrees to cause the financial affairs with respect to the Project to be audited by independent certified public accountants and shall furnish the Agency with its audit report of such accountants as may from time to time be required by the Agency. The Owner shall furnish to the Agency such other information and reports respecting the Project as may from time to time be required by the Agency.

Section 22. Management Contract. The Owner may, and if the Agency so elects, shall

contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be the subject of a consultation between the Agency and the Owner and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

Section 23. Prohibited Actions. Except with the express approval of the Agency, which approval shall not be unreasonably withheld, the Owner shall not utilize Project Revenues (as defined in Section 19 hereof), Loan disbursements or grant advances:

1. incur any liabilities, except in connection with the acquisition, rehabilitation and rental of the Project and its operation and maintenance;

2. engage in any business activity except the ownership and operation of the Project;

3. enter into contracts for managers, attorneys, accountants or other services without the prior written approval of the Agency;

4. pay more than fair market value thereof for goods or services; and

5. pay compensation to any officer, director or partner in such capacity or make any cash distribution to any of the foregoing.

Section 24. Transfers of Ownership Interests. The Owner shall not transfer or sell any interest in the Project, except in accordance with the Agency's regulations governing such transfers.

Section 25. Statutory Powers and Restrictions. The Mortgage shall be subject to the restrictions in the Act, and in connection therewith, the Agency shall have the powers set forth in the Act and the regulations now or hereafter promulgated pursuant to the Act, and the Owner hereby consents to such restrictions and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in this Agreement.

Section 26. Accounting in Event of Default; Estoppel. Upon the occurrence of an Event of Default and within ten (10) business days of demand therefor by the Agency, and otherwise within ten (10) business days of written demand by the Agency, the Owner will furnish to the Agency in writing a statement of the principal amount remaining due on the Loan, together with a statement of any known defenses which may exist as to any liability of the Owner on the Notes or otherwise thereunder.

Section 27. Financing Statements. The Owner hereby irrevocably authorizes the Agency to execute on its behalf one or more financing statements or renewals thereof in respect to any of the security interests granted by the Mortgage.

Section 28. Assignment by Agency. The Owner hereby consents to any assignment of any

Loan Document by the Agency.

Section 29. Defaults. Each of the following shall be an Event of Default:

(a) failure by the Owner to pay more than thirty (30) calendar days after the due date the entire unpaid principal balance, all accrued interest on the Loan, or any other payment required by the Owner to the Agency or any other person pursuant to the terms of the this Agreement, the First Mortgage or the other Loan Documents; provided, however, that interest shall accrue on any payment made beyond its due date;

(b) commission by the Owner of any act prohibited by the terms of this Agreement, the First Mortgage or any other Loan Document, failure by the Owner to perform or observe in a timely fashion any action or covenant required by any of the terms of this Agreement, the First Mortgage or any other Loan Document, or failure by the Owner to produce satisfactory evidence of compliance therewith;

(c) the filing by the Owner under any federal or state bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;

(d) the filing against the Owner of a petition seeking its adjudication as a bankrupt or the appointment of a receiver for the benefit of its creditors which shall not have been dismissed within sixty (60) calendar days of the filing thereof, or the adjudication of the Owner as a bankrupt or the appointment of a receiver for the benefit of its creditors; or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of the Owner or of any of its property or the taking of possession of the Owner or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than sixty (60) calendar days;

(e) the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 9;

(f) any representation in conjunction with the Loan and the Project by or on behalf of the Owner that is knowingly false or misleading in any respect or warranty of the Owner that is breached;

(g) any material breach by the Owner of its obligations or any failure to observe its covenants under this Agreement, the First Mortgageand the other Loan Documents;

(h) failure to complete the Project or Rehabilitation if such Rehabilitation if commenced during the term of this Agreement;.

(i) failure or refusal to acquire, rehabilitate, operate and/or maintain the Project in accordance with the Program;

(j) any breach under or failure to comply with the requirements, conditions or obligations of

Owner or Community Options, Inc. under the Section 811 Program or in connection with the Section 811 Funds, or any action or inaction resulting in the loss or inability of Owner to obtain such Section 811 Funds in a timely manner; or

(k) any breach under or failure to comply with the requirements of the Program.

The events set forth in the subsections (b) and (k) of this Section shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) calendar days after the Agency's written notice to the Owner, specifying such prohibited act, failure or breach and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration.

The failure of the Owner to comply with any of the provisions of Section 23 or 29 of this Agreement, except Owner's obligation in Section 29(a) to repay the principal sum and accrued interest, shall not be deemed an Event of Default hereunder unless such failure has not been corrected within a period of 60 calendar days, the Owner has actual or constructive knowledge of such failure or after the Agency's written notice to the owner, whichever is earlier.

Section 30 Remedies. Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies and no failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

(a) declare the entire principal sum, including all accrued interest, of the First Mortgage together with all other liabilities of the Owner under the First Note to be immediately due and payable;

(b) apply the balance in the accounts for Project disbursements and revenues, or any combination of these monies, to the payment of the Owner's liabilities hereunder;

(c) foreclose the lien of the Mortgage on the Project and Land or a portion thereof, including without limitation all Improvements existing or hereafter placed in or on the Project and Land. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right and without notice, with power to collect the rents, uses and profits of said Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by the Mortgage without regard to the value of the Project or the solvency of any person or persons liable for payment of the mortgaged indebtedness. The Owner for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, are made express conditions upon which the Loan hereby secured are made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rent from the Project;

(d) pursuant to its rights under the Act, remove the Project Manager(s) after consultation with the Owner, or, if the Agency, after consultation with the Owner, decides, it is in the best interest of the Project and Clients, hereinafter defined, the Owner shall deed the Project and Land to the Agency;

(e) take possession of the Project and Land or a portion thereof;

(f) without judicial process, collect all rents and other revenue including federal and State subsidies as the agent of the Owner (which upon the occurrence of any Event of Default the Agency is deemed to have been irrevocably appointed by the Owner), and apply the same at the Agency's option either to the operation and maintenance of the Project or to the liabilities of the Owner under the Mortgage;

(g) act as landlord of the Project and rent or lease the same on any terms approved by it, or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;

(h) take possession of equipment, appliances or other tangible personal property in which a security interest has been granted by this Agreement or the Mortgage and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Project and Land or in conjunction with a sale of the Project and Land, and the Owner agrees that either method of disposition shall be commercially reasonable;

(i) subject to Section 38 hereof, sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the First Mortgage or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation or nonperformance of the Owner's obligations under the First Mortgage or this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units;

(j) notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law subject to the provisions of Section 38 of this Agreement;

(k) if the Owner commits a breach or threatens to commit a breach of any of the provisions of the First Mortgage or other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such breach, or threatened breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy; and/or

(l) to undertake reasonable maintenance and make reasonable repairs to the Project and to add the cost thereof to the principal balance of the First Mortgage.

Section 31. Expenses Due to Default. All expenses (including reasonable attorneys' fees and costs and allowances) incurred in connection with an action to foreclose the First Mortgage or in exercising any other remedy provided by the First Mortgage or this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency. Any such sum or sums and the interest thereon shall be a further lien on the Project, Land and Improvements, and shall be secured by this Agreement and the First Mortgage.

Section 32. Burden and Benefit. The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Owner's legal interest in the Land and the Project is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Land and part of the Project as housing for persons with developmental disabilities.

Section 33. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land.

Section 34. Remedies; Enforceability. The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times.

Section 35. Amendments; Notices; Waivers. This Agreement and the Mortgage may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

No waiver by the Agency in any particular instance of any Event of Default or required performance by the Owner and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Agreement, the First Mortgage, or under the other Loan Documents at any time shall preclude enforcement of any of the terms of this Agreement, the First Mortgage, the First Mortgage Note, or the other Loan Documents thereafter.

Any provisions of this Agreement, the First Mortgage or other Loan Documents requiring the consent or approval of the Agency for the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

Notice provided for under this Agreement shall be given in writing signed by a duly

authorized officer and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment of delivery or by confirmed facsimile, with a hard copy sent by certified mail, return receipt requested, or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto.

Agency: **Executive Director**
New Jersey Housing and Mortgage Finance Agency
PO Box 18550, 637 South Clinton Avenue
Trenton, NJ 08650-2085

Owner: **Advance Housing, Inc.**
100 First Street, Suite 203
Hackensack, NJ
Attention: Kevin Martone, President CEO

All notices shall be deemed given when received.

Section 36. Severability. The invalidity of any part or provision hereof shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

Section 37. Successors and Assigns. This Agreement and all rights, duties, obligations and interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 38. Non-Recourse Loan. Notwithstanding any other provision contained in this Agreement, the other Loan Documents or any other document or instrument executed by the owner in connection herewith or therewith, the Agency agrees, on behalf of itself and any future holder of the Note, that the liability of the Owner and its respective heirs, representatives, successors and assigns, for the payment of its obligations hereunder and under the other Loan Documents, including, without limitation, the payment of principal, interest and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the mortgage and the other Loan Documents, and that the Agency shall have no right to seek a personal judgment against the Owner, its respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject the collateral (including the Project and Land) pledged under the Mortgage and the other Loan Documents to the satisfaction of the Mortgage debt, and provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under the Mortgage, this Agreement and the other Loan Documents, including without limitation the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or other unlawful acts or omissions with regard to the Project or the Land.

