

# 2017 Housing Element and Fair Share Plan

Borough of Dumont  
Bergen County, New Jersey

PREPARED FOR:

Borough of Dumont Joint Land Use Board

BA: 3335.00

NOVEMBER 15, 2017





Community Planning  
Land Development and Design  
Landscape Architecture

**B U R G I S**  
ASSOCIATES, INC.

Principals:

*Joseph H. Burgis PP, AICP*  
*Edward Snieckus, Jr. PP, LLA, ASLA*

2017 HOUSING ELEMENT AND FAIR SHARE PLAN  
BOROUGH OF DUMONT  
BERGEN COUNTY, NEW JERSEY

PREPARED FOR:

BOROUGH OF DUMONT JOINT LAND USE BOARD  
BA# 3335.00

The original document was appropriately signed and sealed on November 15, 2017 in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners.

---

Joseph H. Burgis, PP, AICP  
Professional Planner #2450

---

John P. Szabo, Jr., PP, AICP  
Professional Planner #3445

November 15, 2017

## MEMBERS OF THE BOROUGH OF DUMONT JOINT LAND USE BOARD

William Bochicchio, Chairman  
Timothy Hickey, Vice-Chairman  
Jared Geist, Councilman  
Ronald Burkert  
Michael Affrunti  
Elmer Pacia  
Barbara Chen  
Michael Worner  
Michael Cremin  
Kenneth Armellino, Alt. #1  
Alfred Moriarity, Alt. #2  
Janet Masio, Alt. #3, Secretary  
Nicole Talmo, Alt. #4

### **Board Clerk**

Lois Rusch

### **Board Attorney**

Mark Madaio, Esq.

## MEMBERS OF THE BOROUGH COUNCIL

James J. Kelly, Mayor  
Barbara Correa  
Louis Di Paolo  
Jared Geist  
Carl Manna  
Donald Morrell  
Rafael Riquelme

### **Borough Clerk**

Susan Connelly

### **Borough Attorney**

Gregg F. Paster, Esq.

## TABLE OF CONTENTS

Introduction	1
Section I: Housing Element	5
Section II: Fair Share Obligation	20
Section III: Fair Share Plan	23
Appendices	40

## LIST OF TABLES

Table 1: Dwelling Units (1950 to 2015)	8
Table 2: Housing Units by Tenure and Occupancy Status (2000 and 2015)	8
Table 3: Units in Structure (2000 and 2015)	9
Table 4: Number of Bedrooms in Housing Units (2000 and 2015)	9
Table 5: Year Structure Built	10
Table 6: Occupants Per Room (2000 and 2015)	10
Table 7: Equipment and Plumbing Facilities (2000 and 2015)	11
Table 8: Gross Rent of Renter-Occupied Housing Units (2000 and 2015)	11
Table 9: Value of Owner-Occupied Housing Units (2000 and 2015)	12
Table 10: Number of Residential Building Permits Issued for New Construction (2006 to 2015)	13
Table 11: Population Growth (1900 to 2015)	14
Table 12: Age Characteristics (2000 and 2015)	15
Table 13: Average Household Size (1960 to 2015)	15
Table 14: Household Income (1999 and 2015)	16
Table 15: Employment Status, Population 16 and Over (2000 and 2015)	17
Table 16: Employed Residents Age 16 and Over, By Industry (2000 and 2015)	17
Table 17: Employed Residents Age 16 and Over, By Occupation (2000 and 2015)	18
Table 18: Average Covered Employment (2006 to 2015)	18
Table 19: Sq Ft of Non-Residential Space Authorized by Building Permits (2006 to 2015)	19
Table 20: Existing Affordable Housing Added to RDP	22
Table 21: Plan Minimums and Maximums	25
Table 22: Units Rehabilitated Through County Program	26
Table 23: Plan Components Addressing Prior Round Obligation	28
Table 24: Plan Components Addressing RDP Obligation	28
Table 25: Satisfaction of RDP Minimums and Maximums	28
Table 26: Existing Units Addressing Unmet Need	29

## LIST OF MAPS

Land Use/Land Cover Map	7
Proposed Downtown Overlay District Map	30
Affordable Housing Plan Components Map	38

## LIST OF APPENDICES

A-1	Vacant Land Adjustment (Prepared by Maser Consulting P.A.)
A-2	Draft Downtown Overlay Zone Ordinance
A-3	Draft Mandatory Set-Aside Ordinance
A-4	Draft Affordable Housing Ordinance
A-5	Draft Development Fee Ordinance
A-6	Draft Spending Plan
A-7	Draft Redevelopment Plan 1 (RP1) Zone Ordinance
A-8	Bergen County Home Improvement Program – Supportive Documents
A-9	Existing and Pending Development Sites – Supportive Documents

## INTRODUCTION

### Historic Overview of the Courts and COAH

In 1975 the New Jersey Supreme Court decided, in So. Burlington Cty. NAACP v. Borough of Mount Laurel (Mount Laurel I), that every developing municipality in the state had an affirmative obligation to provide for its fair share of affordable housing. In a subsequent decision in 1983 (Mount Laurel II), the Court acknowledged that the vast majority of municipalities in the state had ignored their constitutional obligation. The Court refined in that decision the constitutional obligation to focus the obligation primarily on those municipalities that have portions of their boundaries within the growth area as shown on the State Development and Redevelopment Plan, and also called for the state legislature to enact legislation that would save municipalities from the burden of having the courts determine their affordable housing needs. The result was the adoption of the Fair Housing Act in 1985 and the establishment of the New Jersey Council on Affordable Housing (COAH), the State agency responsible for overseeing the manner in which the State's municipalities address their low and moderate income housing needs.

COAH proceeded to adopt regulations for the First Round obligation covering the years 1987 to 1993, and established Second Round housing-need numbers that cumulatively covered the years 1987 through 1999. Under both the first and second housing rounds COAH utilized what is commonly referred to as the "fair share" methodology.

COAH utilized a different methodology, called "growth share" beginning with their efforts to prepare Third Round housing-need numbers. Their first adopted Third Round substantive and procedural rules occurred in 2004. These regulations were challenged and in January 2007 the Appellate Division invalidated various aspects of the regulations and remanded considerable portions of the rules to COAH with the directive to adopt revised rules.

In May 2008 COAH adopted revised Third Round regulations and published them on June 2, 2008, thereby having them become effective. Coincident to this adoption, COAH proposed amendments to the rules it just adopted, and they went into effect in October 2008.

The rules and regulations adopted in 2008 were challenged, and in an October 2008 decision, the Appellate Division invalidated the growth share methodology, and indicated that COAH should adopt regulations pursuant to the fair share methodology utilized in Rounds One and Two.

The Supreme Court affirmed this decision in September 2013, invalidating the third iteration of the Third Round regulations, sustaining the invalidation of growth share, and directing COAH to adopt new regulations pursuant to the methodology utilized in Rounds One and Two.

In October 2014 COAH failed to adopt their newly revised Third Round regulations, deadlocking with a 3-3 vote. The Fair Share Housing Center, who was a party in both the 2010 and 2013 cases, responded

by filing a motion in aid of litigants rights with the New Jersey Supreme Court. The Court heard the motion in January 2015 and, on March 10, 2015 issued their ruling. The Court ruled that COAH was effectively dysfunctional, and consequently, returned jurisdiction of affordable housing issues back to the trial courts where it had been prior to the creation of COAH in 1986.

The Court decision has now effectively created a process for municipalities, like Dumont, that have endeavored to comply with their fair share affordable housing obligation, but due to the inertia of COAH, never obtained Third Round substantive certification of their Housing Element and Fair Share Plan (HE&FSP). These municipalities were entitled to file a declaratory judgment seeking to declare their HE&FSP constitutionally compliant, or receive temporary immunity from affordable housing 'builders remedy' lawsuits while they prepare a new or revised HE&FSP to ensure their plan continues to affirmatively address their local housing need. The Borough of Dumont filed a motion for declaratory judgment and a brief in support of a motion for temporary immunity with the Court on June 30, 2015. The Court granted immunity to the Borough on August 26, 2015, and the Borough has had immunity since that time.

#### The Borough's Historic Response to Its Affordable Housing Obligations

The Borough of Dumont has addressed its affordable housing obligations in a number of ways since COAH first established housing-need numbers over 20 years ago.

In 1994, COAH issued housing need numbers for the combined First and Second Round period between 1987 and 1999. Dumont was assigned an affordable housing obligation of 34 units. Although the Borough never formally petitioned COAH for Substantive Certification under the First or Second Rounds, Dumont did fulfill its Prior Round obligation via the construction of 99 affordable senior and non-senior disabled units known as the David F. Roche Apartments in 1983. These units have perpetual affordability controls and therefore satisfy the entirety of the Borough's Prior Round obligation, while also providing surplus credits that can be applied to future rounds.

In December 2004, COAH adopted new substantive (N.J.A.C. 5:94) and procedural (N.J.A.C. 5:95) rules to address the Third Round period. However, as detailed above, the 2004 regulations were challenged and, in 2007, various aspects of those regulations were invalidated by the Appellate Division.

Subsequently, in May 2008, COAH proposed revised procedural (N.J.A.C. 5:96) and substantive (N.J.A.C. 5:97) rules for the Third Round period. The Borough of Dumont adopted a HE&FSP on December 17, 2013 to address this second iteration of Third Round Rules, and subsequently petitioned COAH for Substantive Certification. The Petition was deemed complete by COAH on June 18, 2014; however, COAH took no further action. In 2015, as detailed above, the Third Round methodology based upon growth share was subsequently invalidated, necessitating a new plan based upon the prior rounds' fair share methodology.

In response to In re Adoption of N.J.A.C. 5:96 & 5:97 ex rel. New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (“Mount Laurel IV”), the Borough of Dumont filed a Declaratory Judgment action on June 30, 2015, along with a simultaneous motion for temporary immunity, which was granted by the Court on August 26, 2015. Subsequently, on September 27, 2016, the Borough adopted a new Third Round HE&FSP based upon the prior rounds’ fair share methodology. This 2017 HE&FSP updates and revises that 2016 HE&FSP in recognition of the fluid nature of the state’s affordable housing issues and evolving case law on affordable housing, as discussed in more detail below.

### The Third Round Affordable Housing Obligation and the Borough’s Response

The state of the Third Round affordable housing obligations for municipalities throughout New Jersey at present remains a fluid one, given the fact that neither the Courts, COAH, nor the legislature has come up with a definitive set of housing-need numbers that has been universally accepted. Two sets of numbers have been promulgated. These include numbers prepared by Econsult Solutions on behalf of a consortium of municipalities known as the Municipal Joint Defense Group, of which Dumont is a part, and numbers prepared by Dr. David Kinsey on behalf of the Fair Share Housing Center (FSHC). Their statewide affordable housing-need numbers vary dramatically. The following table compares the latest Econsult report’s fair share obligation numbers for Dumont (dated April 2017) against those assigned to Dumont in FSHC’s May 2016 report:

	<u>Econsult</u>	<u>FSHC</u>
1. Rehabilitation (Present Need) Obligation:	39	41
2. Prior Round Obligation (1987-1999):	33	34
3. Third Round Obligation (1999-2025):	134	422

Ultimately, a Settlement Agreement which was executed by the Borough of Dumont and FSHC sets forth the extent of Dumont’s prior need and prospective need obligations. The parties have agreed upon the following obligations for the Borough for the period from 1987 through July 1, 2025: a rehabilitation obligation of 41 units, a Prior Round obligation of 34 units, and a Third Round Prospective Need obligation of 295 units.

The Settlement Agreement also affirms, irrespective of the above, that the Borough’s realistic development potential (RDP) is 81 units, which was based upon a vacant land adjustment (VLA) analysis as well as analyses of pending and existing affordable housing developments approved and/or created since 1999. In addition, the Settlement Agreement details the manner in which the Borough is to address its affordable housing obligation (summarized below), and identifies its Unmet Need.

The manner in which the Borough has agreed to address its need is through the identification of a variety of existing affordable housing units and pending developments, overlay zones, and the creation of a Borough-wide mandatory set-aside ordinance. To address its RDP and Unmet Need, the Plan seeks 65 Prior Cycle credits, 15 credits for existing group homes, 68 credits for other existing affordable housing units, the use of 43 credits from pending developments, and one additional credit identified by



the Court's Special Master. In addition, the Plan identifies a downtown overlay zone wherein inclusionary mixed-use development may be developed in an effort to address Unmet Need. Furthermore, the Plan outlines a proposal for a Borough-wide mandatory set-aside ordinance, which will facilitate the creation of additional affordable units applicable to Unmet Need. These are all detailed in the body of this report.

The following HE&FSP is organized into three sections. The first part of this plan, the Housing Element, contains background data on the Borough's population, housing, and employment characteristics. The second section describes the Borough's obligation for the provision of affordable housing. The Borough's plan for meeting its affordable housing obligation is contained in the final section, Fair Share Plan.

DRAFT

## **SECTION I: HOUSING ELEMENT**

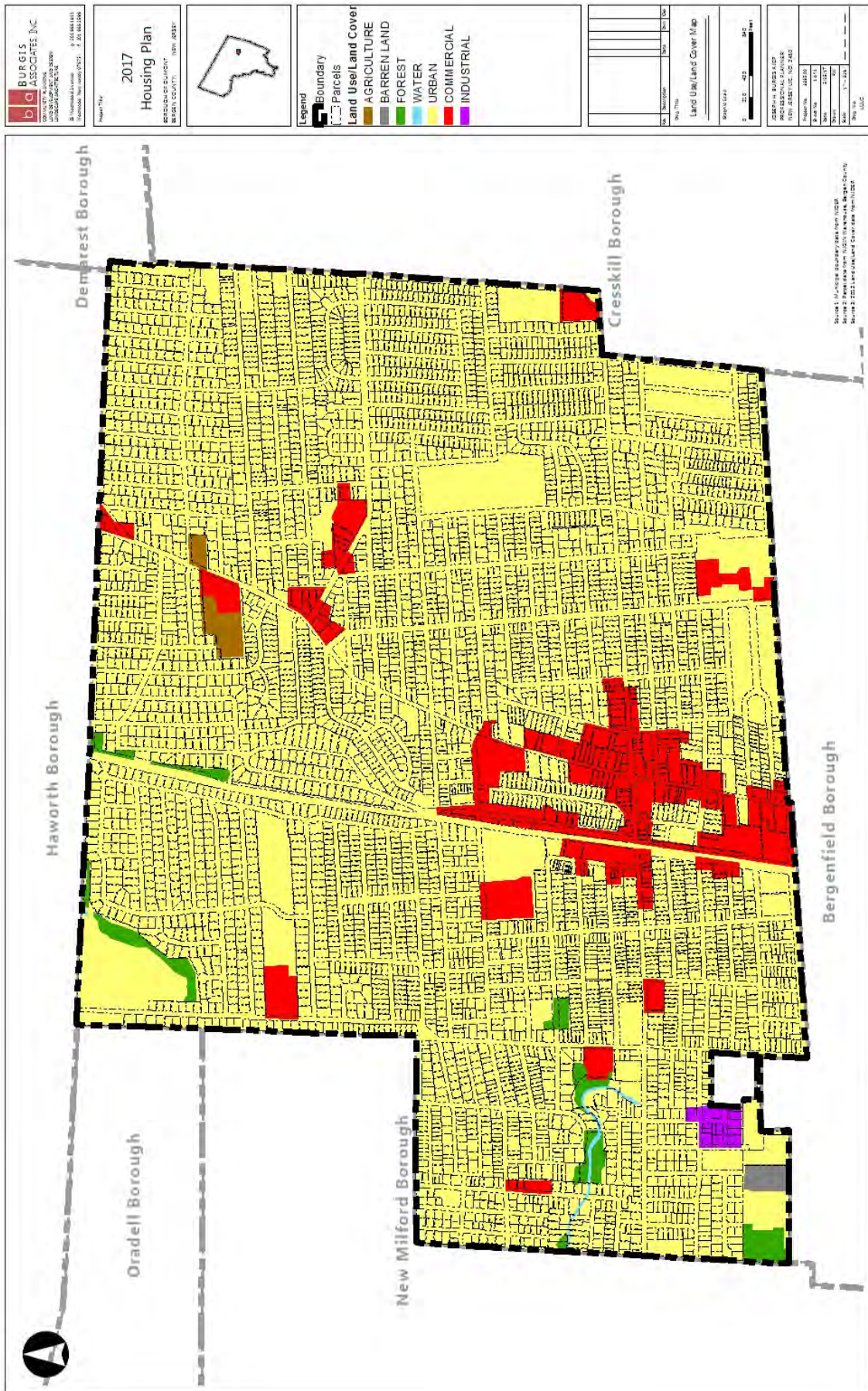
## A. COMMUNITY OVERVIEW

The Borough of Dumont is located in the central portion of Bergen County, and occupies an area of 2.0 square miles. It is bounded to the north by the Boroughs of Haworth and Demarest; to the east by the Borough of Cresskill; to the south by the Borough of Bergenfield; and to the west by the Boroughs of New Milford and Oradell.

The Borough is roughly three miles from the Garden State Parkway and Route 17, two miles from Route 4, and two and one-half miles from the Palisades Interstate Parkway. Major streets for through traffic in the Borough include Washington Avenue, Madison Avenue, Knickerbocker Road, and New Milford Avenue, all of which are county roadways.

Mass transit service to the Borough is provided by NJ Transit Bus Service. The New Jersey Transit 166 and 167 bus routes provide service between the Borough and the Port Authority Bus Terminal in midtown Manhattan, and the 186 bus route serves the George Washington Bridge Bus Terminal in upper Manhattan. Local bus service is available on the 753 and 772 routes along Washington and Madison Avenues. The CSX rail line also bisects the Borough from north to south, but offers freight service only.

The Borough of Dumont is essentially a fully developed community, with little remaining vacant land. The Borough is primarily characterized by single- and two-family detached residential units, comprising approximately 85 percent of the Borough's land area. Multi-family residential dwellings occupy another 2 percent of the Borough's land area (roughly 20 acres). Business uses comprise approximately 5 percent of the Borough's land area and are centered on a business district at the intersection of Madison Avenue and Washington Avenue. Industrial uses occupy approximately 4 acres within the Borough, representing less than one-half of one percent of the Borough's land area. The Borough's 2012 Land Use/Land Cover is illustrated on the accompanying map.





## B. INVENTORY OF MUNICIPAL HOUSING STOCK

This section of the Housing Element provides an inventory of the Borough's housing stock, as required by the MLUL. The inventory details housing characteristics such as age, condition, purchase/rental value, and occupancy. It also details the number of affordable units available to low- and moderate-income households and the number of substandard housing units capable of being rehabilitated.

1. Number of Dwelling Units. As shown in the accompanying table, the Borough's housing stock grew significantly in the 1950s and, to a lesser extent, the 1960s. However, the rate of growth slowed considerably in subsequent decades. On average, Dumont's housing stock grew by 2.5 percent per decade between 1970 and 2000. Estimates for 2015 suggest that Dumont's housing stock has only grown by 1.3 percent since 2000.

Table 1: Dwelling Units (1950 to 2015\*)  
Dumont, New Jersey

Year	Total Dwelling Units	Numerical Change	Percentage Change
1950	3,826	--	--
1960	5,443	1,617	42.3
1970	5,993	550	10.1
1980	6,162	169	2.8
1990	6,328	166	2.7
2000	6,465	137	2.2
2015*	6,548	83	1.3

\* 2015 data is the average between January 2011 and December 2015.

Sources: 2003 Bergen County Data Book; 2015 American Community Survey 5-Year Estimates.

The following table provides additional detail regarding the tenure and occupancy of the Borough's housing stock. As shown below, 70 percent of the Borough's housing stock was estimated to be owner-occupied in 2015, down just slightly from 73 percent in 2000. The number of vacant units has more than doubled since 2000, from 95 units (1.5 percent of all units) in 2000 to 240 units (3.7 percent of all units) in 2015.

Table 2: Housing Units by Tenure and Occupancy Status (2000 and 2015\*)  
Dumont, New Jersey

Category	2000		2015*	
	Number	Percent	Number	Percent
Owner-Occupied Units	4,736	73.2	4,594	70.1
Renter-Occupied Units	1,634	25.3	1,714	26.2
Vacant Units	95	1.5	240	3.7
Total Units	6,465	100.0	6,548	100.0

\* 2015 data is the average between January 2011 and December 2015.

Source: U.S. Census – 2000; 2015 American Community Survey 5-Year Estimates.

2. Housing Characteristics. The following tables provide additional information on the characteristics of the Borough's housing stock, including data on the number of units in the structure and the number of bedrooms. As shown below, the housing stock is predominantly characterized by single-family detached units, which represent approximately 72 percent of all dwelling units. Multi-family developments containing 5 or more dwelling units represent the second most predominant housing type at 13.5 percent, followed by two-family dwellings at 8 percent.

**Table 3: Units in Structure (2000 and 2015\*)**  
Dumont, New Jersey

Units in Structure	2000		2015*	
	Number	Percent	Number	Percent
One Unit Detached	4,632	71.6	4,724	72.1
One Unit Attached	139	2.2	103	1.6
2 Units	702	10.9	530	8.1
3 to 4 Units	169	2.6	306	4.7
5 to 9 Units	91	1.4	257	3.9
10 to 19 Units	228	3.5	220	3.4
20 or More Units	504	7.8	408	6.2
Mobile Home	0	0.0	0	0.0
<b>Total</b>	<b>6,465</b>	<b>100.0</b>	<b>6,548</b>	<b>100.0</b>

\* 2015 data is the average between January 2011 and December 2015.

Source: U.S. Census – 2000; 2015 American Community Survey 5-Year Estimates.