Section 39. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an

original.

Section 40. Disclaimer of Warranties, Liability; Indemnification/Defense.

(a). The Owner acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied, as to the value, condition, or fitness for particular purposes of the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency or its agent or employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or any of the other Loan Documents or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in this Agreement or the other Loan Documents; and (iii) during the term of this Agreement and the other Loan Documents and to the fullest extent permitted by law, the Owner shall indemnify, defend and hold the Agency harmless against, damage, claims, judgments or expenses of any and all kinds or nature and however arising, imposed by law, which the Owner and the Agency including reasonable attorneys' fees and costs, may sustain, be subject to, or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contract entered into by the Owner, or arising out of the Owner's ownership of the Project or out of the construction, rehabilitation, operation or management of the Project.

(b) It is mutually agreed by the Owner and the Agency that the Agency and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Agreement, and that the Owner shall hold them harmless from any claim or suit of whatever nature.

(c) Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to any claims arising under the Loan Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

Section 41. Recording. This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located within ten (10) days following its execution.

Section 42. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Agreement or the Loan Documents shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Mercer.

Section 43. Further Requirements as to Advance Housing, Inc. The Owner covenants, represents, and warrants that occupancy of the Project shall house 12 persons with serious and persistent mental illness and those with concurrent medical problems who are consumers of mental health services, served under contract with the Division of Mental Health Services.

Failure by the Owner to comply with the above shall constitute an Event of Default, notwithstanding any cure provision contained in this Agreement.

Section 44. Equal Opportunity and Non-Discrimination. The Owner covenants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Agreement.

Section 45. Owner's Default Under Financing Documents.

(a) Upon the occurrence of an Event of Default set forth in this Agreement or in the event of a material violation by the Owner of the material terms of any agreement between the Agency and the Owner, or in the event of a material violation of the rules and regulations of the Agency or in the event that the Agency shall reasonably and in good faith determine that the Loan is in jeopardy of not being repaid, the Agency shall have the right to manage the affairs of the Owner as such affairs relate to the Project or to name a designee to manage the same.

(b) The delegation of authority to the Agency shall terminate upon the curing, to the satisfaction of the Agency, of the event giving rise to the delegation.

(c) In the absence of fraud or bad faith, the Agency or its designees, agents, officers, or

employees shall not be personally responsible for the debts, obligations or liabilities of the Owner.

(d) The admission and delegation to the Agency or its designee shall last only for a period coexistent with the duration of the event giving rise to the action hereunder or until the Agency determines in its sole discretion that such an event or one of similar nature will not reoccur.

(e) The Agency or its designee shall serve without compensation, but shall be entitled to be reimbursed for all necessary expenses incurred in discharge of its duties as determined by the Agency.

(f) The primary function of the Agency or its designee is to protect the interest of the Agency's Loan and the tenants of the Project and, in the absence of fraud or bad faith, the Agency or its designee shall not be liable for damages to the Owner or any stockholder thereof.

(g) This Agreement and the admission of and delegation to the Agency shall not be construed as to cause a merger between any of the Loan Documents and the title to the Project.

(h) The rights and remedies granted to the Agency under this Agreement are not intended to limit in any way its rights and powers under Section 7 (b)(6) of the Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day

and year first written above.

WITNESS/ATTEST

Donna O'Dea

Donna O'Dea, Asst. Secretary

OWNER:
ADVANCE HOUSING, INC.

By: _____
Kevin Martone, President/CEO

WITNESS/ATTEST

Katharine Tasch

Katharine Tasch, Assistant Secretary

LENDER:
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

By: _____
Richard L. Evert, Chief of Regulatory Affairs

This Agreement is approved as to form:
ATTORNEY GENERAL OF NEW JERSEY

By: _____
Robert J. Shaughnessy, Jr.
Deputy Attorney General

STATE OF NEW JERSEY, COUNTY OF MERCER SS

I CERTIFY that on June 25, 2004, Donna O'Dea personally came before me, the subscriber, a notary public of the State New Jersey, and acknowledged under oath, to my satisfaction that she is the Asst. Secretary of **Advance Housing, Inc.,** the corporation named in the within Instrument; that Kevin Martone is the President/CEO of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the members of the corporation, and this Instrument was signed and delivered by the President/CEO of the corporation as the voluntary act and deed of the corporation, and that the deponent thereupon subscribed her name as attesting witness.

Donna O'Dea

Donna O'Dea, Asst. Secretary

Sworn to and subscribed before me
on the date aforesaid.

Patricia Oakley

PATRICIA A. OAKLEY
A Notary Public of New Jersey
My Commission Expires March 25, 2008

STATE OF NEW JERSEY, COUNTY OF MERCER SS

I CERTIFY that on June 23, 2004, Katharine Tasch personally came before me, the subscriber, a notary public of the State New Jersey, and acknowledged under oath, to my satisfaction that she is the Assistant Secretary of the New Jersey Housing and Mortgage Finance Agency, the Agency named in the within Instrument; that **Richard L. Evert** is the **Chief of Regulatory Affairs** of the Agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the members of the Agency, and this Instrument was signed and delivered by the Agency as its voluntary act and deed, and that the deponent thereupon subscribed her name as attesting witness.

Katharine Tasch

Katharine Tasch, Assistant Secretary

Sworn to and subscribed before me
on the date aforesaid.

Beverly Harding, Notary Public of New Jersey
My Commission Expires March 27, 2009

License No. 30116B21SH343

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

Advance Housing, Inc.

100 Hollister Road
Teterboro, NJ 07608

In accordance with Department of Human Services regulations, NJAC 10:37A, is hereby licensed to operate

Supportive Housing Residence

for up to 3 Residents

at

94 Virginia Avenue
Dumont, NJ 07628

This License is effective from 7/24/2014 to 7/23/2016

Jennifer Velez, Commissioner
Department of Human Services

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. All other changes must be made on the form and submitted to COAH. • = **Required Field: This field must be filled in in order for CTM to save the record.**

PART A – PROJECT HEADER

Municipality: DUMONT County: BERGEN

- Project or Program Name: Schraalenburgh Senior Housing (AKA Dumont Senior Housing)
- **Project Status** (check current status and enter date of action for that status)

	Status Date
☐ Proposed/Zoned	
☐ Preliminary Approval	
☐ Final Approval	
☐ Affordable Units under Construction	
☒ Completed (all affordable certificates of occupancy (C.O.) issued)	5/12/95
☐ Deleted from Plan	(date approved by COAH)

(*Make sure to click the Current field, to mark your status as the most current status.*)

- **Project Type :** (check one)

☐ Accessory apartments ☐ Assisted Living Residences ☐ Credits without Controls-Prior Cycle

☐ ECHO Units ☐ Inclusionary Development ☐ Market to Affordable ☒ New Construction - 100% Affordable

☐ Redevelopment ☐ Rehabilitation ☐ Supportive/Special Needs Housing

If an Inclusionary Development project, identify Project Sub Type: (check all that apply) •

☐ Units constructed on-site ☐ Units constructed off-site ☐ Combination ☐ Growth Share Ordinance

If a Supp/Spec Needs Housing project, identify Project Sub Type: (check one) •

☐ Transitional Facility for the Homeless ☐ Residential Health Care Facility ☐ Congregate Living Facility Arrangements

☐ Group Homes ☐ Boarding Homes (A through E) (only eligible for credit for 1987-1999 plans)

☐ Permanent Supportive Housing (unit credit) ☐ Supportive Shared Living Housing (bedroom credit)

Revised Dec 2012

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 94W + 95E Schraalenburgh Way

Project Block/Lot/Qualifier (list all) Block 1217, Lot 4 / Block 1218 Lot 1+2, Lot 6

Project Acreage: _____ **Density:** _____ **Set Aside:** _____

- **Project Sponsor:** (check one) Municipally Developed X Nonprofit Developed Private Developer

Project Sponsor Name: _____

Project Developer Name: Dumont Senior Housing L.P.

Planning Regions: (check all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

Project Credit Type:(check one)

Prior-cycle (1980 – 1986) X Post-1986 completed Proposed/Zoned Rehabilitation

Project Credit Sub-Type: (if applicable)

Addressing Unmet Need Extension of Controls (shown as, "Extension of Credit" in CTM)

- **Construction Type:** (check one) X New (includes reconstruction and conversions) Rehabilitation

Flags: (check all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site X Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted: yes X no Round Waiver was granted: R1 R2 R3

Type of Waiver: _____

Number of market units proposed: 0 **Number of market units completed:** 0

Number of market units with certificates of occupancy issued after 1/1/2004: _____

Number of affordable units under construction: _____

Condo Fee percentage: (if applicable) N/A

Affordability Average Percentage: [1] 60%

[1] "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Revised Dec 2012

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site 40

Number of affordable units created with payment 40

Municipal or RCA funds committed to project NO

Municipal or RCA funds expended NO

Funding Sources (check all that apply)

X County HOME __County Rehab Funds X CDBG X Federal Home Loan Bank __HODAG
__HUD __HUD 202 __HUD 236 __HUD 811 __HUD HOPE VI __HUD HOME
__McKinney Funds __Fannie Mae Multi-Family __UDAG __UHORP
__USDA-FHA Rural Development __USDA-FHA - Section 515 X Development Fees
__Municipal Bond __Municipal Funds X Payment in Lieu __Private Financing __RCA
__Capital Funding __Balanced Housing __Balanced Housing – Home Express
X DCA – Low Income House Tax Credit __NPP __DCA Shelter Support Services __DDD
__DHSS __DHHS X HMFA Low Income House Tax Credit __HMFA __HMFA HOME
__MONI __Section 8 __Small Cities __Other _____

Effective date of affordability controls: 5/12/95

Length of Affordability Controls: (in years) 45 or __Perpetual

Project Contacts: (fill in all that apply)

Administrative Agent: N/A

Property Manager: PENWAL

Rehab Program Administrator: N/A

Other: _____

For Redevelopment Projects:

Does this project require deed restricted units to be removed? __Yes __No

If Yes:

# of deed restricted units removed _____
# of moderate income units removed _____
# of low income units removed _____
# of very low income units removed _____
# of rental units removed _____
# of for-sale units removed _____
# of one-bedroom units removed _____
# of two-bedroom units removed _____
# of three-bedroom units removed _____

Revised Dec 2012

PART C – COUNTS

Affordable Unit Counts:

Total non-age-restricted _____ Sales _____ Rentals _____ Total age-restricted _____ Sales _____ Rentals 40

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

Low Income	Non-age restricted	Age-restricted
30% of median income [2]		
35% of median income [3]		
50% of median income		
Moderate Income		40
80% of median income		

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units:

Sale units	efficiency low		1 bedroom low		2 bedroom low		3 bedroom low	
	efficiency mod		1 bedroom mod		2 bedroom mod		3 bedroom mod	
Rental units	efficiency low	40	1 bedroom low		2 bedroom low		3 bedroom low	
	efficiency mod		1 bedroom mod		2 bedroom mod		3 bedroom mod	

Completed Units:

Number of affordable units completed in this project 40

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

[2] Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)
[3] Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Revised Dec 2012

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

_____

_____

Revised Dec 2012

ORIGINAL

Prepared By John J. Dudas, Jr., Esq.

DEED

THIS DEED is made on August 30, 1994

BETWEEN: DUMONT HOUSING DEVELOPMENT CORPORATION, a non-profit corporation of the State of New Jersey, having its principal office at 50 Washington Avenue, Dumont, New Jersey 07628, (hereinafter referred to as the "Grantor")

AND: PENWAL AFFORDABLE HOUSING CORPORATION, a non-profit corporation of the State of New Jersey, located at 401 Hackensack Avenue, Hackensack, New Jersey 07828 (hereinafter referred to as the "Grantee"). The word "Grantee" shall mean all Grantees listed above.

TRANSFER OF OWNERSHIP: The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of less than ONE HUNDRED ($100.00) DOLLARS. The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE: Municipality of Dumont, Lots 1 and 2, Block 1218, Lot 6, Block 1217 and Lot 4, Block 1217.

PROPERTY: The property consists of the land and all the buildings and structures on the land in the Borough of Dumont County of Bergen and State of New Jersey. The legal description is:

SEE ATTACHED DESCRIPTION

This deed is made and accepted on the condition that the property hereby conveyed be used solely as a site for low and moderate income Senior Citizen Housing and Center and that Grantee and Grantee's successors or assigns shall forever use the land for such purposes.

In the event that the premises conveyed by this deed are not used solely and perpetually as the site for low and moderate income Senior Citizen Housing and a Center, then the land and premises shall revert to Grantor, Grantor's successors or assigns, and Grantee, Grantee's successors or assigns shall forfeit all right thereto.

DB 7771
P 263
Rec. 9-19-94

SIGNATURES: This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

ATTEST:

DUMONT HOUSING DEVELOPMENT CORP.

Thomas A. Manno

Thomas A. Manno Secretary

BY Donald Winant

Donald Winant President

STATE OF NEW JERSEY, COUNTY OF BERGEN SS:

I CERTIFY that on August 30, 1994, Thomas A. Manno personally came before me and this person acknowledged under oath, to my satisfaction, that: this person is the Secretary of DUMONT HOUSING DEVELOPMENT CORP., the corporation named in the attached Deed; this person is the attesting witness to the signing of this Deed by the proper corporate officer, Donald Winant, who is the President of the corporation; this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; this person knows the proper seal of the corporation which was affixed to this Deed; this person signed this proof to attest to the truth of these facts; and the full and actual consideration paid or to be paid for the transfer of title is less than $100.00. (Such consideration is defined in N.J.S.A. 46:15-5.

Thomas A. Manno

Thomas A. Manno

Signed and sworn to before me on August 30, 1994.

John J. Dudas, Jr.

John J. Dudas, Jr.
Attorney at Law of New Jersey

NC 1645 - AFFIDAVIT OF CONSIDERATION
RTF-1 (Rev. 1/1/86)

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P. L. 1975)

ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N. J. 07016

RVST-2

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF BERGEN } ss.

FOR RECORDER'S USE ONLY
Consideration $ _____
Realty Transfer Fee $ _____ *
Date _____ By _____
*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, JAMES T. DAVIS II, ESQ. (Name), being duly sworn according to law upon his/her oath deposes and says that he/she is the Attorney for the Grantee PENWAL AFFORDABLE HOUSING CORPORATION (State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

in a deed dated August 30, 1994, transferring real property identified as Block No. 1218 Lots 1 & 2
Block 1217
Lot No. 4 & 6 located at 95 Schraalenburgh Way, Dumont, New Jersey (Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is $ Less than $100.00 and other good and valuable consideration.

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

This property will be used for low-income housing.

(4) PARTIAL EXEMPTION FROM FEE *NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)*

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)
- ☐ Grantor(s) 62 yrs. of age or over.*
- ☐ One or two-family residential premises
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)
- ☐ Grantor(s) legally blind.*
- ☐ One or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)
- ☐ Grantor(s) permanently and totally disabled.*
- ☐ One or two-family residential premises.
- ☐ Receiving disability payments.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Not gainfully employed.
- ☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)
- ☐ Affordable According to H.U.D. Standards.
- ☐ Meets Income Requirements of Region.
- ☐ Reserved for Occupancy.
- ☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)
- ☐ Entirely new improvement.
- ☐ Not previously used for any purpose.
- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me
this 12 day of September, 1994

Stephen R. Forbes
Attorney at Law - NJ

James T. Davis II
Name of Deponent (sign above line)
JAMES T. DAVIS II, ESQ.
Attorney for Grantee
BRACH, EICHLER, et als.
Address of Deponent
101 Eisenhower Parkway
Roseland, NJ 07068

DUMONT HOUSING DEVELOPMENT CORPORATION
Name of Grantor (type above line)
50 Washington Avenue
Address of Grantor at Time of Sale
Dumont, NJ 07628

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.
ORIGINAL — White copy to be retained by County.
DUPLICATE — Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16—8.12).
TRIPLICATE — Pink copy is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

DEED

Prepared by: (Print name below)

By: James T. Davis II
JAMES T. DAVIS II, ESQ.

This Deed is made on September 9, 1994,

BETWEEN

PENWAL AFFORDABLE HOUSING CORPORATION, a non-profit corporation of the State of New Jersey,

with an office at 401 Hackensack Avenue, Hackensack, New Jersey, referred to as the Grantor,

AND

DUMONT SENIOR HOUSING, L.P., a New Jersey limited partnership

with an office at 401 Hackensack Avenue, Hackensack, Newark, New Jersey, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfer ownership of) the property described below to the Grantee. This transfer is made for the sum of Ten ($10.00) Dollars and other good and valuable consideration.

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Borough of Dumont
Block No. 1218, Lot Nos. 1 and 2, and Block No. 1217, Lot Nos. 4 and 6

☐ No property tax identification number is available on the date of this deed. (Check box if applicable.)

Property. The property consists of land and all the buildings and structures on the land in the Borough of Dumont, County of Bergen and the State of New Jersey. The legal description is:

SEE SCHEDULE A.

Deed Restriction. This Deed is made and accepted on the condition that the Property hereby conveyed be used solely as a site for low and moderate income senior citizen housing and center and that Grantee and Grantee's successors or assigns shall forever use the land for such purposes.

In the event that the premises conveyed by this deed are not used solely and perpetually as the site for low and moderate senior citizen housing center, then the land and premises shall revert to the Borough of Dumont, and Grantee, and Grantee's successors or assigns shall forfeit all rights thereto.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "Covenant as to Grantor's Acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgement to be entered against the Grantor).