**Table 4: Number of Bedrooms in Housing Units (2000 and 2015\*)**  
Dumont, New Jersey

Number of Bedrooms	2000		2015*	
	Number	Percent	Number	Percent
Zero	43	0.7	102	1.6
One	1,027	15.9	933	14.2
Two	1,178	18.2	1,105	16.9
Three	3,001	46.4	3,054	46.6
Four	1,049	16.2	1,125	17.2
Five or More	167	2.6	229	3.5
<b>Total</b>	<b>6,465</b>	<b>100.0</b>	<b>6,548</b>	<b>100.0</b>

\* 2015 data is the average between January 2011 and December 2015.

Source: U.S. Census – 2000; 2015 American Community Survey 5-Year Estimates.

3. Housing Age. The following table details the age of the Borough's housing stock. As shown, nearly three-quarters (72.4 percent) of the Borough's housing units were constructed prior to 1960. Approximately 5 percent of Dumont's housing stock was built in 2000 or later.

Table 5: Year Structure Built  
Dumont, New Jersey

Year Units Built	Number	Percent
2014 or later	0	0.0
2010 to 2013	45	0.7
2000 to 2009	262	4.0
1990 to 1999	252	3.8
1980 to 1989	175	2.7
1970 to 1979	257	3.9
1960 to 1969	818	12.5
1950 to 1959	1,919	29.3
1940 to 1949	1,145	17.5
1939 or earlier	1,675	25.6
<b>Total</b>	<b>6,548</b>	<b>100.0</b>

Source: 2015 American Community Survey 5-Year Estimates.

4. Housing Conditions. An inventory of the Borough's housing conditions is presented in the following tables. The first table identifies the extent of overcrowding in the Borough, defined as housing units with more than one occupant per room. The data indicates that the number of occupied housing units considered overcrowded has decreased since 2000, from 142 units (2.3 percent of all occupied units) in 2000 to 119 units (1.9 percent of all occupied units) in 2015.

Table 6: Occupants Per Room (2000 and 2015\*)  
Dumont, New Jersey

Occupants Per Room	2000		2015*	
	Number	Percent	Number	Percent
1.00 or less	6,228	97.8	6,189	98.1
1.01 to 1.50	87	1.4	119	1.9
1.51 or more	55	0.9	0	0.0
<b>Total</b>	<b>6,370</b>	<b>100.0</b>	<b>6,308</b>	<b>100.0</b>

\* 2015 data is the average between January 2011 and December 2015.

Source: U.S. Census – 2000; 2015 American Community Survey 5-Year Estimates.

The table below presents other key characteristics of housing conditions, including the presence of complete plumbing and kitchen facilities and the type of heating equipment used. As shown, the number and percentage of occupied housing units lacking complete kitchen facilities increased between 2000 and 2015, while the number and percentage of occupied housing units lacking complete plumbing facilities decreased between 2000 and 2015. The number of occupied housing units without heat increased from zero occupied units in 2000 to 12 occupied units in 2015.

Table 7: Equipment and Plumbing Facilities (2000 and 2015\*)  
Dumont, New Jersey

Facilities	2000		2015*	
	Number	Percent	Number	Percent
<u>Kitchen:</u>				
With Complete Facilities	6,364	99.9	6,289	99.7
Lacking Complete Facilities	6	0.1	19	0.3
<u>Plumbing:</u>				
With Complete Facilities	6,364	99.9	6,308	100.0
Lacking Complete Facilities	6	0.1	0	0.0
<u>Heating Equipment:</u>				
Standard Heating Facilities	6,347	99.6	6,288	99.7
Other Fuel	23	0.4	8	0.1
No Fuel Used	0	0.0	12	0.2
<b>Total</b>	<b>6,370</b>	<b>100.0</b>	<b>6,308</b>	<b>100.0</b>

\* 2015 data is the average between January 2011 and December 2015.

Source: U.S. Census – 2000; 2015 American Community Survey 5-Year Estimates.

5. Purchase and Rental Values. Table 8 shows that whereas only 29 percent of Dumont's rental housing stock had monthly rents of \$1,000 or more in 2000, nearly 72 percent of Dumont's rental units had monthly rents of \$1,000 or more by 2015. The Borough's median monthly rent in 2015 was \$1,194, representing a 35 percent increase over the Borough's median monthly rent in 2000. However, the Borough's median monthly rent in 2015 was 11 percent lower than the median monthly rent of Bergen County as a whole, which was \$1,348.

Table 8: Gross Rent of Renter-Occupied Housing Units (2000 and 2015\*)  
Dumont, New Jersey

Rent	2000		2015*	
	Number	Percent	Number	Percent
Less than \$500	144	8.8	156	9.1
\$500 to \$999	952	58.4	272	15.9
\$1,000 to \$1,499	436	26.7	839	48.9
\$1,500 to \$1,999	34	2.1	241	14.1
\$2,000 to \$2,499			107	6.2
\$2,500 to \$2,999			40	2.3
\$3,000 or More			0	0.0
No Cash Rent	64	3.9	59	3.4
<b>Total</b>	<b>1,630</b>	<b>100.0</b>	<b>1,714</b>	<b>100.0</b>
<b>Median Gross Rent</b>	<b>\$882</b>		<b>\$1,194</b>	
<b>Bergen County Median</b>	<b>\$872</b>		<b>\$1,348</b>	

\* 2015 data is the average between January 2011 and December 2015.

Source: U.S. Census – 2000; 2015 American Community Survey 5-Year Estimates.



Table 9 below shows that whereas only 3 percent of Dumont's owner-occupied units had a value of \$300,000 or more in 2000, over 80 percent of Dumont's owner-occupied units had a value of \$300,000 or more in 2015. The Borough's median housing value of \$359,300 in 2015 was approximately 84 percent higher than the Borough's median value in 2000. However, the Borough's 2015 median value was approximately 19 percent lower than the County's 2015 median value.

**Table 9: Value of Owner-Occupied Housing Units (2000 and 2015\*)**  
Dumont, New Jersey

Value Range	2000		2015*	
	Number	Percent	Number	Percent
Less than \$50,000	29	0.7	179	3.9
\$50,000 to \$99,999	32	0.7	25	0.5
\$100,000 to \$149,999	291	6.6	11	0.2
\$150,000 to \$199,999	2,082	47.4	98	2.1
\$200,000 to \$299,999	1,825	41.5	585	12.7
\$300,000 to \$499,999	128	2.9	3,155	68.7
\$500,000 to \$999,999	0	0.0	541	11.8
\$1,000,000 or More	8	0.2	0	0.0
<b>Total</b>	<b>4,395</b>	<b>100.0</b>	<b>4,594</b>	<b>100.0</b>
<b>Median Value</b>	<b>\$195,000</b>		<b>\$359,300</b>	
<b>Bergen County Median</b>	<b>\$250,300</b>		<b>\$441,100</b>	

\* 2015 data is the average between January 2011 and December 2015.

Source: U.S. Census – 2000; 2015 American Community Survey 5-Year Estimates.

6. Number of Units Affordable to Low- and Moderate-Income Households. Based on COAH's 2014 regional income limits, the median household income for a three-person household in COAH Region 1, Dumont's housing region comprised of Bergen, Hudson, Passaic and Sussex Counties, is \$75,980. A three-person moderate-income household, established at no more than 80 percent of the median income, would have an income not exceeding \$60,784. A three-person low-income household, established at no more than 50 percent of the median income, would have an income not exceeding \$37,990.

An affordable sales price for a three-person moderate-income household earning 80 percent of the median income is estimated at approximately \$250,000. An affordable sales price for a three-person low-income household earning 50 percent of the median income is estimated at approximately \$150,000. These estimates are based on the UHAC affordability controls outlined in N.J.A.C. 5:80-26.1 et seq. Approximately 19 percent of the Borough's housing units are valued at less than \$300,000, and approximately 5 percent are valued at less than \$150,000, according to the 2015 American Community Survey.

For renter-occupied housing, an affordable monthly rent for a three-person moderate-income household earning 80 percent of the median income is estimated at approximately \$1,500. An affordable monthly rent for a three-person low-income household earning 50 percent of the

median income is estimated at approximately \$950. According to the 2015 American Community Survey, approximately 76.5 percent of the Borough's rental units (for which cash rent is paid) have a gross rent less than \$1,500, and approximately 9 percent of the rental units (for which cash rent is paid) have a gross rent less than \$1,000.

7. Substandard Housing Capable of Being Rehabilitated. COAH provides the formula for calculating the number of units in a community that are in need of rehabilitation and are not likely to experience "spontaneous rehabilitation." Dumont's rehabilitation share is determined to be 39 units. The Borough's rehabilitation share is further explored in the Fair Share Plan section of this document.

### C. PROJECTION OF MUNICIPAL HOUSING STOCK

The COAH regulations require a projection of the community's housing stock, including the probable future construction of low- and moderate-income housing, for the ten years subsequent to the adoption of the Housing Element. This projection shall be based upon an assessment of data which minimally must include the number of residential construction permits issued, approvals of applications for residential development, and probable residential development of lands. Each of these items are identified and outlined below.

1. Housing Units Constructed During the Last Ten Years. The table below provides data concerning residential building permits issued for new construction during the past ten years. During this period, a total of 37 residential building permits were issued for new construction, all of which were for one- and two-family residences. Over two-thirds of these building permits were issued in just two years, 2007 and 2008. Since 2006, the Borough has issued, on average, approximately 4 residential building permits per year.

**Table 10: Number of Residential Building Permits Issued For New Construction (2006 to 2015)**  
Dumont, New Jersey

Year Issued	One & Two Family	Multi-Family	Mixed-Use	Total
2006	4	0	0	4
2007	14	0	0	14
2008	12	0	0	12
2009	0	0	0	0
2010	1	0	0	1
2011	0	0	0	0
2012	0	0	0	0
2013	1	0	0	1
2014	5	0	0	5
2015	0	0	0	0
<b>Total</b>	<b>37</b>	<b>0</b>	<b>0</b>	<b>37</b>

Source: New Jersey Construction Reporter.

2. Probable Residential Development of Lands. Considering the rate of residential growth experienced in Dumont over the past decade, the continuing economic stagnation following the Great Recession, and the fact that there are a limited amount of developable parcels remaining in the Borough, it is anticipated that the Borough will continue to see only modest growth in one- and two-family residential development over the next decade. It is anticipated that the Borough may add approximately 40 more one- and two-family units to its housing stock over the next ten-year period.

In addition, as will be discussed in more detail in subsequent sections of this document, it is expected that 146 multi-family dwellings will be constructed over the next decade pursuant to the settlement agreement with Landmark Dumont, LLC in 2016. It is anticipated that 22 of these dwellings will be affordable rental units.

#### D. DEMOGRAPHIC ANALYSIS

The COAH regulations require that a Housing Element provide an analysis of the community's demographic characteristics, including an assessment of population size, rate of population growth, age characteristics, income levels, and household size. Each of these items is described in this section of the report.

1. Population Size. As seen in the table below, the Borough experienced growth in every decade up to 1970, with the most growth occurring in the 1900s, 1920s and 1940s. Dumont's population then declined during the 1970s and 1980s. However, since 1990, the Borough has grown by nearly 2 percent each decade. The 2015 American Community Survey estimates that Dumont's current population is 17,820 people, its highest figure since 1980.

Table 11: Population Growth (1900 to 2015\*)  
Dumont, New Jersey

Year	Population	Population Change	Percent Change
1900	643	--	--
1910	1,783	1,140	177.3
1920	2,537	754	42.3
1930	5,861	3,324	131.0
1940	7,556	1,695	28.9
1950	13,013	5,457	72.2
1960	18,882	5,869	45.1
1970	20,155	1,273	6.7
1980	18,334	-1,821	-9.0
1990	17,187	-1,147	-6.3
2000	17,503	316	1.8
2015*	17,820	317	1.8

\* 2015 data is the average between January 2011 and December 2015.

Sources: 2003 Bergen County Data Book; 2015 American Community Survey 5-Year Estimates.

2. Age Characteristics. The Borough's age characteristics, which are outlined in the table below, indicate an aging community. As shown, the percentage of the population age 55 and over increased by 22 percent between 2000 and 2015, whereas the percentage of the population age 25 to 34 experienced a 19 percent loss during this period. Overall, Dumont's median age increased by 2.5 years between 2000 and 2015, from 38.4 to 40.9.

**Table 12: Age Characteristics (2000 and 2015\*)**  
Dumont, New Jersey

Age	2000		2015*	
	Number	Percent	Number	Percent
Under 5 years	1,173	6.7	1,017	5.7
5 to 19 years	3,415	19.5	3,325	18.7
20 to 24 years	740	4.2	1,070	6.0
25 to 34 years	2,297	13.1	2,057	11.5
35 to 44 years	3,185	18.2	2,487	14.0
45 to 54 years	2,306	13.2	2,406	13.5
55 to 64 years	1,685	9.6	2,650	14.9
65 to 84 years	2,393	13.7	2,406	13.5
85 years and over	309	1.8	402	2.3
<b>Total</b>	<b>17,503</b>	<b>100.0</b>	<b>17,820</b>	<b>100.0</b>
<b>Median Age</b>	<b>38.4</b>		<b>40.9</b>	

\* 2015 data is the average between January 2011 and December 2015.

Source: U.S. Census – 2000; 2015 American Community Survey 5-Year Estimates.

3. Average Household Size. The average household size for the Borough declined steadily each decade between 1960 and 2000. However, the average household size for 2015 showed a slight increase from 2000, at 2.82 people per household.

**Table 13: Average Household Size (1960 to 2015\*)**  
Dumont, New Jersey

Year	Total Population	Number of Households	Average Household Size
1960	18,882	5,323	3.54
1970	20,155	5,136	3.41
1980	18,334	6,095	3.01
1990	17,187	6,177	2.78
2000	17,503	6,370	2.75
2015*	17,820	6,308	2.82

\* 2015 data is the average between January 2011 and December 2015.

Sources: 2003 Bergen County Data Book; 2015 American Community Survey 5-Year Estimates.

4. Household Income. Detailed household income figures are shown in the table below. As shown, between 1999 and 2015, the proportion of households earning annual incomes of \$100,000 or greater more than doubled. During this period, the Borough's median household income increased by over 42 percent, from \$65,490 in 1999 to \$93,074 in 2015. The Borough's 2015 median household income was 8.5 percent higher than that of Bergen County as a whole, which was \$85,806 in 2015.

**Table 14: Household Income (1999 and 2015\*)**  
Dumont, New Jersey

Income Category	1999		2015*	
	Number	Percent	Number	Percent
Less than \$10,000	222	3.5	179	2.8
\$10,000 to \$14,999	325	5.1	132	2.1
\$15,000 to \$24,999	537	8.4	361	5.7
\$25,000 to \$34,999	445	7.0	445	7.1
\$35,000 to \$49,999	844	13.3	645	10.2
\$50,000 to \$74,999	1,420	22.3	833	13.2
\$75,000 to \$99,999	1,138	17.9	836	13.3
\$100,000 to \$149,999	987	15.5	1,321	20.9
\$150,000 to \$199,999	364	5.7	1,041	16.5
\$200,000 or more	79	1.2	515	8.2
<b>Total</b>	<b>6,361</b>	<b>100.0</b>	<b>6,308</b>	<b>100.0</b>
<b>Median Household Income</b>	<b>\$65,490</b>		<b>\$93,074</b>	
<b>Bergen County Median</b>	<b>\$65,241</b>		<b>\$85,806</b>	

\* 2015 data is the average between January 2011 and December 2015.

Source: U.S. Census – 2000; 2015 American Community Survey 5-Year Estimates.

#### E. EMPLOYMENT ANALYSIS

The COAH regulations require that the Housing Element include an analysis of the existing and probable future employment characteristics of the community. The following tables present information on historic trends, employment characteristics, occupational patterns, and related data.

1. Employment Status. Table 15 provides information on the employment status of Dumont residents age 16 and over. As shown, the unemployment rate for Dumont's civilian labor force nearly doubled between 2000 and 2015, from 2.9 percent in 2000 to 5.5 percent in 2015. This is higher than Bergen County's overall 2015 unemployment rate of 4.1 percent. It is also important to note that the percentage of Dumont's population in the labor force also increased during this period, from 66.4 percent in 2000 to 69.4 percent in 2015.

Table 15: Employment Status, Population 16 and Over (2000 and 2015\*)  
Dumont, New Jersey

Employment Status	2000		2015*	
	Number	Percent	Number	Percent
In labor force	9,072	66.4	9,929	69.4
Civilian labor force	9,072	66.4	9,929	69.4
Employed	8,809	64.5	9,385	65.6
Unemployed	263	1.9	544	3.8
% of civilian labor force	--	2.9	--	5.5
Armed Forces	0	0.0	0	0.0
Not in labor force	4,581	33.6	4,379	30.6
<b>Total Population 16 and Over</b>	<b>13,653</b>	<b>100.0</b>	<b>14,308</b>	<b>100.0</b>

\* 2015 data is the average between January 2011 and December 2015.

Source: U.S. Census – 2000; 2015 American Community Survey 5-Year Estimates.

2. Employment Characteristics of Employed Residents. The following two tables detail information on the employment characteristics of employed Dumont residents. Table 16 details industry characteristics, while Table 17 details occupation characteristics.

Table 16: Employed Residents Age 16 and Over, By Industry (2000 and 2015\*)  
Dumont, New Jersey

Industry	2000		2015*	
	Number	Percent	Number	Percent
Agriculture, forestry, fishing, hunting and mining	26	0.3	0	0.0
Construction	527	6.0	596	6.4
Manufacturing	871	9.9	528	5.6
Wholesale trade	316	3.6	518	5.5
Retail trade	1,042	11.8	985	10.5
Transportation, warehousing and utilities	573	6.5	754	8.0
Information	569	6.5	304	3.2
Finance, insurance, real estate and rental and leasing	724	8.2	573	6.1
Professional, scientific, management, administrative and waste management services	940	10.7	818	8.7
Educational, health and social services	1,843	20.9	3,144	33.5
Arts, entertainment, recreation, accommodation and food services	665	7.5	529	5.6
Other services	454	5.2	341	3.6
Public administration	259	2.9	295	3.1
<b>Total</b>	<b>8,809</b>	<b>100.0</b>	<b>9,385</b>	<b>100.0</b>

\* 2015 data is the average between January 2011 and December 2015.

Source: U.S. Census – 2000; 2015 American Community Survey 5-Year Estimates.

Table 17: Employed Residents Age 16 and Over, By Occupation (2000 and 2015\*)  
Dumont, New Jersey

Occupation	2000		2015*	
	Number	Percent	Number	Percent
Management, business, science and arts	3,319	37.7	4,207	44.8
Service	1,154	13.1	1,449	15.4
Sales and office	2,776	31.5	2,269	24.2
Natural resources, construction and maintenance	776	8.8	751	8.0
Production, transportation and material moving	784	8.9	709	7.6
<b>Total</b>	<b>8,809</b>	<b>100</b>	<b>9,385</b>	<b>100</b>

\* 2015 data is the average between January 2011 and December 2015.

Source: U.S. Census – 2000; 2015 American Community Survey 5-Year Estimates.

3. Employment Projections. A projection of the Borough's probable future employment characteristics are based on an assessment of historic employment trends, the number of non-residential construction permits issued, and probable non-residential development of lands. Each of these items are identified and outlined below.
  - a. Historic Employment Trends. The table below provides data on Dumont's average annual employment covered by unemployment insurance over the past ten years. As shown, the number of jobs dropped drastically from a high of 2,549 jobs in 2006 to a low of 2,028 jobs in 2010 in the wake of the financial crisis. Since then, the Borough's employment has fluctuated, with gains in 2011 and 2012, and losses in 2013 and 2014. Dumont's 2015 covered employment – 2,255 jobs – is the highest it has been since the Great Recession of 2008 and represents a 4 percent increase from 2014.

Table 18: Average Covered Employment (2006 to 2015)  
Dumont, New Jersey

Year	Number of Jobs	Change in Number of Jobs	Percent Change (%)
2006	2,549	--	--
2007	N/A	--	--
2008	2,350	--	--
2009	N/A	--	--
2010	2,028	--	--
2011	2,111	83	4.1
2012	2,224	113	5.4
2013	2,172	-52	-2.3
2014	2,168	-4	-0.2
2015	2,255	87	4.0

Source: New Jersey Department of Labor and Workforce Development.

N/A: Data not available.



- b. Non-Residential Square Footage Constructed During the Last Ten Years. The table below provides data concerning the amount of non-residential square footage authorized by building permits during the past ten years. During this period, building permits were issued for over 75,000 square feet of non-residential space. Over approximately 60 percent of this space was educational, approximately 30 percent was office, and the remaining space was A2 assembly (food and drink), and storage. It is noted that nearly all (99.6 percent) of the nonresidential building permits issued over the last decade were issued between 2006 and 2010. Overall, the Borough issued permits for approximately 7,500 square feet of non-residential space per year, on average, during the past decade.

**Table 19: Square Feet of Non-Residential Space  
Authorized by Building Permits (2006 to 2015)  
Dumont, New Jersey**

Year Issued	Office	A2 Assembly	Education	Storage	Total
2006	--	--	44,000	--	44,000
2007	--	--	--	560	560
2008	--	9,007	--	--	9,007
2009	20,220	--	--	--	20,220
2010	1,300	--	--	--	1,300
2011	--	--	--	--	0
2012	--	--	--	--	0
2013	--	--	--	--	0
2014	315	--	--	--	315
2015	--	--	--	--	0
<b>Total</b>	<b>21,835</b>	<b>9,007</b>	<b>44,000</b>	<b>560</b>	<b>75,402</b>

Source: New Jersey Construction Reporter.

- c. Probable Non-Residential Development of Lands. The Borough experienced modest non-residential growth over the past ten years, with an average of 7,500 square feet of new non-residential space per year. However, as noted above, the vast majority of this growth occurred prior to 2011. Given the weak office market, continued fall-out from the recession, and limited developable land, the Borough anticipates lower non-residential growth over the next ten-year period, resulting in approximately 30,000 to 40,000 additional square feet of non-residential space to be constructed in the community.
- d. Probable Future Employment Characteristics. As detailed in Table 18 above, the number of jobs in Dumont has increased by approximately 2 percent, on average, since 2010. It is anticipated that this modest, yet steady, growth rate will continue over the next ten-year period. This anticipated growth rate suggests that future employment within the Borough will reach approximately 2,750 jobs by 2025.



## **SECTION II: FAIR SHARE OBLIGATION**

## A. SUMMARY OF FAIR SHARE OBLIGATION

The state of the Third Round affordable housing obligations for municipalities throughout New Jersey continues to be in flux, given the fact that neither the Courts, COAH, nor the legislature has come up with a definitive set of housing-need numbers that has been universally accepted. Thus far, two sets of numbers have been promulgated and widely discussed. These include numbers prepared by Econsult Solutions on behalf of a consortium of municipalities known as the Municipal Joint Defense Group, of which Dumont is a part, and numbers prepared by Dr. David Kinsey on behalf of the Fair Share Housing Center (FSHC). Their housing-need numbers for the Borough of Dumont are as follows:

	Econsult (April 2017)	FSHC (May 2016)
1. Rehabilitation (Present Need) Obligation:	39	41
2. Prior Round Obligation (1987-1999):	33	34
3. Third Round Obligation (1999-2025):	134	422

Ultimately, a Settlement Agreement which was executed by the Borough and FSHC sets forth the extent of Dumont's prior need and prospective need obligations. The parties have agreed upon the following obligations for the Borough for the period from 1987 through July 1, 2025:

	<u>Obligation per Settlement</u>
1. Rehabilitation (Present Need) Obligation:	41
2. Prior Round Obligation (1987-1999):	34
3. Third Round Obligation (1999-2025):	295

The Borough of Dumont is essentially fully developed and, thus is entitled to adjust this obligation in accordance with a procedure set forth in COAH's Second Round rules. As such, the Settlement Agreement established that the Borough's realistic development potential (RDP) is 81 units. As provided by the Second Round regulations, an RDP analysis is intended to determine which sites in a municipality are the most likely sites to develop for low- and moderate-income housing. The City's RDP was essentially calculated through a three-step process.

1. Vacant Land Adjustment. First, a vacant land adjustment (VLA) was undertaken pursuant to the Second Round regulations by Maser Consulting P.A. An inventory of all vacant property in the Borough was initially prepared, followed by an assessment of environmental constraints and other factors that allow a municipality to delete sites or portions of sites from the vacant land inventory. The regulations permit a municipality to eliminate undersized properties (minimally 0.625 acres) and/or contain environmentally sensitive lands characterized by steep slopes, wetlands, or flood plain areas, historic and architecturally important sites, active recreational lands, conservation, parklands and open space lands, as well as any individual sites not suitable for low and moderate income housing.

Ultimately, the VLA conducted for Dumont established that the Borough has 4.13 acres of vacant land, but only 2.04 acres are vacant developable land that are devoid of the aforementioned environmentally sensitive features and of a minimum required area to be calculated for the purposes of the VLA. Based on a presumptive density of 8 units per acre as applied to these 2.04 acres, and the imposition of a 20 percent set-aside, the VLA resulted in a RDP of 3 units. Please refer to the full VLA prepared by Maser Consulting P.A. as set forth in the Appendix of this document.

2. Existing Affordable Housing Developments. In addition to the VLA noted above, the Borough's RDP includes those existing affordable housing projects that were created during the Third Round (i.e., 1999 or later). As shown in the table below, Dumont has three existing affordable housing developments containing a total of 56 units, which will be added to the Borough's RDP.

**Table 20: Existing Affordable Housing Added to RDP  
Dumont, New Jersey**

Development	Location	Year Completed	# of Units
Saint Mary's Senior Residence	258 Washington Avenue	2010	49
Advance Housing Group Home	94 Virginia Avenue	2006	3
Bethesda Lutheran Group Home	59 Sherwood Road	2003	4
<b>Total</b>			<b>56</b>

3. Pending Developments. Finally, the determination of Dumont's RDP also includes 22 affordable units which are expected to be constructed before the end of the Third Round in 2025. These 22 affordable units were approved as part of the Borough's Settlement Agreement with Landmark Dumont, LLC in 2016. As part of the Settlement Agreement, Landmark Dumont, LLC, is permitted to construct 124 market rate units and 22 affordable units, for a total of 146 units, at 511 and 546 Washington Avenue (known as Block 215 Lot 1 and Block 212 Lot 20, respectively).

These 22 units, plus the aforementioned 3 units from the VLA and 56 from existing affordable units created in the Third Round, result in a total RDP of 81 units.

### **SECTION III: FAIR SHARE PLAN**

## A. PLAN SUMMARY

The Fair Share Plan identifies the manner in which the Borough's fair share affordable housing obligations – inclusive of a 41-unit Rehabilitation (Present Need) obligation, 34-unit Prior Round obligation, and 295-unit Third Round obligation – are to be addressed. This is summarized below.

1. Rehabilitation Share. The Borough intends to satisfy its 41-unit Rehabilitation (Present Need) obligation with units 8 already rehabilitated as part of the Bergen County Home Improvement Program (BCHIP) and 21 new units created as part of a 100 percent affordable development. The Borough also intends to continue its participation in the BCHIP to fulfill the remainder of its Rehabilitation Share. This will be discussed in more detail later in this section.
2. Prior Round Obligation. Dumont's Prior Cycle Credits exceed the Borough's 34-unit Prior Round obligation, covering the period from 1987 to 1999. As such, the Borough has addressed the entirety of its Prior Round obligation and has additional surplus units/credits that can be carried over to address future obligations. This is detailed later in this section.
3. Third Round Prospective Need Obligation. Pursuant to the Borough's Settlement Agreement with FSHC, Dumont has a 295-unit Third Round Prospective Need obligation. This figure is comprised of an 81-unit RDP and a remaining Unmet Need of 214 units. The Borough proposes to address its RDP and Unmet Need with surplus Prior Cycle Credits, a variety of existing affordable housing units and pending developments, rental bonus credits permitted in accordance with COAH's Second Round rules, a downtown overlay zone, and the creation of a Borough-wide mandatory set-aside ordinance. These are detailed later in this section.

As detailed herein, the Borough of Dumont can accommodate the entirety of the community's affordable housing obligation through 2025 in a manner that affirmatively addresses need while at the same time maintaining the overall character of the community.

## B. MINIMUMS/MAXIMUMS TO BE ADDRESSED

This plan seeks to address the Borough's affordable housing obligation by application of COAH Round 2 (1993-1999) rules. The Supreme Court in its 2015 affordable housing decision endorsed use of this methodology by COAH. As such, the following minimum requirements and maximum limitations, as set forth in COAH's Second Round rules, will be addressed within the plan:

1. Prior Round Obligation:
  - a. Age-Restricted Units. Pursuant to N.J.A.C. 5:93-5.14.a.1, the Borough is permitted to age-restrict up to 25 percent of its 34-unit Prior Round obligation. This equates to a maximum of 8 age-restricted units. It is noted, however, that Prior Cycle Credits (units constructed between 1980 and 1986) are not subject to this limitation.

- b. Rental Units. Pursuant to N.J.A.C. 5:93-5.15.a, the Borough is required to address at least 25 percent of its 34-unit Prior Round obligation with rental housing. This equates to a minimum of 9 rental units.
- c. Rental Bonus Credits. Pursuant to N.J.A.C. 5:93-5.15.d, the Borough shall receive a 2:1 rental bonus credit for rental units made available to the general public, up to the 9-unit rental obligation. For age-restricted rental units, a 1.33:1 rental bonus credit shall be granted, but only up to 50 percent of the rental obligation, or 4 units.

2. RDP Obligation:

- a. Age-Restricted Units. Pursuant to N.J.A.C. 5:93-4.1.d, the Borough is permitted to age-restrict up to 25 percent of the sum of its RDP plus Rehabilitation obligation. The Borough's RDP plus Rehabilitation obligation sums to 122 units; therefore, the maximum number of age-restricted units equals 30 units. It is noted, however, that Prior Cycle Credits (units constructed between 1980 and 1986) are not subject to this limitation.
- b. Rental Units. Pursuant to N.J.A.C. 5:93-5.15.a, the Borough is required to address at least 25 percent of its 81-unit RDP obligation with rental housing. This equates to a minimum of 21 rental units.
- c. Rental Bonus Credits. Pursuant to N.J.A.C. 5:93-5.15.d, the Borough shall receive a 2:1 rental bonus credit for rental units made available to the general public, up to the 21-unit rental obligation. For age-restricted rental units, a 1.33:1 rental bonus credit shall be granted, but only up to 50 percent of the rental obligation, or 10 units.

The table below summarizes the above parameters for both the Prior Round and RDP obligations.

**Table 21: Plan Minimums and Maximums  
Dumont, New Jersey**

Requirement	Prior Round Obligation	RDP Obligation
Max. Age-Restricted Units	8*	30*
Min. Rental Units	9	21
Max. Rental Bonus Credits (Total)	9	21
Max. Rental Bonus Credits (Age-Restricted)	4	10

\*: Prior Cycle Credits shall be exempt from these limitations.

### C. PLAN COMPONENTS

This section of the plan details the projects, mechanisms and funding sources which will be used to meet the Borough's affordable housing obligations, as discussed above. The Plan Components Map included at the end of this plan illustrates the location of all existing and proposed developments identified herein.

1. Rehabilitation Share. The Borough has a rehabilitation share of 41 units. It plans to address this obligation as follows:

- a) Rehabilitated Units. Since April 1, 2000, a total of 8 units in Dumont have been rehabilitated through participation in the Bergen County Home Improvement Program (BCHIP). The following table identifies the units where rehabilitation work has been completed and for which the Borough seeks credit. As shown, the average expenditure has been over \$10,000 per unit, in accordance with COAH's Second Round rules at NJAC 5:93-5.2(h).

Table 22: Units Rehabilitated Through County Program  
Dumont, New Jersey

Address	Unit Type	Amount Spent	Final Inspection Date	Work Completed
Derby Ln.	Single-Family	\$6,950.00	9/26/00	Driveway
W. Quackenbush Ave.	Single-Family	\$17,500.00	6/7/00	Smoke detectors, roof, gutters, leaders, windows, electrical, siding
New Milford Ave.	Single-Family	\$4,003.50	8/3/00	Sewer line repairs
Glen Ave.	Two-Family	\$6,150.00	7/24/00	Smoke detectors, plumbing repairs, repair furnace oil line
Lenox Ave.	Single-Family	\$16,750.00	7/24/00	Smoke detectors, storm door, roof, gutters, leaders, windows
Sherwood Pl.	Single-Family	\$17,500.00	4/29/03	Furnace, storm doors, windows, new GFI run
Lincoln Ave.	Single-Family	\$22,450.00	3/10/10	Roof, steps, entry doors, window
Average Spent		\$11,412.94		

Source: Bergen County Home Improvement Program.

- b) New Construction Units. Pursuant to COAH's Second Round rules at NJAC 5:93-5.1, municipality may address its rehabilitation share through a rehabilitation program, ECHO housing or by creating new units. As such, the Borough seeks credit toward its rehabilitation share for 21 new units created as part of a 100 percent affordable development. This development, Saint Mary's Senior Residence, opened in January 2010

and contains 49 one-bedroom rental units for persons age 62 and over. As such, 28 additional units from this development will be available for credit toward the Borough's other affordable housing obligations.

- c) Continued Participation in County Program. In order to address the remaining 12-unit rehabilitation obligation, the Borough intends to continue its participation in the Bergen County Home Improvement Program to fulfill the remainder of its Rehabilitation Share. The Borough will commit an average of \$10,000 per unit, consistent with COAH's Second Round rules. This will require a total contribution of \$120,000.

COAH's rules require municipalities to set aside sufficient funds to address one-third of their rehabilitation obligation within one year of substantive certification of their plan. In addition, municipalities are required to set aside sufficient funds to address one-sixth of their rehabilitation obligation each subsequent year of the substantive certification period. As such, the Borough must set aside at least \$40,000 for the first year following substantive certification, and an additional \$20,000 each subsequent year following substantive certification until the rehabilitation share is met.

Pursuant to COAH's rules that allow municipalities to utilize money collected from development fees for this purpose, the Borough shall set aside the required \$120,000 from its affordable housing trust fund account to be made available to income-qualified households to participate in the program. As of October 31, 2017, that account contains \$34,604. To address the shortfall in funds necessary to continue participation in the County's Home Improvement Program, the Borough intends to continue collecting development fees and to amend the development fee ordinance so as to increase the residential development fee to 1.0 percent. A draft amended development fee ordinance is included in the Appendix of this document.

- 2. Prior Round Obligation. Dumont's Prior Round obligation is 34 units. The Borough proposes to address the entirety of this obligation with existing units in the 100 percent affordable David F. Roche Apartments. This development, which is discussed in more detail later in this section, was constructed in 1983 with HUD funding. It contains 99 affordable rental units, including 90 age-restricted units and 9 non-senior disabled units. In accordance with HUD's rules, the units have perpetual affordability controls. The units meet the definition of Prior Cycle Credits as outlined at NJAC 5:93-1.3, and, as such, these units are eligible for one-for-one credit and are exempt from the maximum age-restriction limitations under the Second Round rules.



Table 23: Plan Components Addressing Prior Round Obligation  
Dumont, New Jersey

Plan Component	# of Units	Bonus Credits	Total Credits	Status
<i>Prior Cycle Credits:</i>				
David F. Roche Apartments	34	--	34	Completed
<b>Total</b>	<b>34</b>	<b>--</b>	<b>34</b>	<b>--</b>

3. RDP Obligation. As established in Section II of this Plan, Dumont has a RDP obligation of 81 units for the period extending from 1999 to 2025. The Borough proposes to address this obligation with a combination of surplus Prior Cycle Credits, existing age-restricted affordable housing units, a pending inclusionary development, and rental bonus credits permitted in accordance with COAH's Second Round rules. These components are identified in the table below, with more detail on each development provided later in this section.

Table 24: Plan Components Addressing RDP Obligation  
Dumont, New Jersey

Plan Component	# of Units	Bonus Credits	Total Credits	Status
<i>Prior Cycle Credits:</i>				
David F. Roche Apartments	18	--	18	Completed
<i>100% Affordable – Rentals:</i>				
Schraalenburgh Senior Housing	20	--	20	Completed
<i>Inclusionary – Rentals:</i>				
Landmark Dumont, LLC	22	21	43	Pending
<b>Total</b>	<b>60</b>	<b>21</b>	<b>81</b>	<b>--</b>

As demonstrated in the table below, all of the plan components proposed to address the RDP obligation fully satisfy the minimum/maximum requirements identified in COAH's Second Round rules.

Table 25: Satisfaction of RDP Minimums and Maximums  
Dumont, New Jersey

Requirement	Required	Proposed
Max. Age-Restricted Units	30	20*
Min. Rental Units	21	60
Max. Rental Bonus Credits (Total)	21	21
Max. Rental Bonus Credits (Age-Restricted)	10	0

\*: Does not include Prior Cycle Credits, which are exempt from minimums/maximums.

4. Unmet Need. The difference between the Borough's Third Round Prospective Need number and its RDP obligation is what is known as Unmet Need. Whereas the RDP obligation must be affirmatively addressed by the Borough (as outlined above), Unmet Need is more aspirational. Pursuant to the Borough's Settlement Agreement with FSHC, Dumont has an Unmet Need of 214 units. The Borough proposes to address a portion of its Unmet Need with surplus Prior Cycle Credits, existing age-restricted units in 100 percent affordable developments, bedrooms in a variety of group homes/alternative living arrangements, and one additional eligible unit identified by the Court's Special Master in his report dated August 25, 2017. In sum, these existing units contribute 111 credits toward Unmet Need. These units are identified in the table below, with more detail on each development provided later in this section.

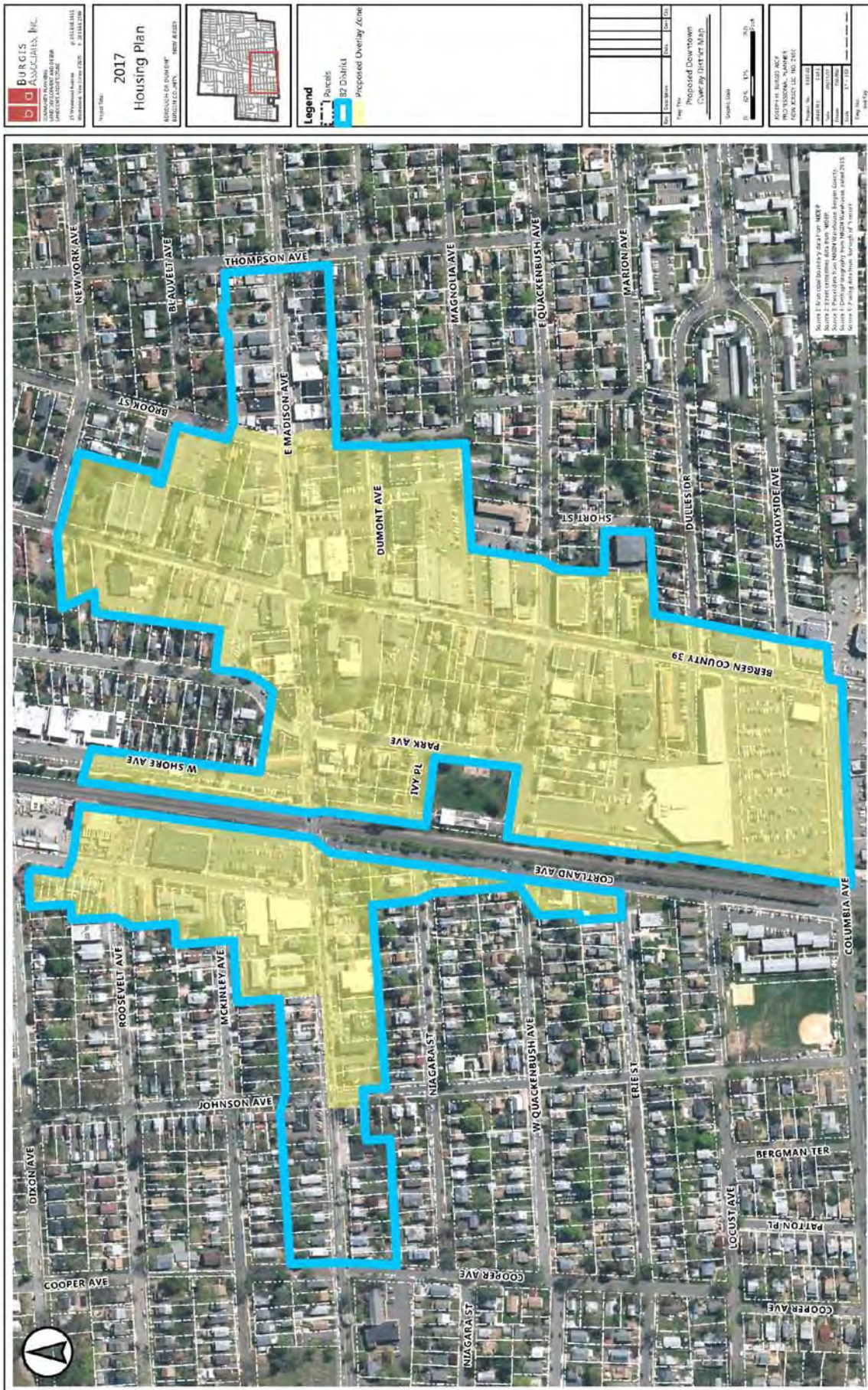
**Table 26: Existing Units Addressing Unmet Need**  
Dumont, New Jersey

Plan Component	# of Units	Bonus Credits	Total Credits	Status
<i>Prior Cycle Credits:</i>				
David F. Roche Apartments	47	--	47	Completed
<i>100% Affordable – Rentals:</i>				
Schraalenburgh Senior Housing	20	--	20	Completed
Saint Mary's Senior Residence	28	--	28	Completed
<i>Alternative Living Arrangements:</i>				
Bethesda Lutheran	4	--	4	Completed
Community Options	3	--	3	Completed
ARC of Bergen & Passaic	5	--	5	Completed
Advance Housing	3	--	3	Completed
<i>Other:</i>				
Unit Identified by Court Master	1	--	1	Completed
<b>Total</b>	<b>111</b>	<b>--</b>	<b>111</b>	<b>--</b>

In addition, the Borough proposes to address the remaining Unmet Need through the creation of a new downtown overlay zone, as well as a Borough-wide mandatory set-aside ordinance. These mechanisms, both of which are described in more detail below, will provide a realistic opportunity for the development of additional affordable housing in Dumont.

- a) Downtown Overlay Zone. The Borough will create a new overlay district over a large portion of the downtown area within the B2 Zone to permit inclusionary mixed-use development. The overlay zone will encompass approximately 52 acres of the 57-acre B2 Zone, with approximately 5 acres being excluded from the overlay due to the presence of single-family residential uses. The areas proposed for inclusion within the downtown overlay zone are illustrated on the accompanying map.







The downtown overlay zone will require an affordable housing set-aside of 15 percent of all residential units, where affordable units will be for rent, or 20 percent of all residential units, where affordable units will be for sale. A maximum density of 20 dwelling units per acre and a maximum building height of three stories will be permitted throughout the majority of the downtown overlay zone. However, the Borough will permit densities up to 24 units per acre and heights up to four stories/48 feet in limited sections of the downtown overlay zone. These sections, encompassing approximately 6 acres, include portions of the overlay zone that are along Dixon Avenue opposite West Shore Avenue behind the railroad tracks, as well as areas located at the intersection of Washington and Madison Avenues that do not abut single-family residences. In total, the Borough anticipates that the downtown overlay zone may generate approximately 150-200 affordable units. A draft downtown overlay zone ordinance is included in the Appendix of this document.