DB 7731
P258
Rec. 9-14-94

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

PENWAL AFFORDABLE HOUSING CORPORATION

ATTEST:

By: _____
EUGENE E. WALSH
Secretary

By: _____
LAURY PENSA
President

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

I CERTIFY that on September 9 ,1994,

EUGENE E. WALSH

personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of PENWAL AFFORDABLE HOUSING CORPORATION, the corporation named in this Deed;

(b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is LAURY PENSA, the President of the corporation;

(c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this Deed;

(e) this person signed this proof to attest to the truth of these facts; and

(f) the full and actual consideration paid or to be paid for the transfer of title is $10.00. (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and Sworn to before me on
September 9 1994.

_____
Stephen R. Farber
Attorney at Law - NJ

_____

DEED

PENWAL AFFORDABLE HOUSING CORPORATION

Grantor,

TO

DUMONT SENIOR HOUSING, L.P.

Grantee.

Dated: Septemer 9, 1994

Record and return to:

James T. Davis II, Esq.
Brach, Eichler, Rosenberg, Silver, Bernstein, Hammer & Gladstone
A Professional Corporation
101 Eisenhower Parkway
Roseland, New Jersey 07068
(201)228-5700

DATA\TEMP\SRF\143193.1

CIVIL • MUNICIPAL • LAND SURVEYS

PARK AVENUE • P.O. BOX 428 • LYNDHURST, NEW JERSEY 07071 • PHONES (201) 939-8405 & 8409 • FAX (201) 939-0649

JOSEPH E. NEGLIA, P.E., P.L.S., P.P.
BARRY J. SUTHERLAND, P.E., P.P.
JWARD A. LAUTENBACHER, P.L.S., P.P.
ANN SIGNA
CHAEL J. NEGLIA

SCHEDULE "A"

TRACT I

DESCRIPTION OF LOTS 1 AND 2, BLOCK 1218 AND LOT 6, BLOCK 1217 AS SHOWN ON THE TAX MAP OF THE BOROUGH OF DUMONT, BERGEN COUNTY, NEW JERSEY, PROPERTY OF PENWAL DUMONT AFFORDABLE HOUSING AS ALSO SHOWN ON A SURVEY DATED JUNE 24, 1994, PREPARED BY NEGLIA ENGINEERING ASSOCIATES, LYNDHURST, NEW JERSEY.

BEGINNING at the intersection of the southerly sideline of Dumont Avenue and the westerly sideline of Brook Street and running; thence

(1) S 14°-12'-00" W, 250.02 feet along the said westerly sideline of Brook Street to the southerly sideline of Magnolia Avenue; thence

(2) S 19°-42'-30" W, 89.14 feet along the westerly line of lot 7 block 1217 as shown on the above-mentioned maps to the northerly line of lot 10, block 1217; thence

(3) N 70°-58'-28" W, 60.00 feet along the northerly line of lot 10, block 1217 to the easterly line of lot 11, block 1217; thence

(4) N 28°-13'-47" E, 110.26 feet along the easterly line of lot 11, block 1217 to the northerly line of property described in a deed from Marshall to Schultz, dated December 23, 1921 and recorded in deed book 1159, page 552; thence

(5) N 74°-13'-22" W, 58.40 feet along the said northerly line of property now or formerly of Schultz aforementioned to a point therein; thence

(6) N 14°-12'-00" E, 126.52 feet along the easterly sideline of Schraalenburgh Way (formerly Atlantic Street) and its southerly prolongation to an angle point therein; thence

(7) N 75°-00'-00" W, 3.00 feet still along the said easterly sideline of Schraalenburgh Way to another angle point therein; thence

(8) N 14°-12'-00" E, 100.00 feet still along the said easterly sideline of Schraalenburgh Way to the said Southerly sideline of Dumont Avenue; thence

(9) S 75°-00'-00" E, 103.00 feet along the said southerly sideline of Dumont Avenue to the said westerly sideline of Brook Street and the point of BEGINNING.

Contains 28,728.88 square feet

Prepared by:

Howard A. Lautenbacher, P.L.S.
License Number 23943

ASSOCIATES
— Consulting Engineers —
CIVIL • MUNICIPAL • LAND SURVEYS
34 PARK AVENUE • P.O. BOX 429 • LYNDHURST, NEW JERSEY 07071 • PHONES (201) 939-5906 & 5907 • FAX (201) 939-0649

JOSEPH E. NEGLIA, P.E., P.L.S., P.P.
BARRY J. SUTHERLAND, P.E., P.P.
HOWARD A. LAUTENBACHER, P.L.S., P.P.
JOANN SIGNA
MICHAEL J. NEGLIA

TRACT II

DESCRIPTION OF LOT 4, BLOCK 1217 AS SHOWN ON THE TAX MAP OF THE BOROUGH OF DUMONT, BERGEN COUNTY, NEW JERSEY, PROPERTY OF PENWAL DUMONT AFFORDABLE HOUSING AS ALSO SHOWN ON A SURVEY DATED JUNE 24, 1994, PREPARED BY NEGLIA ENGINEERING ASSOCIATES, LYNDHURST, NEW JERSEY.

BEGINNING at the intersection of the southerly sideline of Dumont Avenue and the westerly sideline of Schraalenburgh Way (formerly Atlantic Street) and running; thence

(1) S 14°-12'-00" W, 103.20 feet along the said westerly sideline of Schraalenburgh Way to the northerly line of lot 5, block 1217 as shown on the above-mentioned tax map; thence

(2) N 75°-00'-00" W, 52.74 feet along the northerly line of lot 5, Block 1217 to an angle point therein; thence

(3) N 20°-18'-50" E, 19.00 feet still along the northerly line of lot 5, block 1217 to another angle point therein; thence

(4) N 72°-50'-00" W, 98.76 feet still along the northerly line of lot 5, block 1217 to the easterly line of lot 3, block 1217; thence

(5) N 16°-51'-05" E, 86.08 feet along the easterly line of lot 3, block 1217 to the said southerly sideline of Dumont Avenue; thence

(6) S 73°-39'-03" E, 104.08 feet along the said southerly sideline of Dumont Avenue to an angle point therein; thence

(7) S 20°-18'-50" W, 3.06 feet still along the said southerly sideline of Dumont Avenue to another angle point therein; thence

(8) S 75°-00'-00" E, 41.68 feet still along the said southerly sideline of Dumont Avenue to the Said westerly sideline of Schraalenburgh Way and the point of BEGINNING.

Contains 13,675.26 square feet

Prepared by:

Howard A. Lautenbacher, P.L.S.
License Number 23943

SCHEDULE "A"

C 1646—AFFIDAVIT OF CONSIDERATION
RTF-1 (Rev. 1/1/86)

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P. L. 1975)

ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N. J. 07018

RVST-2

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF BERGEN } ss.

FOR RECORDER'S USE ONLY
Consideration $ _____
Realty Transfer Fee $ _____ *
Date _____ By _____

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, JAMES T. DAVIS II, ESQ. (Name), being duly sworn according to law upon his/her oath deposes and says that he/she is the Attorney for Grantor PENWAL AFFORDABLE HOUSING CORPORATION (State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co. Lending Institution, etc.)

in a deed dated September 9, 1994, transferring real property identified as Block No. 1218 Lots 1 & 2 Block 1217 Lot No. 4 & 6 located at 95 Schraalenburgh Way, Dumont, New Jersey (Street Address, Municipality, County) Bergen County and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is $ Less than $100.00 and other good and valuable consideration

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

This property will be used for low-income housing.

(4) PARTIAL EXEMPTION FROM FEE *NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)*

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

) SENIOR CITIZEN (See Instruction #8)
- ☐ Grantor(s) 62 yrs. of age or over.*
- ☐ One or two-family residential premises
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ No joint owners other than spouse or other qualified exempt owners.

) BLIND (See Instruction #8)
- ☐ Grantor(s) legally blind.*
- ☐ One or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)
- ☐ Grantor(s) permanently and totally disabled.*
- ☐ One or two-family residential premises.
- ☐ Receiving disability payments.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Not gainfully employed.
- ☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

) LOW AND MODERATE INCOME HOUSING (See Instruction #8)
- ☐ Affordable According to H.U.D. Standards.
- ☐ Meets Income Requirements of Region.
- ☐ Reserved for Occupancy.
- ☐ Subject to Resale Controls.

) NEW CONSTRUCTION (See Instruction #9)
- ☐ Entirely new improvement.
- ☐ Not previously used for any purpose.
- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me this 12th day of September, 1994

[signature] Name of Deponent (sign above line)
JAMES T. DAVIS II,
Attorney for Grantor
BRACH, EICHLER
Address of Deponent
101 Eisenhower Pkwy, Roseland, NJ

PENWAL AFFORDABLE HOUSING CORPORATION
Name of Grantor (type above line)
401 Hackensack Avenue
Address of Grantor at Time of Sale
Hackensack, New Jersey

[signature]
Stephen R. Falber
Attorney at Law NJ

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.
ORIGINAL — White copy to be retained by County.
DUPLICATE — Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16—8.12).
TRIPLICATE — Pink copy is your file copy.