- b) *Mandatory Set-Aside Ordinance*. The Borough also intends to adopt an ordinance which requires that any multi-family development with a density of 6 dwelling units per acre or higher shall provide an affordable housing set-aside at a rate of 15 percent, where affordable units will be for rent, or 20 percent, where affordable units will be for sale. This requirement will ensure that new multi-family residential development in Dumont will provide its fair share of affordable units and assist with the Borough's continuous efforts to address its affordable housing obligation. The Borough will not, however, be under any obligation to grant variances or extraordinary approvals for any such construction and development applications will be required to otherwise conform to the Borough's zoning requirements. A draft mandatory set-aside ordinance is included in the Appendix of this document.

#### D. DEVELOPMENT SITES

Each of the Borough's existing and pending affordable housing sites identified in Section C. above to address Dumont's Prior Round and Third Round obligations are discussed in more detail below. The Plan Components Map included at the end of this section illustrates the location of all existing and pending developments identified herein.

The development sites are identified as follows:

1. David F. Roche Apartments. The David F. Roche Apartments are located immediately north of the municipal border with Bergenfield at 2 Aladdin Avenue. This 2.26-acre site is identified by municipal tax records as Block 1105 Lot 16. The David F. Roche Apartments are 100 percent affordable and contain a total of 99 one-bedroom rental units, including 90 age-restricted units and 9 non-senior disabled units. The development was constructed in 1983 with HUD funding and, in accordance with HUD's rules, the units have perpetual affordability controls.

### Aerial 1: David F. Roche Apartments



*Source: New Jersey Geographic Information Network, 2015*

Because the David F. Roche Apartments were constructed between 1980 and 1986, they meet COAH's definition of Prior Cycle Credits as outlined at NJAC 5:93-1.3. Pursuant to the Second Round rules at NJAC 5:93-3.2, which outlines the requirements for Prior Cycle Credits, these units are eligible for one-for-one credit. Therefore, the David F. Roche Apartments are eligible for 99 Prior Cycle Credits. As detailed in Section C. of this plan, the Borough assigns 34 of said Prior Cycle Credits toward the Prior Round obligation, and 18 additional Prior Cycle Credits to the RDP obligation, and the remaining 47 Prior Cycle Credits toward Dumont's Unmet Need.

2. Schraalenburgh Senior Housing. The Schraalenburgh Senior Housing development, also known as Dumont Senior Housing complex, is situated on two properties at 94 W. Schraalenburgh Way and 95 E. Schraalenburgh Way. The properties are identified by municipal tax records as Block 1217 Lot 4 and Block 1218 Lots 1 and 2, respectively, and occupy a combined area of 0.78 acre. The development is 100 percent affordable and contains a total of 40 age-restricted rental units. Whereas 24 units are located at 94 W. Schraalenburgh Way, 16 units as well as the Dumont Senior Center are located at 95 E. Schraalenburgh Way. All of the units were constructed in 1995 and have 45-year deed restrictions. As detailed in Section C. of this plan, the Borough assigns 20 of the Schraalenburgh Senior Housing units toward the RDP obligation, and the remaining 20 units from this development toward Dumont's Unmet Need.

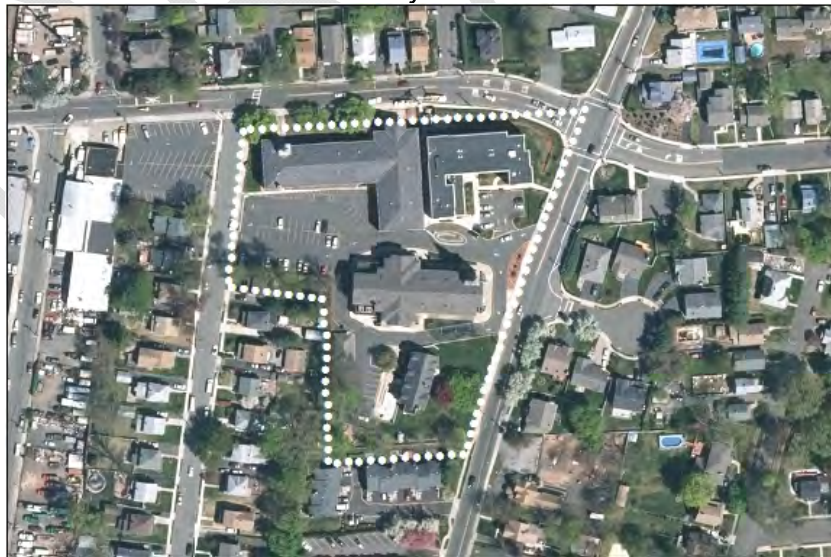
### Aerial 2: Schraalenburgh Senior Housing



*Source: New Jersey Geographic Information Network, 2015*

3. Saint Mary's Senior Residence. The Saint Mary's Senior Residence is located at 258 Washington Avenue on the site of a former church convent. The 3.62-acre site is identified by municipal tax records as Block 905 Lot 1.01. The development is 100 percent affordable and contains a total of 49 age-restricted rental units. All of the units were constructed in 2010 and have 40-year deed restrictions. As detailed in Section C. of this plan, the Borough assigns 21 of the Saint Mary's Senior Residence units toward the Rehabilitation obligation, and the remaining 28 units from this development toward Dumont's Unmet Need.

### Aerial 3: Saint Mary's Senior Residence



*Source: New Jersey Geographic Information Network, 2015*



4. Bethesda Lutheran Group Home. Bethesda Lutheran Services operates a group home located at 59 Sherwood Road, which is identified by municipal tax records as Block 410 Lot 9. The site occupies an area of approximately 0.11 acre. The group home is licensed by the Department of Human Services' Division of Development Disabilities, has been in operation since 2003, and contains 4 special needs bedrooms. As detailed in Section C. of this plan, the Borough assigns the credits for these 4 bedrooms toward Dumont's Unmet Need.

**Aerial 4: Bethesda Lutheran**



*Source: New Jersey Geographic Information Network, 2015*

5. Community Options Group Home. Community Options, Inc. operates a group home located immediately west of the municipal border with Cresskill at 186 Knickerbocker Road, which is identified by municipal tax records as Block 616 Lot 8. The site occupies an area of approximately 0.11 acre. The group home is licensed by the Department of Human Services' Division of Development Disabilities, has been in operation since 1998, and contains 3 special needs bedrooms. As detailed in Section C. of this plan, the Borough assigns the credits for these 3 bedrooms toward Dumont's Unmet Need.

### Aerial 5: Community Options



*Source: New Jersey Geographic Information Network, 2015*

6. ARC of Bergen & Passaic County Group Home. ARC (Association of Retarded Citizens) of Bergen & Passaic County operates a group home located at 261 Depew Street, which is identified by municipal tax records as Block 918 Lot 16. The site occupies an area of approximately 0.17 acre. The group home is licensed by the Department of Human Services' Division of Development Disabilities, has been in operation since 1996, and contains 5 special needs bedrooms. As detailed in Section C. of this plan, the Borough assigns the credits for these 5 bedrooms toward Dumont's Unmet Need.

### Aerial 6: ARC of Bergen & Passaic County



*Source: New Jersey Geographic Information Network, 2015*



7. Advance Housing Group Home. Advance Housing, Inc. operates a group home located at 94 Virginia Avenue, which is identified by municipal tax records as Block 919 Lot 15. The site occupies an area of approximately 0.11 acre. The group home is licensed by the Department of Human Services' Office of Licensing, has been in operation since 2006, and contains 3 special needs bedrooms. As detailed in Section C. of this plan, the Borough assigns the credits for these 3 bedrooms toward Dumont's Unmet Need.

Aerial 7: Advance Housing



*Source: New Jersey Geographic Information Network, 2015*

8. Landmark Dumont, LLC. The Fair Share Plan calls for 22 units of affordable housing to be built as part of an inclusionary development on the Landmark Dumont, LLC, site. Landmark is the contract purchaser of two lots within the Borough, which total 7.1 acres. These lots are located at 546 and 511 Washington Avenue and are identified by municipal tax records as Block 212 Lot 20 and Block 215 Lot 1, respectively. In 2014, Landmark sued the Borough of Dumont and the Governing Body settled the case in 2016. Pursuant to that Settlement Agreement, Landmark is permitted to construct 124 market rate units at 546 Washington Avenue and 22 affordable rental units at 511 Washington Avenue, for a total of 146 units.

In accordance with the settlement agreement, the Borough has declared the two lots as areas in need of redevelopment, adopted a redevelopment plan for the site, and drafted an ordinance to rezone the lots to a new Redevelopment Plan 1 (RDP1) Zone requiring inclusionary residential development. A copy of the draft ordinance is included in the Appendix of this plan.

The 22 affordable units that will be created at this site will be assigned to address the Borough's RDP obligation, as detailed in Section C. of this plan. In addition, the Borough can claim 21<sup>1</sup> rental bonus credits from this development to be applied toward the Borough's RDP obligation, for a total contribution of 43 credits from the Landmark Dumont, LLC, site.

Aerial 8: Landmark Dumont, LLC



*Source: New Jersey Geographic Information Network, 2015*

---

1 Although the development is eligible for 2 for 1 rental bonus credits pursuant to NJAC 5:93-5.15(d), which would result in 22 rental bonus credits, the Borough can only claim credit for up to 21 rental bonus credits based on the RDP obligation of 81 units, pursuant to NJAC 5:93-5.15(d)3.





## E. DEVELOPMENT FEES

In addition to the above noted plan components, the Borough proposes to amend its development fee ordinance, which, as provided by COAH's Second Round rules, permits the Borough to impose such fees on new development. The funds generated by the collection of development fees will be applied directly toward implementation of the Borough's Fair Share Plan.

Residential development fees of 1.0 percent of the equalized assessed value will be collected on all residential development involving new buildings or when an existing building undergoes a change to a more intense use, and non-residential development fees of 2.5 percent of the equalized assessed value will be collected on all non-residential development, with the exception of those types of developments specifically exempted.

The following types of developments will be exempt from paying development fees:

- 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.
- Developments that have received preliminary or final approval prior to the effective date of the amended development fee ordinance shall be subject to the law in effect at the time of such approval, unless the developer seeks a substantial change in the approval.
- 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.
- Any non-residential development specifically exempted by the Statewide Non-Residential Development Fee Act, as set forth at N.J.S.A. 40:55D-8.1 through 8.8.

A draft development fee ordinance, which will replace the Borough's existing development fee ordinance, as well as a draft spending plan are included in the Appendix of this plan.

## Appendices

- A-1 Vacant Land Adjustment (Prepared by Maser Consulting P.A.)
- A-2 Draft Downtown Overlay Zone Ordinance
- A-3 Draft Mandatory Set-Aside Ordinance
- A-4 Draft Affordable Housing Ordinance
- A-5 Draft Development Fee Ordinance
- A-6 Draft Spending Plan
- A-7 Draft Redevelopment Plan 1 (RP1) Zone Ordinance
- A-8 Bergen County Home Improvement Program – Supportive Documents
- A-9 Existing and Pending Development Sites – Supportive Documents

APPENDIX A-1  
VACANT LAND ADJUSTMENT  
(PREPARED BY MASER CONSULTING P.A.)

Block	Lot	Address	Owner	Property Class	Zoning	Planning Area	Sewer Service Area	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments	Include in RDP	Potential Units	RDP
201	18	WAREHAM RD	BORO OF DUMONT	15C	RA	PA1	Yes	0.96	0.00	0.96		Potential Development	Yes	7	1
215	1	511 WASHINGTON AVE	D'ANGELO,JACK & MARYLOU	3B	RA	PA1	YES	1.08	0.00	1.08		Potential Development	Yes	8	2
309	17	180 LENOX AVE	GRIEPENBURG ROBERT & EMMA	1	RA	PA1	Yes	0.13	0.00	0.13		Potential Infill Development	No	1	0
309	31	REAR OF 107 LARCH AVE	BOROUGH OF DUMONT	15C	RA	PA1	Yes	0.04	0.00	0.04		Undersized Lot	No	0	0
416	28	35 BEDFORD ROAD	SCONFIENZA, ROBERT L & FREDERICK H	1	RA	PA1	Yes	0.11	0.00	0.11		Undersized Lot	No	0	0
516	10	RANDOLPH AVE	BORO OF DUMONT	15C	RA	PA1	Yes	0.02	0.00	0.02		Undersized Lot	No	0	0
516	19	E LINDEN AVE	BOROUGH OF DOMONT	15C	RA	PA1	Yes	0.03	0.03	0.00	SFHA	Undersized Lot	No	0	0
603	13	RANDOL P/GRANT AVES.	BOROUGH OF DUMONT	15C	RA	PA1	Yes	0.03	0.00	0.03		Undersized Lot	No	0	0
604	24	E LINDEN AVE	BOROUGH OF DUMONT	15C	RA	PA1	Yes	0.06	0.00	0.06		Undersized Lot	No	0	0
707	7		BOROUGH OF DUMONT	15C	RA	PA1	Yes	0.08	0.00	0.08		Undersized Lot	No	0	0
708	11	LAFAYETTE AVE	BOROUGH OF DUMONT	15C	RA	PA1	Yes	0.14	0.00	0.13	SFHA	Potential Infill Development	No	1	0
716	5	77 SENECA	MASCARELLI, JAMES & CATHY	1	RA	PA1	Yes	0.10	0.00	0.10		Undersized Lot	No	0	0
717	24	ONTARIO ST	BOROUGH OF DUMONT	15C	RA	PA1	Yes	0.03	0.00	0.03		Undersized Lot	No	0	0
807	14	ROOS/MCKIN.AVE	BORO. OF DUMONT	15C	RA	PA1	Yes	0.08	0.00	0.08		Undersized Lot	No	0	0
812	10	CATAWBA STREET	BOROUGH OF DUMONT	15C	RA	PA1	Yes	0.03	0.00	0.03		Undersized Lot	No	0	0
906	7	EAST LINDEN AVE	BORO OF DUMONT	15C	RA	PA1	Yes	0.09	0.09	0.00	SFHA	Undersized Lot	No	0	0
1109	1	W MADISON AVE	BOROUGH OF DUMONT	15C	RA	PA1	Yes	0.09	0.09	0.00	SFHA	Undersized Lot	No	0	0
1109	3	WEST MADISON AVE	BORO OF DUMONT	15C	RA	PA1	Yes	0.14	0.14	0.00	SFHA	Environmentally Constrained	No	0	0
1109	21	FIRST STREET	BORO OF DUMONT	15C	RA	PA1	Yes	0.26	0.26	0.00	SFHA	Environmentally Constrained	No	0	0
1216	5	E MADISON	SALISBURY,WILLIAM HARRY	1	B	PA1	Yes	0.12	0.12	0.00	SFHA	Environmentally Constrained	No	0	0
1217	3	15 DUMONT AVE	CUTTING EDGE LANDSCAPING, INC.	1	B	PA1	Yes	0.10	0.00	0.10		Undersized Lot	No	0	0
1220	7	SUNNYSIDE AVE	BORO OF DUMONT	15C	RA	PA1	Yes	0.17	0.16	0.00	SFHA	Environmentally Constrained	No	0	0
1220	11	SUNNYSIDE	KUHLBARS, RICHARD P	1	RA	PA1	Yes	0.08	0.00	0.08		Undersized Lot	No	0	0
1302	12	34 MAGNOLIA AVE	BORO OF DUMONT	15C	RA	PA1	Yes	0.06	0.00	0.06		Undersized Lot	No	0	0
1308	2	E MADISON AVE	BOROUGH OF DUMONT	15C	RA	PA1	Yes	0.05	0.00	0.05		Undersized Lot	No	0	0
1309	3	DUMONT AVE	BORO OF DUMONT	15C	RA	PA1	Yes	0.06	0.00	0.06		Undersized Lot	No	0	0
<b>Total</b>								<b>4.13</b>	<b>0.90</b>	<b>3.24</b>				<b>17</b>	<b>3</b>

Notes:

Property Class 1 = Vacant

Property Class 15C = Public Property

PA1 = Metropolitan Planning Area

SFHA = FEMA Special Flood Hazard Area

Undersized = 0.0 - 0.124 acres

Infill = 0.125 - 0.625 acres

Developable = 0.625 acres or greater



Active Recreation

BLOCK	LOT	PROP_LOC	OWNER_NAME	FAC_NAME	Total_Acres	Constrained_Acres	Buildable_Acres	Zoning
406	13	BEDFORD ROAD	BOROUGH OF DUMONT	MCGAW PARK	6.46175		6.46175	P EDWARD R. MCGRAW, 15C
502	77	WEST LINDEN AVE	BORO OF DUMONT	PARK	0.641216		0.641216	P WEST LINDEN PARK, 15C
703	3	LINCOLN AVE.	BOROUGH OF DUMONTR	PARK	0.817919		0.817919	P MOORE, 15C
717	17	LAFAYETTE AVE	BOROUGH OF DUMONT	PARK	0.582446	0.228733	0.353713	P LAFAYETTE PARK, 15C
717	38	LAFAYETTE AVE	BOROUGH OF DUMONT	HISTORICAL PARK	2.478279	2.009005	0.469274	P HISTORICAL PARK, 15C
1006	1	PERSHING ST	BOROUGH OF DUMONT	MEMORIAL PARK	13.718508	0.248787	13.469721	P MEMORIAL, 15C
1105	14	ALADDIN AVE	BORO OF DUMONT	PARK	1.808243		1.808243	P ALLADIN, 15C
1105	15	TWIN BORO PARK	BORO OF DUMONT	TWIN BORO PARK	9.540233		9.540233	P TWIN BORO, 15C
1211	1	COLUMBIA AVE	BOROUGH OF DUMONT	PARK	1.486061		1.486061	P COLUMBIA, 15C
1213	2	PARK AVE	BOROUGH OF DOMONT	SOROSIS PARK	0.897077		0.897077	P SIROSIS PARK, 15C
					38.431732	2.486525	35.945207	

Conservation

201	6	WAREHAM ROAD	BORO OF DUMONT	VACANT LAND	0.156969		0.156969	P	WAREHAM, 15C
310	15	179 LENOX AVE	BORO OF DUMONT	VACANT LAND	0.217555		0.217555	P	CHRISTOPHER DEANGELIS, 15C
717			BORO OF DUMONT		0.133496		0.133496	P	Park or Residential
724	25	CONCORD ST	BOROUGH OF DUMONT	VACANT LAND	2.090994	0.83869	1.252304	P	Woods & Stream
805	3	DIXON AVE	BOROUGH OF DUMONT	DAKATA PARK	1.495629		1.495629	P	DAKATA PARK, 15C
806	2	DIXON AVE	BORO OF DUMONT	VACANT LAND	0.822979	0.016927	0.806052	RA	DIXON PARK, 15C
					4.917622	0.855617	4.062005		

Recreation Calculations		
	Total Developed & Developable Land Area	1,183.74
÷	3 percent	
=	Total Park & Recreation Reserve	35.51
-	Total Existing Active Park & Recreation Land Area	35.95
=	Land Available for Additional Reserve	-0.43

C1 Buffer	4.36
Steep Slopes	6.78
Flood hazard	57.62
Total Constraints (removing double count for overlap)	68.42

Conservation Calculations		
	Total Land Area	1,252.16
÷	3 percent	
=	Total Park & Recreation Reserve	37.56
-	Total Existing Conservation Land Area	4.92
=	Land Available for Additional Reserve	32.65

BLOCK	LOT	PAMS_PIN	PROP_LOC	OWNER_NAME	PROP_CLASS	Zoning	SPlan	SSA	Total_Acres	Constrained_Acres	Buildable_Acres	Constraint_Description	Notes
101	1	0210_101_1	PROSPECT AVE	WHITE BEECHES REALTY CORP.	4A	P	PA1	YES	1.22	0.00	1.22		White Beeches Golf Course
102	1	0210_102_1	PROSPECT AVE	WHITE BEECHES REALTY CORP	4A	P	PA1	YES	18.54	3.50	15.05	Steep Slopes, C1	White Beeches Golf Course
212	20	0210_212_20	546 WASHINGTON AVE	D'ANGELO,JACK & MARYLOU	4A	P	PA1	YES	6.09	0.00	6.09		D'Angelo Farm Market
Total									25.86	3.50	22.36		



## LEGEND

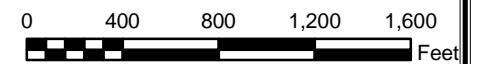
- Residential
- Farmland
- Commercial
- Industrial
- Apartments
- Vacant
- Public Land (Vacant)
- Preserved Open Space
- Public Facility
- School
- Church
- Cemetery
- Other Exempt
- Environmental Constraints



## EXISTING LAND USE

## BOROUGH OF DUMONT

BERGEN COUNTY  
NEW JERSEY



1 inch = 800 feet







This map was developed using NJDEP and County GIS digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.



August 2015



**LEGEND**

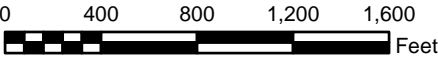
-  Environmental Constraints
- Developable**
  -  Potential Development
  -  Potential Infill Development
  -  Potential Redevelopment
- Not Developable**
  -  Undersized Lot
  -  Environmentally Constrained



**VACANT  
LANDS**

**BOROUGH  
OF  
DUMONT**

BERGEN COUNTY  
NEW JERSEY



1 inch = 800 feet

This map was developed using NJDEP and County GIS digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.