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. All other changes must be made on the form and submitted to COAH. • = **Required Field: This field must be filled in in order for CTM to save the record.**

PART A – PROJECT HEADER

Municipality: Borough of Dumont County: Bergen

• Project or Program Name: Saint Mary's Senior Residence, Inc.

• **Project Status** (check current status and enter date of action for that status) **Status Date**

- ☐ Proposed/Zoned _____
- ☐ Preliminary Approval _____
- ☐ Final Approval _____
- ☐ Affordable Units under Construction _____
- ☑ Completed (all affordable certificates of occupancy (C.O.) issued) December 2009
- ☐ Deleted from Plan _____ (date approved by COAH)

(***Make sure to click the Current field, to mark your status as the most current status.***)

• **Project Type :** (check one)

☐ Accessory apartments ☐ Assisted Living Residences ☐ Credits without Controls-Prior Cycle

☐ ECHO Units ☐ Inclusionary Development ☐ Market to Affordable ☑ New Construction - 100% Affordable

☐ Redevelopment ☐ Rehabilitation ☐ Supportive/Special Needs Housing

If an Inclusionary Development project, identify Project Sub Type: (check all that apply) •

☐ Units constructed on-site ☐ Units constructed off-site ☐ Combination ☐ Growth Share Ordinance

If a Supp/Spec Needs Housing project, identify Project Sub Type: (check one) •

☐ Transitional Facility for the Homeless ☐ Residential Health Care Facility ☐ Congregate Living Facility Arrangements

☐ Group Homes ☐ Boarding Homes (A through E) (only eligible for credit for 1987-1999 plans)

☐ Permanent Supportive Housing (unit credit) ☐ Supportive Shared Living Housing (bedroom credit)

Revised Dec 2012

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: ☐Round 1 ☐Round 2 ☑Round 3

Project Address: 258 Washington Avenue

Project Block/Lot/Qualifier (list all) Block 905, Lot 1.01

Project Acreage: 3.62 **Density:** _____ **Set Aside:** 100%

- **Project Sponsor:** (check one) ☐Municipally Developed ☑Nonprofit Developed ☐Private Developer

Project Sponsor Name: Domus

Project Developer Name: Domus

Planning Regions: (check all that apply)

☑1 ☐2 ☐3 ☐4 ☐4B ☐5 ☐5B

☐Highland Preservation ☐Highlands Planning Area ☐Pinelands ☐Meadowlands

☐CAFRA ☐Category 1 Watershed

Project Credit Type:(check one)

☐Prior-cycle (1980 – 1986) ☑Post-1986 completed Proposed/Zoned ☐Rehabilitation

Project Credit Sub-Type: (if applicable)

☐Addressing Unmet Need ☐Extension of Controls (shown as, "Extension of Credit" in CTM)

- **Construction Type:** (check one) ☑New (includes reconstruction and conversions) ☐Rehabilitation

Flags: (check all that apply) ☐3.1 Phased ☐Durational Adjustment ☐Conversion ☐Court Project

☐Density Increase Granted ☐Mediated Project ☐Overlay Zone ☐Result of Growth Share Ordinance

☐High Poverty Census Tract ☐Off-Site ☐Partnership Project ☐RCA Receiving Project

☐Reconstruction ☐Part of Redevelopment Plan

Project Waiver granted: ☐yes ☐no Round Waiver was granted: ☐R1 ☐R2 ☐R3

Type of Waiver: _____

Number of market units proposed: 0 **Number of market units completed:** 0

Number of market units with certificates of occupancy issued after 1/1/2004: 0

Number of affordable units under construction: 0

Condo Fee percentage: (if applicable) _____

Affordability Average Percentage: [1] _____

[1] "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site 0

Number of affordable units created with payment 0

Municipal or RCA funds committed to project 0

Municipal or RCA funds expended 0

Funding Sources (check all that apply)

☑ County HOME ☐ County Rehab Funds ☐ CDBG ☑ Federal Home Loan Bank ☐ HODAG
☐ HUD ☑ HUD 202 ☐ HUD 236 ☐ HUD 811 ☐ HUD HOPE VI ☐ HUD HOME
☐ McKinney Funds ☐ Fannie Mae Multi-Family ☐ UDAG ☐ UHORP
☐ USDA-FHA Rural Development ☐ USDA-FHA - Section 515 ☐ Development Fees
☐ Municipal Bond ☐ Municipal Funds ☐ Payment in Lieu ☐ Private Financing ☐ RCA
☐ Capital Funding ☐ Balanced Housing ☐ Balanced Housing – Home Express
☐ DCA – Low Income House Tax Credit ☐ NPP ☐ DCA Shelter Support Services ☐ DDD
☐ DHSS ☐ DHHS ☐ HMFA Low Income House Tax Credit ☐ HMFA ☐ HMFA HOME
☐ MONI ☐ Section 8 ☐ Small Cities ☑ Other NJ HOME, Bergen County CDBG

Effective date of affordability controls: December 2009

Length of Affordability Controls: (in years) 40 or ☐ Perpetual

Project Contacts: (fill in all that apply)

Administrative Agent: Marzulli

Property Manager: Marzulli

Rehab Program Administrator: N/A

Other: N/A

For Redevelopment Projects:

Does this project require deed restricted units to be removed? ☐ Yes ☐ No

If Yes:

# of deed restricted units removed _____
# of moderate income units removed _____
# of low income units removed _____
# of very low income units removed _____
# of rental units removed _____
# of for-sale units removed _____
# of one-bedroom units removed _____
# of two-bedroom units removed _____
# of three-bedroom units removed _____

Revised Dec 2012

PART C – COUNTS

Affordable Unit Counts:

Total non-age-restricted _____ Sales _____ Rentals _____ Total age-restricted 49 Sales _____ Rentals 49

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

Low Income	Non-age restricted	Age-restricted
30% of median income [2]	_____	_____
35% of median income [3]	_____	_____
50% of median income	_____	_____
Moderate Income		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units:

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units:

Number of affordable units completed in this project 49

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

[2] Pursuant to N.J.AC. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

[3] Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For **Approved** Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount n/a Amount transferred to date n/a

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date n/a

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

_____

_____

Revised Dec 2012

Prepared by: _____
Donald F. Micell, Esq.

DEED

89232.01 Deed > 350,000
Kathleen A. Donovan Recording Fee 80.00
Bergen County Clerk
Recorded 09/30/2008 14:26

This Deed is made on September 26, 2008,

BETWEEN ST. MARY'S CHURCH OF DUMONT, New Jersey, also known as St. Mary's Roman Catholic Church of Dumont, Bergen County, New Jersey, a Religious Corporation of the State of New Jersey,

having its principal office at 280 Washington Avenue, Dumont, New Jersey 07628, referred to as the Grantor,

AND ST. MARY'S SENIOR RESIDENCE, INC., a not-for-profit corporation of the State of New Jersey,

whose post office address is c/o The Domus Corp., 590 N. 7th Street, Newark, New Jersey, referred to as the Grantee. 07101

Consideration : 500000.00
Realty Transfer Fee : 4175.00
State Portion : 2900.00
County Portion : 750.00
Municipality Portion : 525.00

The word "Grantee" shall mean all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of FIVE HUNDRED THOUSAND and 00/100 ($500,000.00) DOLLARS.

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of the Borough of Dumont, being a subdivided portion of Block No. 905 Lot No. 1.02 Account No.

[ ] No property tax identification number is available on the date of this deed. (Check box if applicable)

3. Property. The property consists of the land and all the buildings and structures on the land in the Borough of Dumont, County of Bergen, and State of New Jersey. The legal description is:

SEE SCHEDULE A ANNEXED HERETO AND MADE A PART HEREOF.

BEING a portion of the same premises conveyed to the Grantor herein by the following Deeds:

1. St. Mary's Church Dumont New Jersey Diocese of Newark New Jersey under deed from Susan E. Wood and Leonard H. Wood, her husband dated April 17, 1914 and recoded April 20, 1914 in Deed Book 878 page 92.

2. Saint Mary's RC Church under deed from Leonard J. McCormack and Jessie E. McCormack, his wife dated September 19, 1922 and recorded September 20, 1922 in Deed Book 1180 page 402.

3. St. Mary's Roman Catholic Church of Dumont Bergen County, New Jersey under deed from John V. Woods, unmarried dated October 25, 1927 and recorded November 9, 1927 in Deed Book 1541 page 10.

File Number: 07-LT-0225

SCHEDULE A
LEGAL DESCRIPTION

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

TRACT 1 (Lot 1.02, Block 905)

BEGINNING at a point in the northwesterly line of Washington Avenue, County Route 39, variable width, as widened, at a point of intersection with the northeasterly corner of Lot 1.01, Block 905, and extending;

(1) South 81 degrees 11 minutes 43 seconds West, along the line of Lot 1.01, Block 905, 69.43 feet to a corner to same; thence

(2) North 78 degrees 02 minutes 52 seconds West, along the line of Lot 1.01, Block 905, 83.73 feet to a corner to same; thence

(3) North 03 degrees 37 minutes 37 seconds West, continuing along the line of Lot 1.01, Block 905, 173.18 feet to a point in the southeasterly line of New Milford Avenue, County Route 126, variable width, as widened; thence

(4) South 86 degrees 16 minutes 37 seconds East, along said southeasterly line of New Milford Avenue, as widened, 40.16 feet to a point; thence

(5) South 86 degrees 41 minutes 42 seconds East, along the same, 48.07 feet to a point of curvature; thence

(6) Southeastwardly, along the same, along a curve to the right, having a radius of 257.94 feet, an arc distance of 101.33 feet, and chord bearing South 75 degrees 26 minutes 28 seconds East, 100.68 feet to a point of tangency in the same; thence

(7) South 64 degrees 11 minutes 13 seconds East, still along the same, 11.88 feet to a point of curvature; thence

(8) Southeastwardly, along the same, along a curve to the right, having a radius of 20.00 feet, an arc distance of 29.62 feet, and a chord bearing South 21 degrees 45 minutes 48 seconds East, 26.98 feet to a point of tangency, said curve connecting said Southeasterly line of New Milford Avenue with the Northwesterly line of Washington Avenue; thence

(9) South 20 degrees 39 minutes 38 seconds West, along said northwesterly line of Washington Avenue, 126.78 feet to the point of BEGINNING.

4. St. Mary's Roman Catholic Church of Dumont Bergen County, New Jersey under deed from John V. Woods, unmarried dated October 25, 1927 and recorded November 9, 1927 in Deed Book 1541 page 13.

5. St. Mary's Roman Catholic Church of Dumont Bergen County, New Jersey under deed from John V. Woods, unmarried dated July 2, 1928 and recorded July 5, 1928 in Deed Book 1587 page 130.

6. St. Mary's Roman Catholic Church, Dumont, N.J. under deed from Peoples Trust Company of Bergen County (a New Jersey Corporation) Successor Executor of and Trustee under the Last Will and Testament of Susan E. Wood deceased dated September 12, 1934 and recorded October 13, 1934 in Deed Book 1939 page 251.

7. St. Mary's R.C. Church, Dumont, N.J. under deed from McAndrew Holding Corporation dated January 29, 1936 and recorded January 29, 1936 in Deed Book 1993 page 513.

8. St. Mary's Church, Dumont, NJ under deed from Thomas J. McManus and Theresa A. McManus, his wife dated September 28, 1939 and recorded September 30, 1939 in Deed Book 2184 page 88.

9. St. Mary's Church of Dumont, New Jersey under deed from Andrew J. Fiegel and Ethel Fiegel, his wife dated November 14, 1950 and recorded November 14, 1950 in Deed Book 3142 page 152.

10. St. Mary's Church, Dumont, N.J. under deed from Harvey Walker and Victoria Walker, his wife dated July 25, 1951 and recorded July 27, 1951 in Deed Book 3229 page 259.

COMMONLY known and designated as 258 Washington Avenue, Dumont, New Jersey.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. This Deed is signed and attested to by St. Mary's Roman Catholic Church of Dumont of the Archdiocese of Newark proper corporate officers as of the date of the top of the first page. Its corporate seal is affixed.

Attested by:

By: _____
Very Rev. Robert G. Laferrera
Secretary

ST. MARY'S ROMAN CATHOLIC CHURCH OF DUMONT

By: _____
Rev. Msgr. John E. Doran
Vice President

STATE OF NEW JERSEY, COUNTY OF BERGEN SS.:

I CERTIFY that on September 16th, 2008,

VERY REVEREND ROBERT G. LAFERRERA and REVEREND MONSIGNOR JOHN E. DORAN personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached deed;

(b) was authorized to execute this deed as Secretary and Vice President of the St. Mary's Roman Catholic Church of Dumont, the entity named in this deed; and
(c) this deed was made for $500,000.00 as the full and actual and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)
(d) Executed this instrument as his/their voluntary act and deed and the voluntary act and deed of St. Mary's Church of Dumont, New Jersey also known as St. Mary's Roman Catholic Church of Dumont, Bergen County, New Jersey.

Leocadia A. Matuszczak

Notary Public, State of New Jersey

LEOCADIA A. MATUSZCZAK
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/23/2000

RECORD AND RETURN TO:

CARELLA, BYRNE

LAND TITLE AGENCY, INC.
464 Valley Brook Avenue
Lyndhurst, NJ 07071
(201) 804-8844

EWART & OLSTEIN

9

07-LT-0225

#355526 v1

Block: 905	Land Desc: 3.62 AC.	Owners Name:	ST MARYS RC CHURCH ~~& SCHOOL~~		Land: 1,448,000	Exemption	Net Taxable Value	Deductions
Lot: 1.02	Bldg Desc:	Street Address:	258 WASHINGTON AVE	Bank: 00000	Impr: 4,930,200	Code:		Cd No-Ow
Qual:	Addl Lots:	City & State:	DUMONT NJ	Zip: 07628	Total: 6,378,200	Value: 0	6,378,200	
Card: M (#1 of 1)	Acreage: 3.620 Class: 15B	Property Loc:	258 WASHINGTON AVE	Zone: RA		Map:	DUMONT	

SALES HISTORY

Grantor	Date	Book/Page	Price	Nu#
ST. MARYS RESIDENCE INC	9-26-08	9628-590	500000.	07

ASSESSMENT HISTORY

Year	Land	Impr	Total
2004	1448000	4930200	6378200
2005	2488400	5842400	8330800

BUILDING PERMITS/REMARKS

Date	Work Description	Amount	Compl.
11-16-05	WHEELCHAIR LIFT	15900.	
7-31-08	RENOVATIONS	178672.	
7-30-08	DEMOLITION	43-703	
8-26-08	DEMOLISH CONVENT	62000	

LAND CALCULATIONS

Frt	Rr	SB	T	FF	Avgd	Tabl	EqF	Rate	Site	Cond			Value

Units	Rate	Site	Cond			Value
60000 SF	12.00	1280000	100	100	100	2000000
97687 SF	5.00		100	100	100	488435

Net Adj: 100.00 SF: 157,687 Auto: N Land Value: 2,488,435

SITE INFORMATION

Road:	Utilities:
	Sewer:
Curbs:	Water:
Sidewalk:	Gas:
Measured:	Topo:
Inspected:	Neigh: 100
	VCS: SF10

BUILDING INFORMATION

Type and Use:	Class/Quality:
Story Height:	Condition:
Style:	Year Built/EffA: / 35 (Y)
Exterior Finish:	Windows:
Roof Type:	Livable Area: 0 SF
Roof Material:	Interior Cond:
Foundation:	Interior Wall:
Baths: M:	A: O:
Kitchens: M:	A: O:

ROOM COUNT

	B	1	2	3/A	Tot
Living Rm					
Dining Rm					
Kitchen					
Dinette					
5 Fixt Bath					
4 Fixt Bath					
3 Fixt Bath					
2 Fixt Bath					
Bed Room					
Fam Room					
Den/Other					

Old B: 80.A
Old L: 2

03/11/05

BUILDING SKETCH

A:
B:
C:
D:
E:
F:
G:
H:
I:
J:
K:
L:

M:
N:
O:
P:

0
0
0
0
0
0
0

RESIDENTIAL COST APPROACH

Basement

Main Bldg

Heat/AC

Plumbing

Fireplace

Attic

Deck/Patio

Garage/Misc

Base Cost:	0	CCF: 130 CLA:	0	Cost New:	0
Phys Depr:	38.50 (Y)	Func Depr:		Net Depr:	61.50
Loc Depr:		Mkt+: Mkt-:		Bldg Value:	0

Detached Items:
CHURCH AND SCHOOL 5,842,400

Land: 2,488,400 Impr: 5,842,400 Total: 8,330,800

Copyright (c) 1999 MicroSystems-NJ.Com, L.L.C.

cc: Bldg. Dept.
JLUB
Tax Assessor
Court

2015
BOROUGH OF DUMONT
ORDINANCE

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CORREA	✓			
HAYES	✓			
MANNA	✓			
MORRELL	✓			
RIQUELME				✓
ZAMECHANSKY	✓			
MAYOR KELLY				
TOTALS	5			1

Ordinance No.	**1495**
Date:	**December 1, 2015**
Page:	**1 of 10**
Subject:	**Development Fee Ordinance**
Purpose:	**Approval**
Dollar Amount:	
Prepared By:	**Gregg Paster, Esq.**

Offered by: Manna
Seconded by: Hayes

Certified as a true copy of an Ordinance Adopted on 2nd Reading by the Governing Body of the Borough of Dumont on the above date at a Public Meeting by:

Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

AN ORDINANCE TO AMEND CHAPTER 209, ARTICLE III, SECTION 16 "DEVELOPER FEES" OF THE BOROUGH OF DUMONT, COUNTY OF BERGEN, STATE OF NEW JERSEY

WHEREAS, Section 209-16 entitled Fees for use of Joint Land Use Board shall be amended by inserting the text below to include revisions mandated by the Council on Affordable housing that address the requirements regarding DEVELOPER FEES;

NOW, THEREFORE IT BE ORDAINED, by the Mayor and Borough Council of the Borough of Dumont, in the County of Bergen that Chapter 209, Article III, Section 16 shall read as follows:

1. Purpose

a) In Holmdel Builder's Association V. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.

b) Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development.

c) Pursuant to the Executive Reorganization Act of 1969, P.L. 1969, c. 203 (C. 52:14C-1 et seq.), the Governor abolished COAH and transferred all functions, powers, and duties to the Commissioner of the Department of Community Affairs, effective August 29, 2011. Any and all references to COAH shall mean the Department of Community Affairs (the Department).

d) This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to the Department's regulations and in accordance P.L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of the Department's rules on development fees, codified at N.J.A.C. 5:97-8.