September 2015

\\hdas1\Survey\GIS\PROJECTS\Municipal\A-DDUT\OUT\013A\150910dmb\_DUT\_VLI.mxd





\\HOFAS1\Survey\GIS\PROJECTS\Municipal\A-D\DOT\DOT013A\150813dnb\_DUT\_Constraints.mxd

APPENDIX A-2  
DRAFT DOWNTOWN OVERLAY ZONE ORDINANCE

ORDINANCE NO. \_\_\_\_\_  
DOWNTOWN OVERLAY ZONE ORDINANCE  
BOROUGH OF DUMONT, BERGEN COUNTY

AN ORDINANCE TO AMEND CHAPTER 455, ARTICLE III, “GENERAL REGULATIONS AND RESTRICTIONS” OF THE BOROUGH OF DUMONT ZONING CODE TO INCLUDE A NEW SECTION 455-21.2, “DOWNTOWN OVERLAY ZONE DISTRICT”

**WHEREAS**, the Governing Body of the Borough of Dumont seeks to create a realistic opportunity for the development of affordable housing in downtown Dumont; and

**WHEREAS**, in furtherance of this goal, the Borough proposes to create a new Downtown Overlay Zone District to encourage inclusionary mixed-use development in the majority of the B2 Business Zone, excluding those portions currently developed with single-family dwelling units.

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and Borough Council of the Borough of Dumont, in the County of Bergen, and State of New Jersey, that:

**SECTION 1.** Chapter 455, Article II, Section 455-6A(1) related to classes of districts shall be amended to include a new Subsection (g), which shall read as follows:

(g) Downtown Overlay Zone District.

**SECTION 2.** Chapter 455, Article III, “General Regulations and Restrictions” shall be amended to include a new Section 455-21.2 “Downtown Overlay Zone District,” which shall read as follows:

**§455-21.2 Downtown Overlay Zone District**

**A. Purpose.**

The purpose of the Downtown Overlay Zone District is to create a realistic opportunity for the construction of low- and moderate-income housing in suitable portions of the Borough of Dumont’s B2 Business Zone, and thereby help to address the fair share housing obligation of the Borough of Dumont under the New Jersey Fair Housing Act. The Downtown Overlay Zone District encourages the development of low- and moderate-income housing by allowing for higher densities and building heights; however, developers shall also have the option of developing in accordance with the underlying B2 Zone standards.

**B. Permitted uses.**

The uses permitted and prohibited in the Downtown Overlay Zone District shall be identical to those uses permitted and prohibited in the B2 Business Zone as set forth at §455-9, provided, however, that any developer that elects to develop in accordance with the Downtown Overlay



Zone District standards as set forth herein below shall be required to provide multi-family dwellings above the first floor of all buildings.

**C. Multi-family residential requirements.**

- (1) Multi-family residential shall be permitted to be developed at a maximum gross density of twenty (20) dwelling units per acre, with the exception of the following parcels, whereon the maximum gross density shall be twenty-four (24) dwelling units per acre:
  - (a) Dixon Avenue, Opposite West Shore Avenue: Block 822 Lots 5 and 6
  - (b) Intersection of Washington and Madison Avenues: Block 905 Lots 12, 13, 14, 15, 16, and 17; Block 909 Lots 13, 14, and 15; Block 1214 Lots 1 and 2; and Block 1216 Lot 1.
- (2) All multi-family development constructed within the Downtown Overlay Zone shall be required to set aside a minimum percentage of units for affordable housing. Where units will be for purchase, the minimum set aside shall be twenty percent (20%). Where units will be for rent, the minimum set aside shall be fifteen percent (15%). When calculating the required number of affordable units, any computation resulting in a fraction of a unit shall be rounded upwards to the next whole number.
- (3) All affordable units to be produced pursuant to Subsection C(2) above shall strictly comply with the “Affordable Housing” chapter of the Borough Code and the applicable COAH regulations, as may be amended from time to time.
- (4) The affordable units to be produced shall either be purchase or rental units, which shall be at the discretion of the developer.
- (5) Any property within the Downtown Overlay Zone that is listed as historic on the National Register of Historic Places and/or the State Register of Historic Places shall be exempt from the requirement to provide multi-family dwellings above the first floor.

**D. Bulk requirements.**

The bulk requirements for the Downtown Overlay Zone District shall be those as set forth in the Limiting Schedule which is hereby adopted and made a part of this chapter.

**E. Buffer strips.**

The following buffer strip requirements shall apply to any use in the Downtown Overlay Zone District which adjoins or is adjacent to a single-family residential use or any land that is zoned for single-family residential use:

- (1) The use shall be screened along those portions of the property that are adjacent to or adjoin a single-family residential use or zone by a fence or fence wall of not less than five feet in height or with a four-foot planting strip consisting of shrubs or trees which are at least four feet high at the time of planting.
- (2) Such screening shall extend to the minimum setback line for the surrounding property.

**F. Construction of buildings in the Downtown Overlay Zone.**

Construction of buildings in the Downtown Overlay Zone District shall be consistent with the requirements for construction of buildings in the B2 Zone, as set forth at §455-9.H.

**SECTION 3.** Chapter 455, Article VII, Section 455-35 “Limiting Schedule” shall be amended to read as follows:

Limiting Schedule

Area	RA 1-Family Dwelling	RA 2-Family Dwelling	B2	LI	Downtown Overlay
Lot area (minimum square feet)	7,500	15,000	—	—	10,000
Lot width (minimum feet)	60	120	—	—	—
Lot depth (minimum feet)	100	100	—	—	—
Lot frontage (minimum feet)	75	150	—	—	—
Front yard setback (minimum feet)	25	25	—	—	—
Side yard setback (minimum feet)	5 <sup>1</sup>	15 <sup>2</sup>	— <sup>3</sup>	—	— <sup>3</sup>
Rear yard setback (minimum feet)	25	25	—	—	—
Lot coverage (maximum percent)	30	30	70	60	75
Green area (minimum percent)	50	50	—	—	—
Height (maximum feet)	28	28	28	36	36 <sup>4</sup>
Sidewalk area (minimum feet)	—	—	10	—	10

**NOTES:**

<sup>1</sup> In the RA District, one-family, aggregate side yards should be no less than 15 feet.

<sup>2</sup> In the RA District, two-family, aggregate side yards should be no less than 40 feet.

<sup>3</sup> A side yard of 10 feet is required only when a business building is constructed adjacent to an existing single-family structure or any lot zoned for single-family residential use.

<sup>4</sup> Except on those parcels within the Downtown Overlay Zone District that are permitted to be developed with densities up to 24 dwelling units per acre, on which parcels a maximum building height of 48 feet/4 stories shall apply.

**SECTION 4.** The Zoning Map annexed to Chapter 455, Zoning, of the Borough Code shall be amended to identify and include the Downtown Overlay Zone District, while retaining the underlying B2 Zone designation, as depicted on the accompanying map.

**SECTION 5.** All Ordinances of the Borough of Dumont, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

**SECTION 6.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

**SECTION 7.** This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

**ATTEST:**

**BOROUGH OF DUMONT  
COUNTY OF BERGEN  
STATE OF NEW JERSEY**

\_\_\_\_\_  
Susan Connelly, Borough Clerk

\_\_\_\_\_  
James J. Kelly, Mayor

Introduced:  
Public Hearing:  
Adopted:



APPENDIX A-3  
DRAFT MANDATORY SET-ASIDE ORDINANCE

ORDINANCE NO. \_\_\_\_\_  
AFFORDABLE HOUSING SET-ASIDE ORDINANCE  
BOROUGH OF DUMONT, BERGEN COUNTY

AN ORDINANCE TO AMEND CHAPTER 455, ARTICLE III, “GENERAL REGULATIONS AND RESTRICTIONS” OF THE BOROUGH OF DUMONT ZONING CODE TO INCLUDE A NEW SECTION 455-21.1, “AFFORDABLE HOUSING MULTI-FAMILY SET-ASIDES”

**WHEREAS**, the Governing Body of the Borough of Dumont seeks to ensure that new multi-family residential development in Dumont will provide its fair share of affordable units and assist with the Borough’s continuous efforts to address its affordable housing obligation; and

**WHEREAS**, for the above reasons, and in order to provide a realistic opportunity for the development of affordable housing through means other than inclusionary zoning, it is in the best interest of the Borough to adopt mandatory affordable housing set-asides within all multi-family residential developments at densities of six units per acre or higher.

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and Borough Council of the Borough of Dumont, in the County of Bergen, and State of New Jersey, that:

**SECTION 1.** Chapter 455, Article III, “General Regulations and Restrictions” shall be amended to include a new Section 455-21.1 “Affordable Housing Multi-Family Set-Asides,” which shall read as follows:

**§455-21.1 Affordable housing multi-family set-asides**

**A. Residential development set-aside requirements.**

- (1) Except as otherwise regulated in this chapter, any multi-family residential development that is approved to provide densities at or above six (6) units per acre as a result of any action of the Dumont Joint Land Use Board shall be required to set aside a minimum percentage of units for affordable housing. Where units will be for purchase, the minimum set aside shall be twenty percent (20%). Where units will be for rent, the minimum set aside shall be fifteen percent (15%).
- (2) Where the set-aside requirement in Subsection A. above results in a fractional unit, the total set-aside requirement shall be rounded upwards to the next whole number.
- (3) Irrespective of the requirements in Subsections A. and B. above, the Borough shall not be under any obligation to grant variances or extraordinary approvals for any such construction and development applications will be required to otherwise conform to the Borough’s zoning requirements.

**B. Affordable housing compliance mechanisms.**

- (1) Any developer with an affordable housing set-aside requirement pursuant to Subsection A(1) above shall be permitted to satisfy said requirement through any of the following mechanisms, or a combination thereof, provided that advanced written permission is obtained from the Borough of Dumont:
  - (a) On-site housing production;
  - (b) Off-site housing production in the Borough;
  - (c) The purchase of an existing market-rate dwelling at another location in the Borough and conversion thereof to an affordable deed-restricted dwelling in accordance with the applicable New Jersey Council on Affordable Housing (COAH) regulations, as may be amended from time to time;
  - (d) Participation in gut rehabilitation and/or buy-down/write-down and/or buy-down/rent-down programs;
  - (e) Payment in lieu of providing affordable housing; and
  - (f) Any other compliance mechanism permitted under the applicable COAH regulations, as may be amended from time to time.
- (2) Satisfaction of the affordable housing compliance mechanism(s) so permitted shall be an automatic condition of all approvals. Said condition shall be satisfied in accordance with COAH's phasing requirements pursuant to N.J.A.C. 5:93-5.6(d).

**C. Applicable rules; tenure; administration.**

- (1) All affordable units to be produced pursuant to Subsections A. and B. above shall strictly comply with the "Affordable Housing" chapter of the Borough Code and the applicable COAH regulations, as may be amended from time to time.
- (2) The affordable units to be produced shall either be purchase or rental units, which shall be at the discretion of the developer.
- (3) It shall be the developer's responsibility, at its cost and expense, to arrange for an administering agency that may either be the Borough of Dumont Municipal Housing Liaison, or some other entity approved by COAH and the Borough, to ensure full compliance with these rules and such certifications, reports and/or monitoring forms as may be required to verify compliance of each affordable unit.



**D. Payments in lieu of construction.**

(1) The amount of payments in lieu of constructing affordable units on site shall be based on the cost of constructing each new residential unit, less proceeds anticipated from the sale of the unit or the capitalization of rental income from the unit. The cost of constructing new residential units includes the sum of development hard costs, related soft costs and developer's fees pursuant to the cost containment provisions of N.J.A.C. 5:43-2.4(a)1 through 6, and land costs equal to twenty-five percent (25%) of the first quartile of new construction costs as reported to the Homeowner Warranty Program.

(2) Example:

<i><u>1st Quartile</u></i>	<i><u>Land Costs</u></i>	<i><u>Construction Costs</u></i>	<i><u>Total Cost</u></i>	<i><u>Affordable Price</u></i>	<i><u>Required Payment in Lieu Amount</u></i>
\$255,000	\$63,750	\$163,206	\$244,491	\$95,808	\$148,683

**SECTION 2.** All Ordinances of the Borough of Dumont, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

**SECTION 3.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

**SECTION 4.** This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

**BOROUGH OF DUMONT  
COUNTY OF BERGEN  
STATE OF NEW JERSEY**

**ATTEST:**

\_\_\_\_\_  
Susan Connelly, Borough Clerk

\_\_\_\_\_  
James J. Kelly, Mayor

Introduced:  
Public Hearing:  
Adopted:

APPENDIX A-4  
DRAFT AFFORDABLE HOUSING ORDINANCE

ORDINANCE NO. \_\_\_\_\_  
AFFORDABLE HOUSING ORDINANCE  
BOROUGH OF DUMONT, BERGEN COUNTY

AN ORDINANCE CREATING A NEW CHAPTER, AFFORDABLE HOUSING, OF THE MUNICIPAL CODE OF THE BOROUGH OF DUMONT TO ADDRESS THE BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS UNDER THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC)

BE IT ORDAINED by the governing body of the Borough of Dumont, Bergen County, New Jersey, that a new chapter, Affordable Housing, of the Municipal Code of the Borough of Dumont, is hereby created with this Ordinance, to address the Borough's constitutional obligation to provide for its fair share of affordable housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985, as amended.

**Section 1. Affordable Housing Obligation**

- (a) This Ordinance is intended to assure that affordable housing units are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.
- (b) The Dumont Joint Land Use Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Housing Element and Fair Share Plan has been endorsed by the governing body. The Fair Share Plan describes the ways the Borough of Dumont shall address its fair share for affordable housing as directed by the Superior Court and documented in the Housing Element.
- (c) This Ordinance implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985, as amended.

**Section 2. Definitions**

The following terms when used in this Ordinance shall have the meanings given in this Section:

“Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.), as amended.

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent” means the entity responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:93, and N.J.A.C. 5:80-26.1 et seq.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

“Affordability average” means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:93-7.4; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable housing development” means a housing development all or a portion of which consists of restricted units.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80 percent of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Alternative living arrangement" means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

“Assisted living residence” means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

“Low-income household” means a household with a total gross annual household income equal to 50 percent or less of the median household income.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between spouses; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary and the transfer of ownership by court order.

“Random selection process” means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

“Rehabilitation” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under the New Jersey Housing and Mortgage Finance Agency’s Urban Homeownership Recovery Program (UHORP) or the Agency’s Market Oriented Neighborhood Investment Program (MONI).

“UHAC” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

“Very low-income household” means a household with a total gross annual household income equal to 30 percent or less of the median household income for the applicable housing region.

“Very low-income unit” means a restricted unit that is affordable to a very low-income household.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

### **Section 3. Applicability**

- (a) The provisions of this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any affordable housing developments that currently exist, any affordable housing developments that are proposed to be created within the Borough of Dumont pursuant to the Borough’s most recently adopted Housing Element and Fair Share Plan, as well as any currently unanticipated future developments that will provide low- and moderate-income housing units.
- (b) All affordable housing developments, including those intended to be funded through federal Low Income Housing Tax Credit programs, shall be deed restricted to comply with COAH and UHAC Rules pertaining to the income and bedroom distributions of the units.



#### **Section 4. Alternative Living Arrangements**

- (a) The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
  - 1. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
  - 2. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
- (b) With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC.
- (c) The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

#### **Section 5. Inclusionary Zoning**

- (a) Maximum densities and minimum set-asides: The maximum permitted densities and minimum required affordable housing set-asides for inclusionary development shall be as set forth for each individual inclusionary zone district in Chapter 455, Zoning, of the Borough Code.
- (b) Phasing: In inclusionary developments, the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Affordable Units Completed
25	0
25+1	10
50	50
75	75
90	100
- (c) Payments-in-lieu: The Borough may allow developers of sites zoned for inclusionary development to pay a fee in lieu of building affordable units on site. The fee shall equal the cost of subsidizing the affordable units that are replaced by the fee.

#### **Section 6. New Construction**

- (a) Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:
  - 1. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit, and further provided that at least 13 percent of all restricted units shall be very low income units. Very low income units shall be counted as part of the required number of low income units within a development.

2. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.
3. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
  - i. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total affordable units;
  - ii. At least 30 percent of all affordable units shall be two bedroom units;
  - iii. At least 20 percent of all affordable units shall be three bedroom units; and
  - iv. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
4. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted affordable units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

(b) Accessibility Requirements:

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.
2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
  - i. An adaptable toilet and bathing facility on the first floor;
  - ii. An adaptable kitchen on the first floor;
  - iii. An interior accessible route of travel on the first floor;
  - iv. An interior accessible route of travel shall not be required between stories within an individual unit;
  - v. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
  - vi. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the Borough of Dumont has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
    - A. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
    - B. To this end, the builder of restricted units shall deposit funds within the Borough's affordable housing trust fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

- C. The funds deposited under paragraph B. above shall be used by the Borough of Dumont for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
- D. The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Borough of Dumont.
- E. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Borough's affordable housing trust fund in care of the Borough's Chief Financial Officer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
- F. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

(c) Design

- 1. In inclusionary developments, to the extent possible, affordable units shall be integrated with the market units.
- 2. In inclusionary developments, affordable units shall have access to all of the same common elements and facilities as the market units.

(d) Maximum Rents and Sales Prices

- 1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established by COAH or a successor entity.
- 2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted units shall be affordable to households earning no more than 52 percent of median income.
- 3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all restricted rental units shall be affordable to very low income households.
- 4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three

different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.

5. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:
  - i. A studio shall be affordable to a one-person household;
  - ii. A one-bedroom unit shall be affordable to a one and one-half person household;
  - iii. A two-bedroom unit shall be affordable to a three-person household;
  - iv. A three-bedroom unit shall be affordable to a four and one-half person household; and
  - v. A four-bedroom unit shall be affordable to a six-person household.
6. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:
  - i. A studio shall be affordable to a one-person household;
  - ii. A one-bedroom unit shall be affordable to a one and one-half person household; and
  - iii. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
9. The price of owner-occupied affordable units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
10. The rent of affordable units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase

shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

(e) Utilities

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
2. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

**Section 7. Affirmative Marketing Requirements**

- (a) The Borough of Dumont shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, COAH, or a successor entity, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- (b) The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 1 and covers the period of deed restriction.
- (c) The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 1 comprised of Bergen, Hudson, Passaic, and Sussex Counties.
- (d) The Administrative Agent shall assure the affirmative marketing of all affordable units consistent with the Affirmative Marketing Plan for the Borough.
- (e) In implementing the affirmative marketing plan, the Administrative Agent shall provide a list of counseling services to affordable housing applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- (f) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- (g) The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Borough of Dumont.

## **Section 8. Occupancy Standards**

- (a) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
  - 1. Provide an occupant for each bedroom;
  - 2. Provide children of different sexes with separate bedrooms;
  - 3. Provide separate bedrooms for parents and children; and
  - 4. Prevent more than two persons from occupying a single bedroom.
- (b) Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

## **Section 9. Control Periods for Restricted Ownership Units and Enforcement Mechanisms**

- (a) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance until the Borough of Dumont elects to release the unit from such requirements; however, and prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.
- (b) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- (c) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.
- (d) At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- (e) The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- (f) A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.



**Section 10. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices**

- (a) Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:
  - 1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
  - 2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
  - 3. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the affordable unit owners and the market unit owners.
  - 4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

**Section 11. Buyer Income Eligibility**

- (a) Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
- (b) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's certified monthly income.

**Section 12. Limitations on Indebtedness Secured by Ownership Unit; Subordination**

- (a) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the Administrative Agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- (b) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C.5:80-26.6(b).

### **Section 13. Control Periods for Restricted Rental Units**

- (a) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the Borough of Dumont elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.
- (b) Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of Bergen County. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- (c) A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:
  - 1. Sublease or assignment of the lease of the unit;
  - 2. Sale or other voluntary transfer of the ownership of the unit; or
  - 3. The entry and enforcement of any judgment of foreclosure.

### **Section 14. Rent Restrictions for Rental Units; Leases**

- (a) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
- (b) No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
- (c) Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

### **Section 15. Tenant Income Eligibility**

- (a) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
  - 1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
  - 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.

3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.
- (b) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
  2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
  3. The household is currently in substandard or overcrowded living conditions;
  4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- (c) The applicant shall file documentation sufficient to establish the existence of the circumstances in (a)1 through (b)5 above with the Administrative Agent, who shall counsel the household on budgeting.

#### **Section 16. Administration**

- (a) The administration and oversight of Dumont's affordable housing program shall be the responsibility of the Municipal Housing Liaison (MHL), pursuant to Chapter 52, Article VI, of the Borough Code, as may be amended and supplemented.

#### **Section 17. Enforcement of Affordable Housing Regulations**

- (a) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- (b) After providing written notice of a violation to an Owner, Developer or Tenant of an affordable unit and advising the Owner, Developer or Tenant of the penalties for such

violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
  - i. A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
  - ii. In the case of an Owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment into the Borough's Affordable Housing Trust Fund of the gross amount of rent illegally collected;
  - iii. In the case of an Owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the affordable unit.
  - i. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
  - ii. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the affordable unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such

escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

- iii. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the affordable unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- iv. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- v. Failure of the affordable unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the affordable unit as permitted by the regulations governing affordable housing units.
- vi. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

## **Section 18. Appeals**

Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Court, COAH, or a successor entity.

## **Section 19. Reporting and Monitoring Requirements**

- (a) On the first anniversary of the entry of the Order granting the Borough a Final Judgment of Compliance and Repose, and every anniversary thereafter, through the end of the

Repose period, the Borough shall provide annual reporting of its Affordable Housing Trust Fund activity to the Council on Affordable Housing or its successor entity at the State Level, and posted on the municipal website, using forms developed for this purpose by the Council on Affordable Housing. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

- (b) On the first anniversary of the entry of the Order granting the Borough a Final Judgment of Compliance and Repose, and every anniversary thereafter, through the end of the Repose period, the Borough shall provide annual reporting of the status of all affordable housing activity within the City through posting on the municipal website, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Court-appointed Special Master.
- (c) For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough shall post on its municipal website a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the Borough regarding whether any sites no longer present a realistic opportunity and should be replaced. Any interested party may, by motion, request a hearing before the Court regarding these issues.
- (d) For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the entry of the Order granting the Borough a Final Judgment of Compliance and Repose, and every third year thereafter, the Borough shall post on its municipal website a status report as to its satisfaction of its very low income requirements. Such posting shall invite any interested party to submit comments to the Borough on the issue of whether the municipality has complied with its very low income housing obligation.