2. Basic requirements

a) This ordinance shall not be effective until approved by the Department pursuant to N.J.A.C. 5:96-5.1.

b) The Borough of Dumont shall not spend development fees until the Department has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

3. Definitions

a) The following terms, as used in this ordinance, shall have the following meanings:

i. "**Affordable housing development**" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent (100%) affordable development.

ii. "**COAH**" or the "**Council**" means the New Jersey Council on Affordable Housing established under the Fair Housing Act which previously had primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State. Pursuant to the opinion and order of the New Jersey Supreme Court dated March 10, 2015, in the matter of In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing (M-392-14) 067126, any reference to COAH or the Council shall be understood to refer to the Superior Court of New Jersey, Law Division-Bergen County.

iii. "**Development fee**" means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

iv. "**Developer**" means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

v. "**Equalized assessed value**" means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).

vi. "**Green building strategies**" means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

4. Residential Development fees

a) Imposed fees

i. Within the all Borough zoning district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of a half percent (0.5%) of the equalized assessed value for residential development provided no increased density is permitted.

ii. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of six percent (6%) of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has

changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

b) Eligible exactions, ineligible exactions and exemptions for residential development

i. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be **exempt** from development fees.

ii. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be **exempt** from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

iii. Owner-occupied residential structures demolished and replaced as a result of a fire, flood, or natural disaster shall be **exempt** from paying a development fee.

iv. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

v. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, which requires the issuance of a Certificate of Occupancy. For example, when a single-family home is converted to a two-family home or a single-family home is converted to an apartment building. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

vi. Development fees shall be imposed and collected when a Certificate of Occupancy is issued for a new residential unit on a newly created lot that is the result of a subdivision. The development fee shall be calculated on the equalized assessed value of the land and improvements.

5. Non-residential Development fees[1]

a) Imposed fees

i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half percent (2.5%) of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

ii. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half percent (2.5%) of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

b) Eligible exactions, ineligible exactions and exemptions for non-residential development

i. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half percent (2.5%) development fee, unless otherwise exempted below.

ii. The two and a half percent (2.5%) fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

iii. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.

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[1] It should be noted that pursuant to P.L. 2009, c. 90 and P.L.2011, c. 122, the non-residential statewide development fee of 2.5% for non-residential development is suspended for all non-residential projects that received preliminary or final site plan approval subsequent to July 17, 2008 until July 1, 2013, provided that a permit for the construction of the building has been issued prior to January 1, 2015.

iv. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

v. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Borough of Dumont as a lien against the real property of the owner.

6. Collection procedures

a) Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

b) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

c) The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.

d) Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

e) The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

f) Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

g) Should the Borough of Dumont fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).

h) Fifty percent (50%) of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.

i) Appeal of development fees

1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the Borough of Dumont. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Borough of Dumont. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing trust fund

a) There is hereby created a separate, interest-bearing housing trust fund to be maintained by the chief financial officer for the purpose of depositing

development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

b) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
   1. payments in lieu of on-site construction of affordable units;
   2. developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
   3. rental income from municipally operated units;
   4. repayments from affordable housing program loans;
   5. recapture funds;
   6. proceeds from the sale of affordable units; and
   7. any other funds collected in connection with the Borough of Dumont's affordable housing program.

c) Within seven days from the opening of the trust fund account, Borough of Dumont shall provide the Department with written authorization, in the form of a three-party escrow agreement between the municipality, the bank, and the Department to permit the Department to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).

d) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by the Department.

8 Use of funds

a) The expenditure of all funds shall conform to a spending plan approved by the Department. Funds deposited in the housing trust fund may be used for any activity approved by the Department to address the Borough of Dumont's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.

b) Funds shall not be expended to reimburse Borough of Dumont for past housing activities.

c) At least 30 percent (30%) of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent (30%) or less of median income by region.

i. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.

ii. Affordability assistance to households earning 30 percent (30%) or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent (30%) or less of median income.

iii. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

d) Borough of Dumont may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.

e) No more than 20 percent (20%) of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent (20%) of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Department's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

9. Monitoring

a) Borough of Dumont shall complete and return to the Department all monitoring forms included in monitoring requirements related to the collection of

development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Borough of Dumont's housing program, as well as to the expenditure of revenues and implementation of the plan certified by the Department. All monitoring reports shall be completed on forms designed by the Department.

10. Ongoing collection of fees

a) The ability for Borough of Dumont to impose, collect and expend development fees shall expire with its substantive certification unless Borough of Dumont has filed an adopted Housing Element and Fair Share Plan with the Department, has petitioned for substantive certification, and has received the Department's approval of its development fee ordinance. If Borough of Dumont fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). Borough of Dumont shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall Borough of Dumont retroactively impose a development fee on such a development. Borough of Dumont shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

James J. Kelly, Mayor

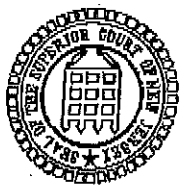
Attest:

Susan Connelly, RMC
Municipal Clerk

Introduced: November 10, 2015
Adopted: December 1, 2015

SUPERIOR COURT OF NEW JERSEY

WILLIAM C. MEEHAN, J.S.C.
Retired on Recall



BERGEN COUNTY JUSTICE CENTER
HACKENSACK, N.J. 07601
(201) 527-2700, ext. 2150

DATE: 11-4-15

TO: FAX NO.

Gregg J. Parker, Esq 201-489-0520

Antonio A. Del Vecchio, Esq 201-573-9736

FROM: Judge Meehan's Chambers

RE: Dumont BER-L-6065-15

Number of pages including cover sheet 3

Please call 201-527-2700, Press 1, then Ext. 2150 if all copies of this transmission are not received. Thank you.

FILED
NOV 02 2015
WILLIAM C. MEEHAN
J.S.C.

Gregg F. Paster & Associates
Gregg F. Paster, Esq. (Atty. ID 036951992)
18 Railroad Avenue - Suite 104
Rochelle Park, New Jersey 07662
Ph#: 201-489-0078 * Fax#: 201-489-0520
Attorneys for Plaintiff/Petitioner

BOROUGH OF DUMONT, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, Plaintiff/Petitioner	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY Docket No.: BER-L-6065-15 CIVIL ACTION **ORDER TO APPROVE THE DEVELOPMENT FEE ORDINANCE OF THE BOROUGH OF DUMONT**

THIS MATTER having been brought before the Court by Gregg F. Paster & Associates, attorneys for Plaintiff/Petitioner Borough of Dumont, by way of a Motion seeking for approval of a Development Fee Ordinance, submission and review of the Borough's Development Fee Ordinance, and notice having been given to the all parties on the required service list having an interest herein, and the Court having considered the papers submitted in support thereof, and the Court having heard Oral Argument on the Motion, if any, and for good cause having been shown,

IT IS THEREFORE, on this 2nd of November, 2015,

ORDERED THAT:

1. The Petitioner/Movant, Borough of Dumont's Development Fee Ordinance, be and hereby is approved; and

2. **IT IS FURTHER ORDERED**, that a copy of this Order shall be served upon all parties by counsel for Plaintiff within seven (7) days of the date hereof.

J.S.C.