### **REPEALER**

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

### **SEVERABILITY**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

### **EFFECTIVE DATE**

This ordinance shall take effect upon passage and publication as provided by law.



APPENDIX A-5  
DRAFT DEVELOPMENT FEE ORDINANCE

ORDINANCE NO. \_\_\_\_\_  
AMENDED DEVELOPMENT FEE ORDINANCE  
BOROUGH OF DUMONT, BERGEN COUNTY

AN ORDINANCE TO AMEND CHAPTER 209, ARTICLE III, SECTION 16.1  
“AFFORDABLE HOUSING DEVELOPMENT FEES” OF THE BOROUGH OF DUMONT,  
COUNTY OF BERGEN, STATE OF NEW JERSEY

**WHEREAS**, the Governing Body of the Borough of Dumont seeks to increase the mandatory residential development fee to 1.0% of the equalized assessed value, which is permitted by the State for residential development and is in accordance with the Borough’s 2017 Housing Element & Fair Share Plan;

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and Borough Council of the Borough of Dumont, in the County of Bergen, and State of New Jersey, that:

**SECTION 1.** Chapter 209, Article III, Section 16.1 shall be amended as follows:

**§209-16.1 Affordable housing development fees**

**A. Purpose.**

- (1) 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.
- (2) Pursuant to C. 46, P.L. 2008, Section 8 (N.J.S.A. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-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 nonresidential development.
- (3) Pursuant to the Executive Reorganization Act of 1969, C. 203, P.L. 1969 (N.J.S.A. 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).
- (4) This section establishes standards for the collection, maintenance, and expenditure of development fees pursuant to the Department's regulations and in accordance C. 46, P.L. 2008, Sections 8 and 32 through 38. Fees collected

pursuant to this section shall be used for the sole purpose of providing low- and moderate-income housing. This section shall be interpreted within the framework of the Department's rules on development fees, codified at N.J.A.C. 5:97-8.

**B. Basic requirements.**

- (1) This section shall not be effective until approved by the Department pursuant to N.J.A.C. 5:96-5.1.
- (2) 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.

**C. Definitions.** The following terms, as used in this section, shall have the following meanings:

**AFFORDABLE HOUSING DEVELOPMENT**

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 one-hundred-percent affordable development.

**COAH or THE COUNCIL**

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 and 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.

**DEVELOPER**

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.

**DEVELOPMENT FEE**

Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

**EQUALIZED ASSESSED VALUE**

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 C. 123, P.L. 1973 (N.J.S.A. 54:1-35a through 54:1-35c).

## GREEN BUILDING STRATEGIES

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.

### **D. Residential development fees.**

- (1) Imposed fees.
  - (a) Within all Borough zoning district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of ~~0.5%~~ 1.0% of the equalized assessed value for residential development, provided no increased density is permitted.
  - (b) 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 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.
- (2) Eligible exactions, ineligible exactions and exemptions for residential development.
  - (a) 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.
  - (b) 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.
  - (c) 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.

- (d) 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.
- (e) 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.
- (f) 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.

**E. Nonresidential development fees.** (Note: It should be noted that pursuant to P.L. 2009, c. 90 and P.L. 2011, c. 122, the nonresidential statewide development fee of 2.5% for nonresidential development is suspended for all nonresidential 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.).

(1) Imposed fees.

- (a) Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
- (b) Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
- (c) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting 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 nonresidential development fee shall be zero.

- (2) Eligible exactions, ineligible exactions and exemptions for nonresidential development.
  - (a) The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the development fee of 2.5% unless otherwise exempted below.
  - (b) The fee of 2.5% shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
  - (c) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to C. 46, P.L. 2008, 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.
  - (d) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to C. 46, P.L. 2008, shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
  - (e) If a property which was exempted from the collection of a nonresidential 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 nonresidential development fees under these circumstances may be enforceable by the Borough of Dumont as a lien against the real property of the owner.

**F. Collection procedures.**

- (1) 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.
- (2) For nonresidential 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 nonresidential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the nonresidential 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.

- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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 C. 46, P.L. 2008, (N.J.S.A. 40:55D-8.6).
- (8) Fifty percent 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.
- (9) Appeal of development fees.
  - (a) 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, N.J.S.A. 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.
  - (b) A developer may challenge nonresidential 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, N.J.S.A. 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.

**G. Affordable Housing Trust Fund.**

- (1) 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 nonresidential developers and proceeds from the sale of units with extinguished controls.
- (2) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
  - (a) Payments in lieu of on-site construction of affordable units;
  - (b) Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
  - (c) Rental income from municipally operated units;
  - (d) Repayments from affordable housing program loans;
  - (e) Recapture funds;
  - (f) Proceeds from the sale of affordable units; and
  - (g) Any other funds collected in connection with the Borough of Dumont's affordable housing program.
- (3) Within seven days from the opening of the trust fund account, the 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).
- (4) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by the Department.

**H. Use of funds.**

- (1) 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 nonresidential 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 5:97-8.9 and specified in the approved spending plan.
- (2) Funds shall not be expended to reimburse the Borough of Dumont for past housing activities.
- (3) At least 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% or less of median income by region.
  - (a) 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.
  - (b) Affordability assistance to households earning 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% or less of median income.
  - (c) 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.
- (4) The 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.

- (5) No more than 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% 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.

- I. Monitoring.** The 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 nonresidential 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 the 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.
- J. Ongoing collection of fees.** The ability for the Borough of Dumont to impose, collect and expend development fees shall expire with its substantive certification unless the 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 the 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 C. 222, P.L. 1985 (N.J.S.A. 52:27D-320). The 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 the Borough of Dumont retroactively impose a development fee on such a development. The Borough of Dumont shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

**SECTION 2.** All Ordinances of the Borough of Dumont, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

**SECTION 3.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

**SECTION 4.** This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

**ATTEST:**

**BOROUGH OF DUMONT  
COUNTY OF BERGEN  
STATE OF NEW JERSEY**

---

Susan Connelly, Borough Clerk

---

James J. Kelly, Mayor

Introduced:  
Public Hearing:  
Adopted:

DRAFT

APPENDIX A-6  
DRAFT SPENDING PLAN

November 2017  
Borough of Dumont  
Affordable Housing Trust Fund Spending Plan

## INTRODUCTION

The Borough of Dumont, Bergen County, has prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:91-1 et seq. and N.J.A.C. 5:93-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing and establishing the Borough of Dumont affordable housing trust fund was adopted by the Borough in December 2015.

As of October 31, 2017, the Borough of Dumont has a balance of \$34,604.43 in its affordable housing trust fund. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Mariner's Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:93-8.16 as described in the sections that follow.

## 1. REVENUES FOR CERTIFICATION PERIOD

It is anticipated that, during the period of Third Round substantive certification, the Borough of Dumont will add an additional \$279,224 to its affordable housing trust fund. This is detailed below.

- (a) Development fees: Since 2016, the Borough of Dumont has collected an average of \$34,558 per year in development fees for its Affordable Housing Trust Fund, and it is anticipated that this annual average will continue during the Third Round. As such, the Borough anticipates that \$276,464 in development fees will be generated between January 1, 2018 and December 31, 2025.
- (b) Payment in lieu (PIL) or Other Funds: The Borough of Dumont does not currently anticipate the contribution of any payments in lieu or other funds toward the municipal affordable housing trust fund during the period of Third Round substantive certification.
- (c) Projected interest: The Borough of Dumont anticipates that the projected revenue in the municipal affordable housing trust fund will generate approximately \$2,760 in total interest between January 1, 2018 and December 31, 2025.



SOURCE OF FUNDS	PROJECTED REVENUES – AFFORDABLE HOUSING TRUST FUND 2018 THROUGH 2025								
	2018	2019	2020	2021	2022	2023	2024	2025	Total
(a) Development fees:	\$34,558	\$34,558	\$34,558	\$34,558	\$34,558	\$34,558	\$34,558	\$34,558	\$276,464
(b) Payments in Lieu of Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(c) Other Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(d) Interest	\$345	\$345	\$345	\$345	\$345	\$345	\$345	\$345	\$2,760
<b>Total</b>	<b>\$34,903</b>	<b>\$34,903</b>	<b>\$34,903</b>	<b>\$34,903</b>	<b>\$34,903</b>	<b>\$34,903</b>	<b>\$34,903</b>	<b>\$34,903</b>	<b>\$279,224</b>

In sum, the Borough of Dumont projects a total of \$279,224 in revenue to be collected between January 1, 2018 and December 31, 2025. This projected amount, when added to Dumont's current trust fund balance of \$34,604, results in a total anticipated trust fund balance of \$313,828 available to fund and administer the Borough's affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing.

## 2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Borough:

- (a) Collection of development fee revenues: Collection of development fee revenues shall be consistent with Dumont's development fee ordinance for both residential and non-residential developments in accordance with COAH's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.8), and as may be amended.
- (b) Distribution of development fee revenues: The release of funds requires adoption of a governing body resolution. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

## 3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

- (a) Rehabilitation. The Borough has a remaining rehabilitation obligation of 12 units. In order to address this obligation, the Borough intends to continue its participation in the Bergen County Home Improvement Program to fulfill the remainder of its Rehabilitation Share. The Borough will commit to spend an average of \$10,000 per unit, consistent with COAH's Second Round rules. This will require a total contribution of \$120,000.

COAH's rules require municipalities to set aside sufficient funds to address one-third of their rehabilitation obligation within one year of substantive certification of their plan. In addition, municipalities are required to set aside sufficient funds to address one-sixth of their rehabilitation obligation each subsequent year of the substantive certification period. As such, the Borough will set aside at least \$40,000 for the first year following substantive certification, and an additional \$20,000 each subsequent year following substantive certification until the rehabilitation share is met.

- (b) Affordability Assistance. Pursuant to N.J.A.C. 5:93-8.16(c), the Borough will commit to spend at least 30% of the revenues collected from development fees towards affordability assistance to low- and moderate-income households. However, development fees collected to finance a rehabilitation program or new construction project are exempt from this requirement. As set forth above, the Borough of Dumont is proposing to contribute \$120,000 for rehabilitation from the collection of development fees. Therefore, the Borough will dedicate 30% of its development fee revenues, less its proposed rehabilitation expenditures, towards its affordability

assistance program. As shown in the table below, the Borough projects that approximately \$58,149 will be available from the affordable housing trust fund for this purpose through 2025, one-third of which will be need to be dedicated toward affordability assistance for very-low income households. The Borough's affordability assistance program will include down payment assistance, special condominium assessment assistance, emergency repair assistance, emergency/hardship mortgage payment assistance, rental assistance.

Actual development fees through 10/31/17		\$34,558
Actual interest earned through 10/31/17	+	\$46.43
Development fees projected 1/1/18-12/31/25	+	\$276,464
Interest projected 1/1/18-12/31/25	+	\$2,760
Less rehab & housing activity expenditures through 10/31/17	-	\$0
Less rehab & housing activity expenditures 1/1/18-12/31/25	-	\$120,000
<b>Total</b>	=	\$193,828.43
30 percent requirement	x 0.30 =	\$58,148.53
Less affordability assistance expenditures through 10/31/17	-	\$0
<b>PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2018-12/31/2025</b>	=	\$58,148.53
<b>PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2018-12/31/2025</b>	÷ 3 =	\$19,382.84

- (c) Administrative Expenses. Per N.J.A.C. 5:93-8.16(e), no more than 20% of the revenues collected from development fees shall be expended on administration. The Borough projects that a maximum of \$62,766 of housing trust funds will be permitted to be used for administrative purposes through 2025. Projected administrative expenditures, subject to the 20% cap, include the salaries and benefits for municipal employees and consultant fees necessary to develop or implement the following:

1. An updated Housing Element and Fair Share Plan.
2. A rehabilitation program.
3. An affirmative marketing program.
4. An affordability assistance program.

Actual development fees + interest through 10/31/17		\$34,604.43
Development fees + interest projected 1/1/18-12/31/25	+	\$279,224
<b>Total</b>	=	\$313,828.43
20 percent requirement	x 0.20 =	\$62,765.69
Less administrative expenditures through 10/31/17	-	\$0
<b>PROJECTED MAXIMUM Administrative Expenses Requirement 1/1/2018-12/31/2025</b>	=	\$62,765.69

#### 4. EXPENDITURE SCHEDULE

The Borough of Dumont intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units. Where applicable, the creation/rehabilitation funding schedule below parallels the implementation schedule set forth in the Housing Element and Fair Share Plan and is summarized as follows.

PROJECTS/PROGRAMS	Number of Units Projected	PROJECTED EXPENDITURE SCHEDULE 2018 -2025								
		2018	2019	2020	2021	2022	2023	2024	2025	Total
Rehabilitation	12	\$40,000	\$20,000	\$20,000	\$20,000	\$20,000				\$120,000
Affordability Assistance		\$7,269.03	\$7,268.50	\$7,268.50	\$7,268.50	\$7,268.50	\$7,268.50	\$7,268.50	\$7,268.50	\$58,148.53
Administration		\$7,845.72	\$7,845.71	\$7,845.71	\$7,845.71	\$7,845.71	\$7,845.71	\$7,845.71	\$7,845.71	\$62,765.69
Total		\$55,114.75	\$35,114.21	\$35,114.21	\$35,114.21	\$35,114.21	\$15,114.21	\$15,114.21	\$15,114.21	\$240,914.22

## 5. EXCESS OR SHORTFALL OF FUNDS

Pursuant to the Housing Element and Fair Share Plan, the governing body of the Borough of Dumont will adopt a resolution agreeing to fund any shortfall of funds required for implementing the plan. In the event that a shortfall of anticipated revenues occurs, the Borough of Dumont will handle the shortfall of funds through adopting a resolution with an intent to bond.

In the event of excess funds, or in the event that the amount spent on administration is less than projected, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be reserved for additional affordable housing activity.

### SUMMARY

The Borough of Dumont intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:93-8.16 and consistent with the housing programs outlined in the Borough's Housing Element and Fair Share Plan.

The Borough of Dumont has a balance of \$34,604.43 as of October 31, 2017, and anticipates an additional \$279,224 in revenues through 2025 for a total of \$313,828. During the Third Round period of substantive certification through 2025, the Borough will agree to fund approximately \$120,000 towards rehabilitation of existing housing units, a minimum of \$58,149 towards an affordability assistance program, and a maximum of \$62,766 towards administrative costs.

Any shortfall of funds will be offset by an alternative funding source to be identified by the Borough. If no alternative funding is available, the Borough of Dumont will utilize the resolution of intent to bond to provide the necessary funding. The municipality will dedicate any excess funds or remaining balance toward its rehabilitation program and/or affordability assistance program.

SPENDING PLAN SUMMARY		
Balance as of October 31, 2017		\$34,604.43
PROJECTED REVENUE 1/1/2018-12/31/2025		
Development fees	+	\$276,464
Payments in lieu of construction	+	\$ 0
Other funds	+	\$ 0
Interest	+	\$2,760
SUBTOTAL REVENUE	=	\$279,224
TOTAL REVENUE	=	\$313,828.43
EXPENDITURES		
Funds used for Rehabilitation	-	\$120,000
Affordability Assistance	-	\$58,148.53
Administration	-	\$62,765.69
TOTAL PROJECTED EXPENDITURES	=	\$240,914.22
REMAINING BALANCE	=	\$72,914.21
Excess Funds or Remaining Balance Reserved for Additional Rehabilitation Expenditures and/or Affordability Assistance	=	\$72,914.21

APPENDIX A-7  
DRAFT REDEVELOPMENT PLAN 1 (RP1) ZONE ORDINANCE



ORDINANCE NO. \_\_\_\_\_  
REDEVELOPMENT PLAN 1 (RP1) ZONE ORDINANCE  
BOROUGH OF DUMONT, BERGEN COUNTY

AN ORDINANCE TO AMEND THE BOROUGH OF DUMONT MUNICIPAL CODE TO  
ESTABLISH A NEW RP1 – REDEVELOPMENT PLAN 1 ZONE DISTRICT

**WHEREAS**, on February 4, 2014, Landmark Dumont, LLC, filed a complaint in lieu of prerogative writ for declaratory and injunctive relief seeking a builder’s remedy, and

**WHEREAS**, on March 8, 2016, Landmark Dumont, LLC, and the Borough of Dumont entered into a settlement agreement, and

**WHEREAS**, in furtherance of that settlement agreement, the Mayor and Council of the Borough of Dumont adopted a resolution on May 17, 2016 authorizing the Joint Land Use Board of the Borough of Dumont to conduct a preliminary investigation to determine if a Study Area, inclusive of Block 212 Lot 20 and Block 215 Lot 1, constitutes an “area in need of redevelopment” as defined under the New Jersey Local Redevelopment Housing Law (LHRL), and

**WHEREAS**, in order to accomplish this task, the Joint Land Use Board retained Maser Consulting to undertake an investigation and prepare a report for the Joint Land Use Board’s review, preliminary to the public hearing to be held on the matter, all of which were designed to inform the Board’s subsequent recommendation to the Mayor and Council, and

**WHEREAS**, the Joint Land Use Board, based upon the contents of the Maser report, concluded that the Study Area warranted inclusion in an Area in Need of Redevelopment, and

**WHEREAS**, the Mayor and Council, via resolution dated August 16, 2016, accepted the Joint Land Use Board’s findings and report and determined the property to be an area in need of redevelopment, and directed the Joint Land Use Board to prepare a redevelopment plan, and

**WHEREAS**, in consultation with Maser Consulting, the Joint Land Use Board prepared a redevelopment plan for the area in need (the “Redevelopment Plan”), dated September 2016, and, after review of the Redevelopment Plan at a public meeting, the Joint Land Use Board approved the Redevelopment Plan and referred it to the Mayor and Council with a recommendation that it be adopted, and

**WHEREAS**, the Mayor and Council desires to approve the Ordinance that has been prepared to implement the Redevelopment Plan, as set forth herein.

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and Borough Council of the Borough of Dumont, in the County of Bergen, and State of New Jersey, that:

**SECTION 1.** Chapter 455, “Zoning,” Article II, Section 455-6A(1) related to classes of districts shall be amended to include a new Subsection (f), which shall read as follows:

- (f) District RP1, Redevelopment Plan 1.

**SECTION 2.** Chapter 455, “Zoning,” Article III, “General Regulations and Restrictions” shall be amended to include a new Section 455-21.1 “Redevelopment Plan 1 (RP1) District,” which shall read as follows:

**§455-21.1 Redevelopment Plan 1 (RP1) District**

**A. Definitions.**

As used in this section, the following items shall have the meanings indicated:

**BUILDING HEIGHT** – The vertical distance between the average finished ground elevation around the foundation of the building and the elevation of the highest point of the building if the roof is flat or, in the case of sloping roofs, to a point half the distance between the rafter plate and the upper most point of the roof, inclusive of a parapet.

**IMPERVIOUS COVERAGE** – The area of a lot covered by impervious surfaces.

**LOT AREA** – The total area within the lot lines of a lot. To the extent that any property owner contributes, without consideration, lands for a county or municipal road improvement, all calculations utilizing the lot area shall be determined by the area of each respective lot prior to the contribution of lands for the stated purpose.

**B. Principal permitted uses.**

- (1) Multi-family residential dwellings.

**C. Permitted accessory uses.**

- (1) Attached garages for automobiles.
- (2) Off-street parking.
- (3) Clubhouse, pools and recreational/fitness amenities for use by residents and their guests.
- (4) Fences, fence walls, retaining walls.
- (5) Trash enclosures.
- (6) Signs.
- (7) Other accessory uses which are customary and incidental to the permitted principal uses.

**D. Bulk requirements.**

	<b>Block 212 Lot 20</b>	<b>Block 215 Lot 1</b>
Minimum Lot Area	6 acres	1 acre
Minimum Front Yard Setback	25 feet	15 feet
Minimum Rear Yard Setback	25 feet	15 feet
Minimum Side Yard Setback	25 feet	15 feet
Minimum Setback to Parking Spaces	10 feet	10 feet
Maximum Impervious Coverage	70%	70%
Maximum Building Coverage	35%	25%
Maximum Building Height*	3 stories / 35 feet	3 stories / 42 feet
Maximum Density**	22 units/acre	22 units/acre

\* Except that up to 50% of the units may be contained in a building up to 42 feet in height.

\*\* Up to a maximum of 146 residential units.

**E. Affordable housing requirements.**

- (1) Within the RP1 District, 15% (22 units) of the total number of units (146) in the development shall be set-aside as affordable units. All affordable units shall be located on Block 215 Lot 1.
- (2) All affordable units to be produced pursuant to Section E(1) above shall be deed restricted for a minimum of thirty (30) years, and shall strictly comply with the “Affordable Housing” chapter of the Borough Code and the applicable COAH regulations, as may be amended from time to time.

**F. Parking.**

Off-street parking shall be provided in accordance with the New Jersey Residential Site Improvement Standards (RSIS).

**G. Landscape and buffer requirements.**

- (1) Street trees shall be provided along all lot frontages on municipally-owned streets and along all access drives consistent with the following:
  - (a) Trees of the following species shall be planted forty (40) feet on center:
    - Regent scholartree
    - Chinese elm
    - October glory red maple
    - Rosehill ash
    - Katsure tree
    - Maidenhair tree
    - Shademaster locust
    - Coffeetree

Greenspire linden  
Village green zelkova  
Patmore ash  
Red sunset maple

- (b) Trees of the following species shall be planted fifty (50) feet on center:

Green mountain sugar maple  
London plane-tree  
Red oak  
Sovereign pin oak

- (c) Trees shall be a minimum of three (3) inches caliper at time of planting.

(2) Parking area shade trees:

- (a) Shade trees as listed in Section G(1) above shall be provided at the rate of one (1) tree per every ten (10) parking spaces. The does not include any off-street parking space provided in a garage. Such trees may be provided within or adjacent to such off-street parking areas.
- (b) For the purposes of counting shade trees in accordance with the above, any tree planted within landscape islands internal to parking areas and any tree planted within ten (10) feet of the perimeter curbing of a parking area shall qualify as a parking area shade tree.
- (c) Trees shall be a minimum of three (3) inches caliper at time of planting.

(3) Tract buffer:

- (a) A tract buffer shall be provided around the perimeter of Block 212 Lot 20 that is an average of twenty (20) feet in width and a minimum of ten (10) feet in width. A tract buffer shall be provided around the perimeter of Block 215 Lot 1 that is an average of 15 feet in width and a minimum of ten (10) feet in width.
- (b) Buffer plantings shall consist of a combination of shade trees, evergreen trees, ornamental trees and shrubs to provide a natural looking buffer while providing a visual screen.
- (c) Buffer plants shall be the following size at the time of planting:

[1] Shade trees shall be planted at a minimum three (3) inch caliper and shall be a minimum of ten (10) feet in height, balled and burlapped.

- [2] Evergreen trees shall be planted at a minimum height of seven (7) feet, balled and burlapped.
- [3] Ornamental trees shall be planted at a minimum two (2) inch caliper and shall be a minimum of six (6) feet in height, balled and burlapped.
- [4] Shrubs shall be of a variety that matures at a minimum height of six (6) feet and shall be planted at a minimum of thirty (30) inches in height. At least fifty percent (50%) of shrubs shall be evergreen.
- (d) Shade trees shall be considered deciduous trees that mature to a height of fifty (50) or greater feet. Evergreen trees shall be considered trees which mature to a height of forty (40) or more feet and have a mature width of over ten (10) feet. Should narrower varieties of evergreens be proposed for buffer plantings, additional plants shall be required to achieve a visual screen.
- (e) Existing trees within the proposed buffer areas that are healthy shall be retained.
- (f) Proposed buffer plantings shall be arranged in a naturally staggered pattern and shall not be lined up in straight, single rows.

#### **H. Lighting standards**

- (1) Low-pressure sodium or mercury vapor lighting is prohibited.
- (2) Parking area lighting shall comply with the following standards:
  - (a) Lighting fixtures shall be no more than sixteen (16) feet in height.
  - (b) An average of one (1.0) footcandle shall be maintained within parking areas and along all sidewalks.
  - (c) Parking area fixtures shall be full cut off or have shields to prevent light spillage on adjacent properties. Footcandles shall be limited to a maximum of one-half (0.5) footcandle at the property line where the RP1 District abuts existing single-family residences.
  - (d) No lighting fixtures shall be within ten (10) feet of the property line.

#### **I. Building design standards.**

- (1) Architecture:

- (a) All building facades shall consist of brick, stone, cast stone, stucco, simulated stucco, cedar shakes or other high-quality materials such as Hardiplank, cementitious boards, cultured stone, etc.
  - (b) Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. Building wall offsets, including projections such as balconies, canopies and recesses shall be used to add architectural interest variety and to relieve the visual effect of a simple, long wall. Similarly, dormers or gables shall be provided to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.
    - [1] The maximum spacing between building wall offsets shall be sixty (60) feet.
    - [2] The minimum projection or depth of any individual vertical offset shall not be less than one (1) foot.
  - (c) All sides of a building shall be architecturally designed to be consistent with regard to style, materials, colors and details.
  - (d) Gable and hipped roofs shall be used. Both gable and hipped roofs shall provide overhanging eaves on all sides that extend a minimum of one (1) foot beyond the building wall.
  - (e) Fenestration shall be architecturally compatible with the style, materials, colors and details of the building. Windows shall be vertically proportioned.
  - (f) All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, etc.
  - (g) Heating, ventilating and air-conditioning systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties.
- (2) Trash enclosures:
- (a) Trash enclosures shall not be visible from any public street.
  - (b) All trash enclosures shall be screened by a solid masonry wall on three (3) sides and heavy-duty gate closures on the fourth side.



- (c) All trash enclosures shall be surrounded by a mixture of deciduous and evergreen plant species that are a minimum of six (6) feet at the time of planting.

**J. Traffic study.**

The applicant shall submit a traffic study that shows traffic patterns on-site and off-site.

**K. Access.**

A copy of any and all development applications shall be submitted to the Borough of Dumont Fire Chief. Secondary means of access shall be at the discretion of the Fire Chief.

**L. Exemptions.**

Properties within the RP1 District are specifically exempted from the provisions of §455-12, §455-17, and §455-18 of the Borough Zoning Code.

**SECTION 3.** The Zoning Map annexed to Chapter 455, “Zoning,” of the Borough Code shall be amended to identify and include the Redevelopment Plan 1 District, as depicted on the accompanying map.

**SECTION 4.** Chapter 350, “Signs”, Article I, Section 350-15 “Location; use signs” shall be amended to include a new Section D., which shall read as follows:

D. The following signs and none other, unless expressly permitted by another section of this article, are permitted to be erected in the RP1 District:

(1) Monument signs:

- (a) One (1) monument sign shall be permitted per parcel to identify the residential development.
- (b) The total area of the monument sign, including the sign face and support structure, shall be limited to forty (40) square feet.
- (c) The height of the sign shall not exceed a height of five (5) feet above the grade.
- (d) Monument signs shall be set back a minimum of ten (10) feet from any property line.
- (e) A double-faced sign shall be counted as one (1) sign.
- (f) Monument signs may be illuminated by shielded floodlights only.

- (2) The provisions of §350-8 and §350-9 of the Borough Sign Code shall not apply to properties in the RP1 District.

**SECTION 5.** All Ordinances of the Borough of Dumont, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

**SECTION 6.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

**SECTION 7.** This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

**BOROUGH OF DUMONT  
COUNTY OF BERGEN  
STATE OF NEW JERSEY**

**ATTEST:**

\_\_\_\_\_  
Susan Connelly, Borough Clerk

\_\_\_\_\_  
James J. Kelly, Mayor

Introduced:  
Public Hearing:  
Adopted:



**BURGIS ASSOCIATES, INC.**  
 CONSULTING ENGINEERS  
 LAND DEVELOPMENT AND DESIGN  
 100 WEST 17TH STREET, SUITE 200  
 NEW YORK, NY 10011-3603  
 TEL: (212) 691-1000  
 FAX: (212) 691-1001  
 WWW.BURGIS-ASSOCIATES.COM

**REDEVELOPMENT PLAN 1  
 ZONE ORDINANCE**

ADOPTED MAY 19, 2010  
 BY THE BOARD OF PLANNING AND ZONING  
 OF THE CITY OF NEW YORK



**Legend**  
 [Outline] Parcels  
 [Thick Outline] RP1 District

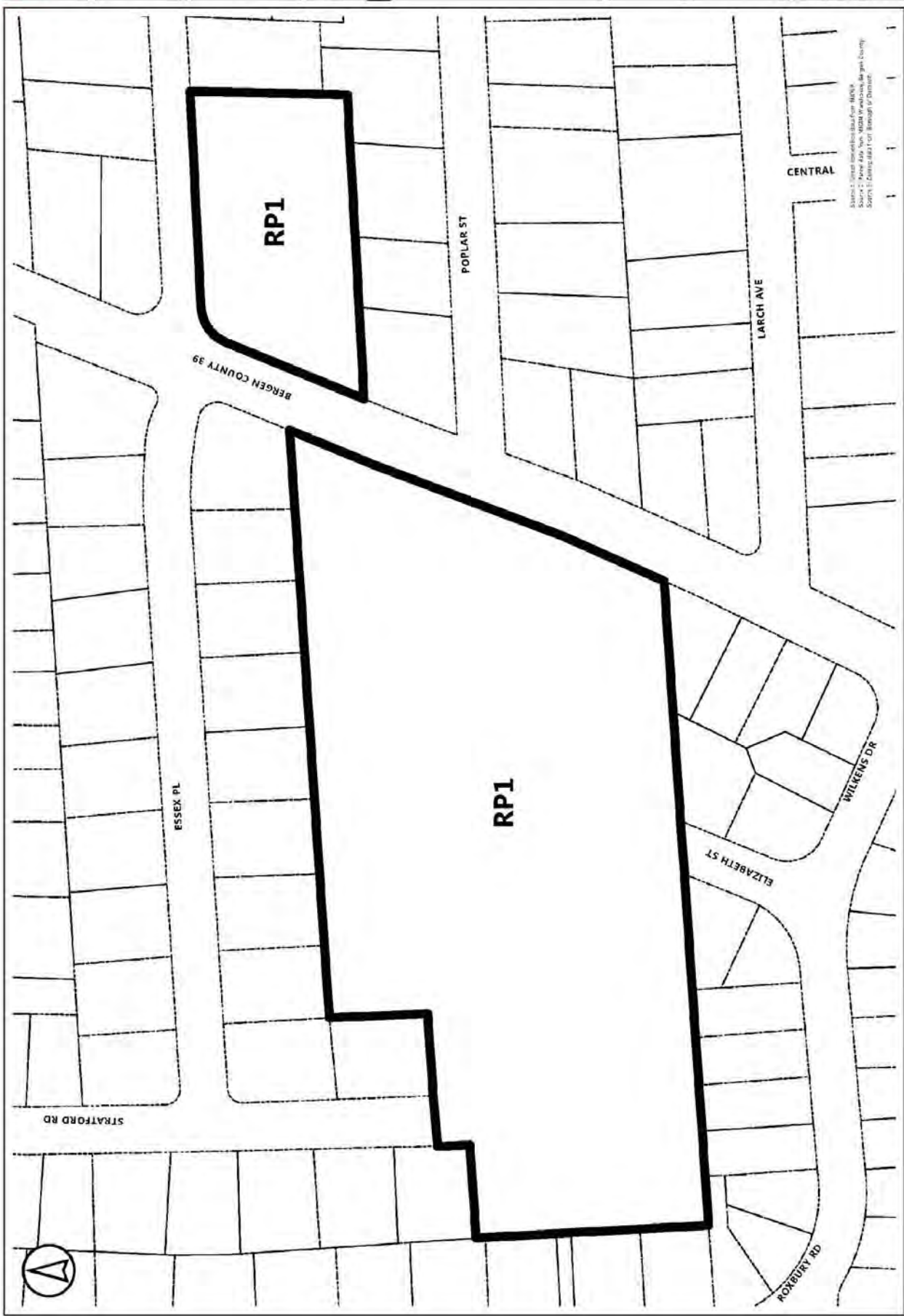
**Amendment to  
 Zoning Map**

Map No.	Date	By	For
1	10/1/09	City of New York	RP1 District

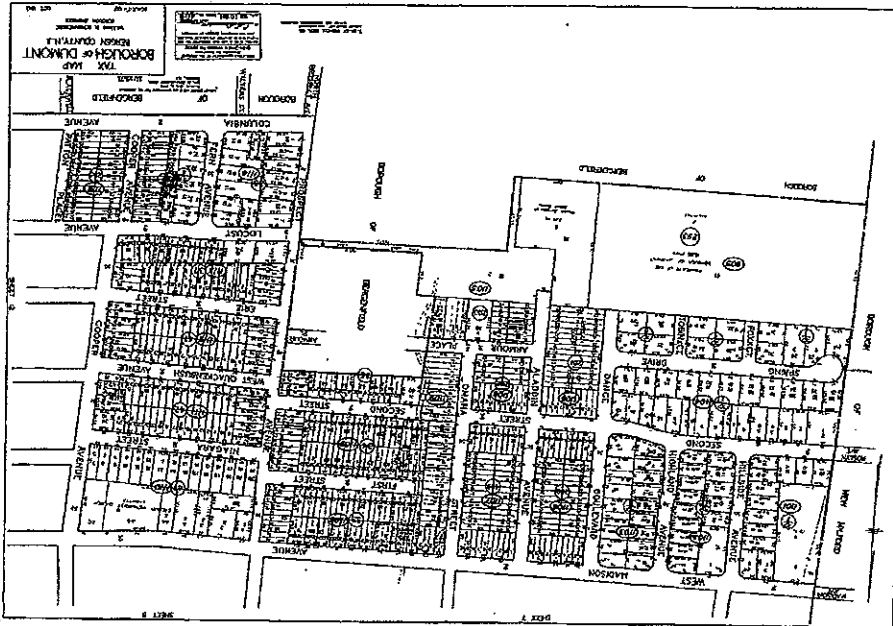
Scale: 1" = 100'

**RP1 District**

RP1 District is located in the City of New York, New York, and is bounded by the following streets: [List of streets]



APPENDIX A-8  
BERGEN COUNTY HOME IMPROVEMENT PROGRAM –  
SUPPORTIVE DOCUMENTS



# 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: Bergen County Home Improvement Program

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

- ☒ Proposed/Zoned 2013-2018
- ☐ 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 ☐ 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)

**PART B - PROJECT DETAIL** (Complete all applicable sections)

COAH Rules that apply to project: ☐ Round 1 ☐ Round 2 ☐ Round 3  
 Project Address: Various  
 Project Block/Lot/Qualifier (list all): Various  
 Project Acreage: Various Density: Set Aside:

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

Project Sponsor Name: Bergen County Home Improvement Program  
 Project Developer Name: Bergen County Home Improvement Program

**Planning Regions:** (check all that apply)

☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 4B ☐ 5 ☐ 5B  
☐ Highland Preservation ☐ Highlands Planning Area ☐ Pinelands ☐ Meadowslands  
☐ CAFR ☐ Category I Watershed

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

☐ Prior-cycle (1980 - 1986) ☐ Pre-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 ☐ Modified 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: n/a

<sup>1</sup> "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: n/a  
 Number of affordable units created with payment: n/a  
 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 ☐ Janice Mae Multi-Family ☐ UDAG ☐ UHOP  
☐ USDA-FHA Rural Development ☐ USDA-FHA - Section 515 ☐ Development Fees ☐ Private Financing  
☐ Municipal Bond ☐ Municipal Funds ☐ Payment in Lieu ☐ Balanced Housing - Home Express ☐ RCA  
☐ Capital Funding ☐ Balanced Housing ☐ NPP ☐ DCA Shelter Support Services ☐ DDD  
☐ DCA - Low Income House Tax Credit ☐ DHSS ☐ HMFA Low Income House Tax Credit ☐ HMFA ☐ HMFA HOME  
☐ MONI ☐ Section 8 ☐ Small Cities ☐ Other

**Effective date of affordability controls:** ☐ ☒ Perpetual

**Length of Affordability Controls:** (in years) \_\_\_\_\_ or \_\_\_\_\_

**Project Contacts:** (fill in all that apply)

Administrative Agent:

Property Manager:

Rehab Program Administrator: Barbara Ruzarski, Secretary of Home Improvement Program

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: \_\_\_\_\_

## PART C - COUNTS

### Affordable Unit Counts:

Total non-age-restricted      bld      Sales      Rentals      Total age-restricted      bld      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 <sup>2</sup>	<u>    </u>	<u>    </u>	<u>    </u>
35% of median income <sup>3</sup>	<u>    </u>	<u>    </u>	<u>    </u>
50% of median income	<u>    </u>	<u>    </u>	<u>    </u>
Moderate Income	<u>    </u>	<u>    </u>	<u>    </u>
80% of median income	<u>    </u>	<u>    </u>	<u>    </u>

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	<u>    </u>	1 bedroom low	<u>    </u>	2 bedroom low	<u>    </u>	3 bedroom low	<u>    </u>
	efficiency mod	<u>    </u>	1 bedroom mod	<u>    </u>	2 bedroom mod	<u>    </u>	3 bedroom mod	<u>    </u>
Rental units	efficiency low	<u>    </u>	1 bedroom low	<u>    </u>	2 bedroom low	<u>    </u>	3 bedroom low	<u>    </u>
	efficiency mod	<u>    </u>	1 bedroom mod	<u>    </u>	2 bedroom mod	<u>    </u>	3 bedroom mod	<u>    </u>

### Completed Units:

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

## 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                      n/a                       
 Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality                     

<sup>2</sup> 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)  
<sup>3</sup> Pursuant to N.J.A.C. 5:90-26.3(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





COUNTY OF BERGEN  
COMMUNITY DEVELOPMENT  
One Bergen County Plaza - 4<sup>th</sup> Floor • Hackensack, NJ 07601  
(201) 336-7200 • Fax (201) 336-7247

Kathleen A. Donovan  
County Executive

Noreen Best  
Director

DUMONT COAH REPORT

7 Derby Lane	Single Family \$6,950.00 Final Inspection Date: 9/26/00 -Asphalt Driveway
62 W Quackenbush Ave	Single Family \$17,500.00 Final Inspection Date: 6/7/00 Smoke detectors, roof, gutters/leaders, replacement Windows, electrical run, siding
30 New Milford Ave	Single Family \$4,003.50 Final Inspection Date: 8/3/00 Sewer line repairs
226 Glen Ave	2 Family \$6,150.00 Finals Inspection Date: 7/24/00 Smoke detectors, minor plumbing repairs, Repair furnace oil line
101 Lenox Ave	Single Family \$16,750.00 Final Inspection Date: 7/24/00 Smoke detectors, storm door, walks, roof, Gutters/leaders, windows, drywall patch

August 26, 2013

Ms. Darlene Green  
Maser consulting  
Perryville III Corporate Park  
53 Frontage Rd - Suite 120  
P.O. 4017  
Clinton NJ 08809

RE: Dumont COAH Report

Dear Ms. Green:

I am in receipt of your letter dated 8/22/13. The following is the information you requested.  
The time period is from 4/1/00 to 7/31/13.

All of our Home Improvement Loans are owner occupied. All homes were raised to code. Liens  
are held onto the home until they are paid in full. I do not have block and lot information.

Very truly yours,

Barbara Ruzanski,  
Secretary  
Home Improvement Program

BR/  
Aitch.

B. C. Community Development  
1 Bergen County Plaza - 4th Fl  
Hackensack NJ 07601  
Phone: 201-336-7200  
Fax: 201-336-7245



DUMONT COAH REPORT

80 Sherwood Pl  
Single family \$17,500.00  
Final inspection date: 4/29/03  
Furnace, storm doors, garage door,  
Replacement windows, new GFI run,  
Awning window

136 Lincoln Ave  
Single family \$22,450.00  
Final inspection date: 3/10/10  
Roof, front steps, driveway, entry doors,  
Private walks, window

**Fax**

To:	Barlene Carr	From:	Barbara
Fax:	908-238-0991	Date:	3/17/14
Phone:	908-238-0900	Pages:	11
Re:	Rehad Documents	CC:	
<input type="checkbox"/> Urgent	<input type="checkbox"/> For Review	<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Reply
		<input type="checkbox"/> Please Recycle	

-Comments:

As per telephone conversation- please  
find attached Mortgage + Mortgage Notes used  
for Home Improvement Loans.

These are used for 70 towns in Bergen  
County.

Any questions please contact me @ 201-336-7234.

MORTGAGE NOTE

\$ .00 Date: \_\_\_\_\_ 2014

(Borrowers)

promise to pay to the Home Improvement Program of the County of Bergen, a Body Politic and Corporate of the State of New Jersey, the Lender, at:  
1 Bergen County Plaza - 4<sup>th</sup> Floor  
Hackensack, New Jersey 07601 - 7000

the sum of \$.00 at three (3%) percent interest, from the date hereof to be paid upon any one of the following events.

- a. Any change in the ownership of the mortgaged property; or
- b. If the mortgaged property ceases to be my principal place of residence such that I reside herein for less than seven months of a calendar year; or
- c. The appointment of a receiver of the property, rights, credits, assets of any part thereof, of mine, or;
- d. The filing of a petition by or against me for relief under any bankruptcy or insolvency law; or
- e. An assignment by me of assets for the benefit of creditors; or
- f. Any default in the premises and conditions of the mortgage securing this note, which premises and conditions are made a part of this note as though set forth at length or in the and conditions of any prior mortgage.

**GRACE PERIOD**

In the following instances payment of the principal debt and accumulated interest may be extended for such additional period of time as the Lender deems reasonable:

- a. Where the mortgaged property ceases to constitute Borrower's principal place of residence due to an impairment of health, old age, or related disability, such that Borrower is forced to undergo hospitalization or institutionalization in an old age home.
- b. Where the mortgaged property is conveyed as part of a divorce settlement or separation agreement, in which event the time of maturity may be renegotiated at the discretion of the Lender.
- c. In all other cases upon a showing of compelling need or hardship the Lender reserves the right to extend the time at which the principal debt and accumulated interest shall fall due.

**BORROWER'S OBLIGATIONS**

1. Within ten (10) days of the date of any sale, exchange, transfer or other conveyance of the mortgaged property I the Borrower or his heirs, executors, or representatives shall provide the Lender written notice of the conveyance or transfer.

Any notice to the Borrower or Lender shall be given by mailing such notice by certified mail to each respective party at the following address:

(A) Borrower's Address:

(B) Lender's Address:

Department of Community  
Development (Home Improvement Program),  
1 Bergen County Plaza Bldg., 4<sup>th</sup> Floor  
Hackensack, New Jersey 07601-7000 -  
Attention: Home Improvement Program Loan Department

2. If the Lender learns that Borrower failed to disclose a material fact or made a misrepresentation either in the application or in any related agreement, the Lender may immediately declare all or any of the part of the outstanding debt due and owing together with accumulated interest.
3. The Undersigned agrees to diligently prosecute to completion the home repair improvements being financed by this loan, and should dispute with the contractor arise which impairs the completion of said improvement, submit to arbitration in the manner and to the extent specified in addendum to construction Agreement.
4. As security for the payment of the payment of this loan I have signed and delivered to Home Improvement Program of the County of Bergen, a Mortgage dated today on lands

County of Bergen and State of New Jersey.