WILLIAM C. MEEHAN, J.S.C.
Retired on Recall

_____ Opposed

✓ Unopposed

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. All other changes must be made on the form and submitted to COAH. • = **Required Field: This field must be filled in in order for CTM to save the record.**

PART A – PROJECT HEADER

Municipality: Dumont County: Bergen

• Project or Program Name: Landmark Dumont, LLC

• **Project Status** (check current status and enter date of action for that status) **Status Date**

- [x] Proposed/Zoned 2016
- [ ] Preliminary Approval
- [ ] Final Approval
- [ ] Affordable Units under Construction
- [ ] Completed (all affordable certificates of occupancy (C.O.) issued)
- [ ] Deleted from Plan

(date approved by COAH)

(*Make sure to click the Current field, to mark your status as the most current status.*)

• **Project Type :** (check one)

- [ ] Accessory apartments
- [ ] Assisted Living Residences
- [ ] Credits without Controls-Prior Cycle
- [ ] ECHO Units
- [x] Inclusionary Development
- [ ] Market to Affordable
- [ ] New Construction - 100% Affordable
- [ ] Redevelopment
- [ ] Rehabilitation
- [ ] Supportive/Special Needs Housing

If an Inclusionary Development project, identify Project Sub Type: (check all that apply) •

- [x] Units constructed on-site
- [ ] Units constructed off-site
- [ ] Combination
- [ ] Growth Share Ordinance

If a Supp/Spec Needs Housing project, identify Project Sub Type: (check one) •

- [ ] Transitional Facility for the Homeless
- [ ] Residential Health Care Facility
- [ ] Congregate Living Facility Arrangements
- [ ] Group Homes
- [ ] Boarding Homes (A through E) (only eligible for credit for 1987-1999 plans)
- [ ] Permanent Supportive Housing (unit credit)
- [ ] Supportive Shared Living Housing (bedroom credit)

Revised Dec 2012

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: ☐Round 1 ☐Round 2 ☐Round 3

Project Address: 511 Washington Ave / 546 Washington Ave

Project Block/Lot/Qualifier (list all) Block 215, Lot 1 / Block 212, Lot 20

Project Acreage: _____ **Density:** _____ **Set Aside:** 15%

- **Project Sponsor:** (check one) ☐Municipally Developed ☐Nonprofit Developed ☑Private Developer

Project Sponsor Name: Landmark Dumont, LLC

Project Developer Name: Landmark Dumont, LLC

Planning Regions: (check all that apply)

☑1 ☐2 ☐3 ☐4 ☐4B ☐5 ☐5B

☐Highland Preservation ☐Highlands Planning Area ☐Pinelands ☐Meadowlands

☐CAFRA ☐Category 1 Watershed

Project Credit Type:(check one)

☐Prior-cycle (1980 – 1986) ☐Post-1986 completed (Proposed/Zoned) ☐Rehabilitation

Project Credit Sub-Type: (if applicable)

☐Addressing Unmet Need ☐Extension of Controls (shown as, "Extension of Credit" in CTM)

- **Construction Type:** (check one) ☑New (includes reconstruction and conversions) ☐Rehabilitation

Flags: (check all that apply) ☐3.1 Phased ☐Durational Adjustment ☐Conversion ☑Court Project

☐Density Increase Granted ☐Mediated Project ☐Overlay Zone ☐Result of Growth Share Ordinance

☐High Poverty Census Tract ☐Off-Site ☐Partnership Project ☐RCA Receiving Project

☐Reconstruction ☐Part of Redevelopment Plan

Project Waiver granted: ☐yes ☐no Round Waiver was granted: ☐R1 ☐R2 ☐R3

Type of Waiver: _____

Number of market units proposed: 124 **Number of market units completed:** 0

Number of market units with certificates of occupancy issued after 1/1/2004: _____

Number of affordable units under construction: _____

Condo Fee percentage: (if applicable) N/A

Affordability Average Percentage:[1] N/A

[1] "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project N/A

Municipal or RCA funds expended N/A

Funding Sources (check all that apply)

☐County HOME ☐County Rehab Funds ☐CDBG ☐Federal Home Loan Bank ☐HODAG
☐ HUD ☐HUD 202 ☐HUD 236 ☐HUD 811 ☐HUD HOPE VI ☐HUD HOME
☐McKinney Funds ☐Fannie Mae Multi-Family ☐UDAG ☐UHORP
☐USDA-FHA Rural Development ☐USDA-FHA - Section 515 ☐Development Fees
☐Municipal Bond ☐Municipal Funds ☐Payment in Lieu ☑Private Financing ☐RCA
☐Capital Funding ☐Balanced Housing ☐ Balanced Housing – Home Express
☐DCA – Low Income House Tax Credit ☐NPP ☐DCA Shelter Support Services ☐DDD
☐DHSS ☐DHHS ☐HMFA Low Income House Tax Credit ☐HMFA ☐HMFA HOME
☐MONI ☐Section 8 ☐Small Cities ☐Other _____

Effective date of affordability controls: _____

Length of Affordability Controls: (in years) 30 or ☐Perpetual

Project Contacts: (fill in all that apply)

Administrative Agent: TBD

Property Manager: TBD

Rehab Program Administrator: _____

Other: _____ _____

For Redevelopment Projects:

Does this project require deed restricted units to be removed? ☐Yes ☑No

If Yes:

# of deed restricted units removed _____
# of moderate income units removed _____
# of low income units removed _____
# of very low income units removed _____
# of rental units removed _____
# of for-sale units removed _____
# of one-bedroom units removed _____
# of two-bedroom units removed _____
# of three-bedroom units removed _____

Revised Dec 2012

PART C – COUNTS

Affordable Unit Counts:

Total non-age-restricted 22 Sales _____ Rentals 22 Total age-restricted _____ Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

Low Income	Non-age restricted	Age-restricted
30% of median income [2]	_____	_____
35% of median income [3]	_____	_____
50% of median income	_____	_____
Moderate Income		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units:

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units:

Number of affordable units completed in this project 0

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

[2] Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

[3] Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

_____

_____

Revised Dec 2012

2016
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CORREA	✓			
Di PAOLO	✓			
HAYES	✓			
MORRELL	✓			
RIQUELME	✓			
ZAMECHANSKY	✓			
MAYOR KELLY				
TOTALS	6			

Resolution No.	**222**
Date:	**October 4, 2016**
Page:	**1 of 2**
Subject:	**Dennis Banoff**
Purpose:	**Hire as Tree Expert, Truck Driver, Laborer for the DPW**
Dollar Amount:	**$62,000 annually**
Prepared By:	**Susan Connelly, RMC**

Offered by: Riquelme
Seconded by: Hayes

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

DENNIS BANOFF-HIRE AS DPW TREE EXPERT/TRUCK DRIVER/LABORER

WHEREAS, the DPW is in need of employees; and

WHEREAS, Resolution #205 is being rescinded; and

WHEREAS, the Borough Administrator and DPW Superintendent have interviewed Mr. Banoff; and

WHEREAS, Dennis Banoff is a tree expert and has had experience working for a tree company; and

WHEREAS, Mr. Banoff has a Class B CDL license; and

WHEREAS, Mr. Banoff's starting salary would be $62,000, with benefits; and

WHEREAS, the recommendation is to hire Mr. Banoff full time;

BE IT RESOLVED, the Governing Body of the Borough of Dumont, authorizes the hiring of Dennis Banoff as a full-time DPW employee;

BE IT FURTHER RESOLVED, copies of this resolution shall be provided to the CFO, Finance, Personnel, DPW Superintendent and Mr. Banoff.

James J. Kelly, Mayor

I hereby certify that funds shall be provided by DPW Salaries and Wages

Raymond Herr, CFO

Date: October 4, 2016

2016
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CORREA	✓			
Di PAOLO	✓			
HAYES	✓			
MORRELL	✓			
RIQUELME	✓			
ZAMECHANSKY	✓			
MAYOR KELLY				
TOTALS	6			

Resolution No.	**223**
Date:	**October 4, 2016**
Page:	**1 of 2**
Subject:	**Christopher Arroyo-Murphy**
Purpose:	**Hire as DPW Seasonal Employee**
Dollar Amount:	**$10.00 per hour**
Prepared By:	**Susan Connelly, RMC**

Offered by: Riquelme
Seconded by: Hayes

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

CHRISTOPHER ARROYO-MURPHY-HIRE AS DPW SEASONAL EMPLOYEE

BE IT RESOLVED, the Governing Body of the Borough of Dumont approves the hiring of Christopher Arroy-Murphy at a salary of $10.00 per hour, no benefits, from October 3, 2016 through December 16, 2016:

BE IT FURTHER RESOLVED, copies of this resolution shall be provided to Mr. Arroyo-Murphy, the CFO, the Personnel Officer and Mr. Ebenhack.

James J. Kelly, Mayor

I hereby certify that funds shall be provided from DPW Salaries and Wages

Raymond Herr, CFO

Date: October 4, 2016

2016
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CORREA	✓			
Di PAOLO	✓			
HAYES	✓			
MORRELL	✓			
RIQUELME	✓			
ZAMECHANSKY	✓			
MAYOR KELLY				
TOTALS	6			

Resolution No.

Date: October 4, 2016

Page: 1 of 2

Subject: Closed Session

Purpose: Authorization to Enter

Dollar Amount:

Prepared By: Susan Connelly, RMC

Offered by: Morrell
Seconded by: Riquelme

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

CLOSED SESSION

WHEREAS, the Open Public Meetings Act, P.L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist; and

WHEREAS, the Governing Body wishes to discuss:
Personnel-Police
Purchase, lease, acquisition of real property with public funds

no longer requires that confidentiality, then the minutes can be made public.

BE IT RESOLVED, that the public be excluded from this meeting.

James J. Kelly, Mayor