5. I agree with the holder hereof:

- a. To claim no deduction upon the assessed value of such mortgaged property on account of the monies owing hereon;
- b. To pay all taxes, assessments, water rents and other governmental charges levied or assessed against the mortgaged property within thirty (30) days after the same shall have become due and payable.
- c. To keep the buildings on the mortgaged property insured for the benefit of the holder hereof against damage or loss by fire, flood and such other hazards as the holder hereof shall specify by insurers and in amounts approved by the holder hereof, and to deliver such policy or policies of insurance to the holder hereof.
- d. To keep the buildings and other structures, including fixtures, on the mortgaged property in good and substantial repair and to make such other repairs as may be required by the holder within thirty (30) days from written notice.

6. I further agree that, should thirty (30) days default be made in the payment of any such tax, assessments, water rents or governmental charge, or in the payment of a premium for such insurance, or should any default be made in the obligation to keep the mortgaged property in satisfactory repair and condition, then the holder hereof may pay any such tax, assessment, water rents, governmental charge, insurance premium or the cost to place the mortgaged property in satisfactory repair and condition, and the amount so paid shall be added to the amount owing hereunder and shall be due and payable on demand, with interest at 12% per year.

7. The unpaid balance of the principal sum and accumulated interest of this Note shall immediately become due and payable, at the election of the holder hereof, in the event of:

Any default under the provisions of this Note or  
Mortgage instrument signed this date and securing the terms of this Note.

Delay or failure of the Lender to take any action will not prevent Lender from doing so later.

The laws of the State of New Jersey shall apply to this Note.

This Note cannot be changed except in writing signed by the Lender.

"I", "me" and "my" refer to each signer of this Note.  
Each of us is liable to pay any amount due or which may become due separately and individually.

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Witness)

MORTGAGE

This is a real property mortgage given on \_\_\_\_\_, 2014,

By:

Owner(s)

Address:

MORTGAGE NOTE

TO

HOME IMPROVEMENT PROGRAM  
OF THE COUNTY OF BERGEN  
A BODY POLITIC AND CORPORATE  
OF THE STATE OF NEW JERSEY

to County of Bergen Home Improvement Program, 1 Bergen County Plaza, 4<sup>th</sup> Floor  
Hackensack, New Jersey 07601 - 7000, mortgagee, to secure a loan in the sum of  
\$and covering property located in the County of Bergen, State of New Jersey  
commonly known as:

Also known as Block, Lot, on the tax map of the Municipality of  
Being the same premises conveyed to Mortgagee named herein by Deed  
from dated, and recorded in the Bergen County Clerk's Office on , Book of Deeds, Book , Page

DATED: \_\_\_\_\_

EXPLANATION OF WORDS USED IN THIS DOCUMENT

- (A) **Mortgage** - This document will be called the Mortgage.  
(B) **I, ME, MINE and MY** - These words refer to each and all of those who sign this Mortgage.  
(C) **YOU and YOUR** - These words refer to County of Bergen Home Improvement Program,  
having its principal place of business at 1 Bergen County, 4<sup>th</sup> Floor, Hackensack, New Jersey  
07601 - 7000, and any future holder of this Mortgage.  
(D) **NOTE** - This refers to a separate document I signed this day by which I acknowledge that I  
have borrowed the sum of \$, and agree to repay it with three (3%) percent  
interest to you.

RECORD AND RETURN TO:

Bergen County Home Improvement Program  
1 Bergen County Plaza - 4<sup>th</sup> Floor  
Hackensack, NJ 07601

GIVING OF MORTGAGE AND ITS EFFECT

On this date, because you loaned me the money for which I gave you the Note, I mortgage to you  
the Property described in Paragraph 1 below. By this I mean the following:

- A) I give the rights in the property which the law gives to holders of mortgages.  
B) I agree to keep all the promises which I make in the Note and in this Mortgage.

Prepared by:

Barbara Ruzanski, for B.C. HIP  
(Signature)

If I fail to pay the money I owe you or to keep the other promises made in the Note and in this Mortgage, then you can foreclose this Mortgage. Foreclosure may result in the property being sold to a buyer who will have the right to remove me from the property. The proceeds of the sale may be applied to pay the cost and expenses of the foreclosure action, as well as to pay the money I owe you under the Note and this Mortgage. If the proceeds are not enough to pay these amounts, then you may get a personal judgment against me for the difference.

#### PROPERTY UNDER MORTGAGE

1) The property I mortgage is a certain piece of land, located and being in the County of Bergen, State of New Jersey:

Also known as Block, Lot, on the tax map of the Municipality of:

The property also includes all my rights in the property and my rights and privileges, if any, to all land, water, streets and roads next to, and on all sides of the property.

The property also includes anything which is now attached to or which will in the future be so attached or which will be built upon the property including but not limited to a building or house.

2) I give you the right to any money which may be necessary to repay the amount I owe you, if any government agency or anyone else authorized by law takes the property or any part of it, which proceeds are included in the property under this Mortgage.

#### PROMISE TO PAY NOTE

3) I promise to pay you or anyone you name all the amounts specified in the Note.

#### FIRE INSURANCE

4) For your benefit, I will keep the property insured against loss by fire after such time as any structure has been erected. At your request I will deliver and assign any policy to you and I will not buy any new policy without telling you about it. If I fail to pay the premium for this insurance, within ten (10) days after you ask me, you may do so; I agree to then repay such premium to you when you ask for repayment. I will insure the property for at least an amount equal to the outstanding balance of the Note, and shall name County of Bergen Home Improvement Program as an insured for an amount equivalent to, and to the extent of, the outstanding balance of the Note. County of Bergen Home Improvement Program shall be entitled to such a portion of the insurance proceeds to satisfy any balance of principal and interest to County of Bergen Home Improvement Program under the provisions of the Note that this Mortgage is securing.

#### FLOOD INSURANCE

5) The federal government has designated certain areas as Special Flood Hazard Areas. If all or part of my property is in a Special Flood Hazard Area, I will be required to keep flood insurance on the property. For your benefit, I will keep the property insured against loss by flood after such time as any structure has been erected. At your request I will deliver and assign any policy to you and I will not buy any new policy without telling you about it. If I fail to pay the premium for this insurance, within ten (10) days after you ask me, you may do so; I agree to then repay such premium to you when you ask for repayment. I will insure the property for at least an amount

equal to the outstanding balance of the Note, and shall name County of Bergen Home Improvement Program as an insured for an amount equivalent to, and to the extent of, the outstanding balance of the Note. County of Bergen Home Improvement Program shall be entitled to such a portion of the insurance proceeds to satisfy any balance of principal and interest to County of Bergen Home Improvement Program under the provisions of the Note which this Mortgage is securing.

#### PRESERVING PROPERTY

6) I will keep the property in good repair. I will not damage, destroy or substantially change the property. This is a material provision of this Mortgage; I understand that County of Bergen Home Improvement considers this provision of utmost importance. will not allow the property to deteriorate.

#### RIGHT TO INSPECT THE PROPERTY

7) During the period this mortgage is in effect, you have the right to enter and inspect the property and the buildings thereon, upon reasonable notice at any reasonable time.

#### PAYMENT OF TAXES AND OTHER CHARGES

8) I will pay when due all taxes, and assessments that are assessed against the property. I will show you receipts for payments of such charges within ten (10) days after you request them.

#### WRITTEN STATEMENT OF AMOUNT DUE

9) In the event of any disagreement between you and me, upon your request, I will give you a written and signed statement of the amount that I owe you on the Note and this Mortgage and whether or not I have rights or claims to reduce or not pay the amount you say I owe.

#### VIOLATIONS AFFECTING PROPERTY

10) If I receive notice from you or any governmental body that the property, or my use, occupation or maintenance of that property, violates any law or governmental regulation, then I agree to correct such violation within ninety (90) days.

#### NOTICE

11) You may give any written notices regarding the Note and this Mortgage to me by personal delivery or by ordinary mail at the address shown above for the property being mortgaged.

#### OWNERSHIP

12) I represent and warrant that I own the property covered by this Mortgage.

#### PAYMENTS BY YOU

13) If I do not pay all taxes, assessments, insurance premiums, costs to protect the value of the property, maintenance and any other payments that I am to make under this agreement, you may pay those charges, although you don't have to. If you do pay them I will repay you promptly at your request with interest at the rate specified in the Note and such sum shall be added to the amount I owe you.

**YOUR RIGHT TO REQUIRE PAYMENT OF ENTIRE BALANCE DUE**

14) You may require that the entire balance of my debt to you be paid immediately if I fail to keep any of the promises I made in the Note and this Mortgage.

**ENTIRE BALANCE DUE**

15) You require that the entire balance of my debt to you to be paid immediately upon my sale or transfer of ownership of the property that is the subject of this Mortgage.

**ENFORCEMENT OF YOUR RIGHTS**

16) If you do not exercise or enforce any of your rights under this Mortgage, the Note or under the law, you will still have all of those rights and you may exercise and enforce them in the future. Each of your rights under the Note and this Mortgage is separate. You may exercise and enforce one or more of those rights as well as any of your rights under the law one at a time or all at once.

**ACKNOWLEDGEMENT OF COPY**

17) I ACKNOWLEDGE THAT I HAVE RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

**LIEN**

18) Mortgagor will receive the advances secured by this Mortgage and will hold the right to receive the advances as a trust fund. The advances will be applied first for the purpose of paying the cost of improvement. Mortgagor will apply the advances first to the payment to the cost of improvement before using any part of the total of the advances for any other purpose.

The Mortgagor has signed this Mortgage as of the date at the top of the first page.

WITNESS

MORTGAGOR(S)

STATE OF NEW JERSEY)  
COUNTY OF BERGEN)

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally came, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that executed the same.  
Signed, sealed and delivered this document as his or her act and deed.

(NOTARY PUBLIC)

MORTGAGE

TO

HOME IMPROVEMENT PROGRAM  
OF THE COUNTY OF BERGEN  
A BODY POLITIC AND CORPORATE  
OF THE STATE OF NEW JERSEY

DATED: \_\_\_\_\_

RECORD AND RETURN TO:

Bergen County Home Improvement Program  
1 Bergen County Plaza - 4<sup>th</sup> Floor  
Hackensack, NJ 07601



APPENDIX A-9  
EXISTING AND PENDING DEVELOPMENT SITES –  
SUPPORTIVE DOCUMENTS

# 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 order for CTM to save the record.

## PART A - PROJECT HEADER

Municipality: Borough of Dumont County: Bergen

Project or Program Name: David P. Roche Apartments

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) 1983
- ☐ Deleted from Plan

(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)

## PART B - PROJECT DETAIL (Complete all applicable sections)

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

Project Address: 2 Aladdin Avenue

Project Block/Lot/Qualifier (list all) Block 1105, Lot 16

Project Acreage: 2.26 Density: 43.8 Set Aside: 100%

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

Project Sponsor Name: Housing Authority of Bergen County

Project Developer Name: Housing Authority of Bergen County

Planning Region: (check all that apply)

- ☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 5B
- ☐ Highland Preservation
- ☐ Highlands Planning Area
- ☐ Pineclands
- ☐ Meadowslands
- ☐ CAERA
- ☐ 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 Resolving 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: n/a

Condo Fee percentage (if applicable): n/a

Affordability Average Percentage: 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 \_\_\_\_\_  
 Municipal or RCA funds expended \_\_\_\_\_

**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 ☐ UHOPR  
☐ USDA-FHA Rural Development ☐ USDA-FHA - Section 515 ☐ Development Fees  
☐ Municipal Bond ☐ Municipal Funds ☐ Payment in Lieu ☐ Private Financing ☐ RCA  
☐ Capital Funding ☐ 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: \_\_\_\_\_ 1983

Length of Affordability Controls: (in years) \_\_\_\_\_ or \_\_\_\_\_ ☒ Perpetual

**Project Contacts (fill in all that apply)**

Administrative Agent: \_\_\_\_\_ Housing Authority of Bergen County  
 Property Manager: \_\_\_\_\_ Housing Authority of Bergen County  
 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 \_\_\_\_\_

**PART C - COUNTS**

**Affordable Unit Counts:**

Total non-age-restricted \_\_\_\_\_ 99 Sales \_\_\_\_\_ Rentals \_\_\_\_\_ 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 <sup>2</sup>	_____	_____	_____
35% of median income <sup>3</sup>	_____	_____	_____
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:**

	efficiency low	1 bedroom low	2 bedroom low	3 bedroom low
Sale units	_____	_____	_____	_____
	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 \_\_\_\_\_ 99  
 Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls \_\_\_\_\_ 0

<sup>2</sup> Pursuant to N.J.A.C. §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)  
<sup>3</sup> Pursuant to N.J.A.C. §90-26.3(i) 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	N/A	County	
RCA Receiving Municipality	N/A	County	
COAH approval date	N/A		
Number of units transferred	N/A	Cost per unit	
Total transfer amount	N/A	Amount transferred to date	N/A

**For Partnership Program**

Sending Municipality	N/A	County	
Partnership Receiving Municipality	N/A	County	
Name of Project	N/A		
Credits for Sending Municipality	N/A		
Total transfer amount	N/A	Amount transferred to date	N/A

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


**SUBURBAN TITLE & ABSTRACT, INC.**

18 RAILROAD AVE, SUITE 104

ROCHELLE PARK, NJ 07662

P 201.489.7985 F 201.489.3853

INFO@SUBURBANTITLE.COM

March 17, 2014

REFERENCE NO. STA-354

CLIENT: Gregg F. Pastier, Esq.

**PRESENT OWNER DEED SEARCH ONLY**

PREMISES: 2 Aladdin Ave, Borough of Dumont, County of Bergen, State of New Jersey  
TAX LOT: 16 BLOCK: 1105

TITLE VESTED IN: The Housing Authority of the County of Bergen by deed from the Borough of Dumont, dated 3/12/1981, recorded 3/12/1981 in Deed Book 6619 page 919 and more fully described therein - see copy attached.

FOR INFORMATION ONLY: See attached Deed Book 5613 page 120  
Recorded 2/9/1972.

**SUBJECT TO:**

- 1) Tax Search: Not ordered per applicant
- 2) Upper Court Judgments Search: Not ordered per applicant
- 3) Survey and Inspection
- 4) Title run in deeds only for Present Owner's Deed for the above captioned premises.

COUNTY INDEX DATE: 2/24/2014

This accommodation search follows your instructions. This is not a commitment for title insurance. It is expressly understood and agreed that Suburban Title & Abstract's liability for any claim, loss or damage resulting from errors and omissions, whether or not caused by Suburban Title & Abstract, Inc., shall be limited to the amount of \$100.00.

  
Richard C. Reana  
Suburban Title & Abstract, Inc.

816-612-918

Approved by: Stephen P. Sintis, Esq.

618-6159-111



The aforesaid description is encompassed as part of the premises set forth in this Deed and is partially included in that description.

RECEIVED  
972 FEB -9 AM 11:09

WHEREAS the same premises set forth in Ordinances passed by the Borough of Dunoon and the Borough of Borgefield and adapted pursuant to law.

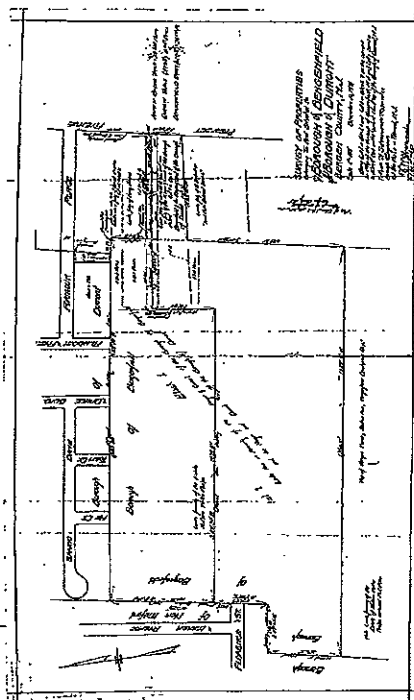
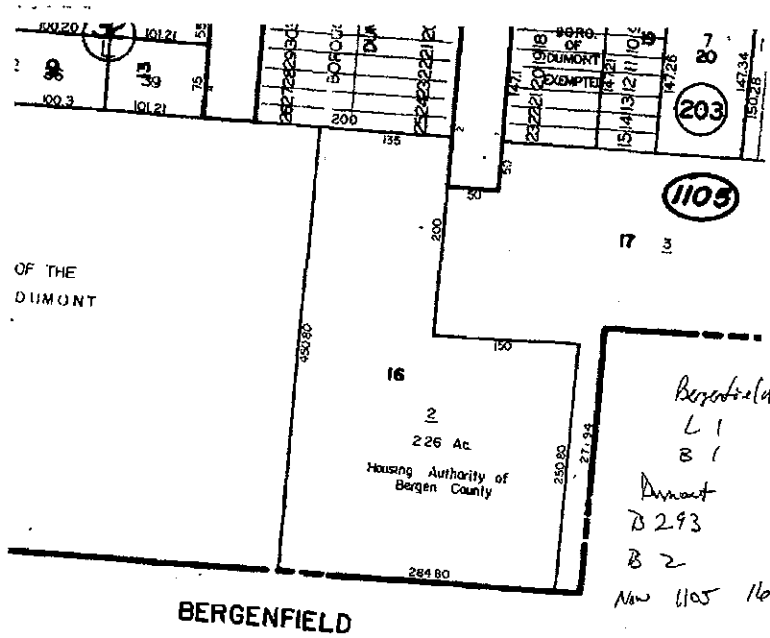
BOOK 5513 PAGE 121

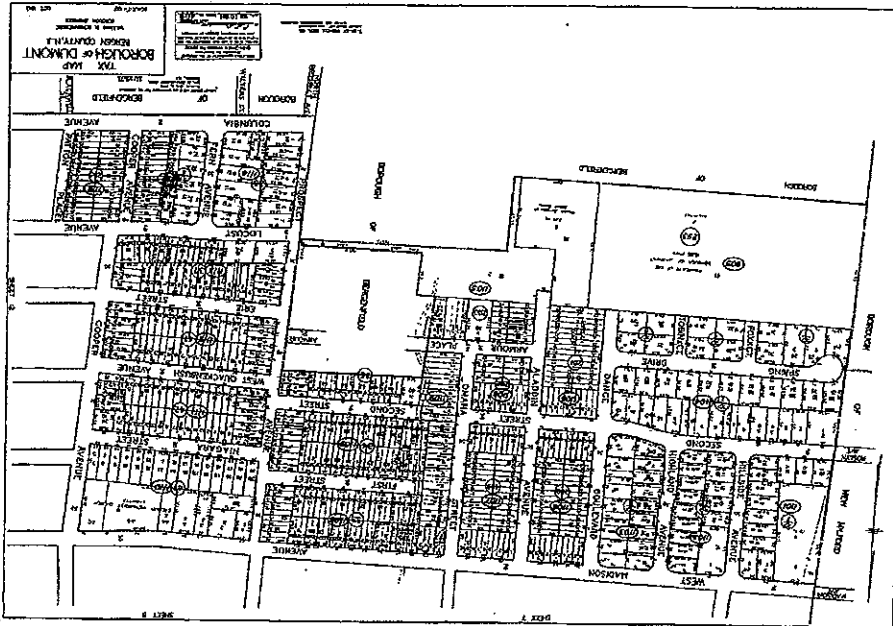


---

---

---





# 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: Bergen County Home Improvement Program

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

- ☒ Proposed/Zoned 2013-2018
- ☐ 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 ☐ 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)

## 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

**Bergen**

**Project or Program Name:** Bethesda Lutheran Communities (Services)

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)  
 Deleted from Plan

*(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 Control-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)

**PART B – PROJECT DETAIL** (Complete all applicable sections)

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

Project Address: 59 Sherwood Road

Block 410, Lot 9

Project Acgreage:	Density:	Set Aside:
11		100%

- Project Sponsor: (check one) ☐ Municipally Developed ☒ Nonprofit Developed ☐ Private Developer
- Project Sponsor Name: Bethesda Lutheran Services

**Project Developer Name:** Bethesda Lutheran Services

Planning Regions: (check all that apply)

- ☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 5B
- ☐ Highlands Preservation ☐ Highlands Playing Area ☐ Pinelands ☐ Meadowlands

Project Credit Type (check one)

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Prior-cycle (1980 - 1986) | <input checked="" type="checkbox"/> Post-1986 completed | <input type="checkbox"/> Proposed/Zoned | <input type="checkbox"/> Rehabilitation |
|--|---|---|---|

Project Credit Sub-Type: (if applicable)

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

- Construction Type: (check one)

Flags: (check all that apply)

- ☐ 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:	Number of market units completed:
0	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**

"Affordable 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 payments 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 ☐ Family Mae Multi-Family ☐ UDAG ☐ UHOPR  
☐ USDA-PHA Rural Development ☐ USDA-PHA - 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 \_\_\_\_\_ Private Capital

**Effective date of affordability controls:** \_\_\_\_\_

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

**Project Contacts: (fill in all that apply)**

Administrative Agent: \_\_\_\_\_  
 Property Manager: Linda Brinkman  
 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 \_\_\_\_\_

**PART C - COUNTS**

**Affordable Unit Counts:**

Total non-age-restricted \_\_\_\_\_ 4 Sales \_\_\_\_\_ Rentals \_\_\_\_\_ 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)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income <sup>2</sup>	4	_____
35% of median income <sup>3</sup>	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
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 \_\_\_\_\_ 4

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

<sup>2</sup> 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)  
<sup>3</sup> 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 55 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 \_\_\_\_\_ n/a \_\_\_\_\_ Amount transferred to date \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Municipality: Summit County: Bergen

Sponsor: NA Developer: James Leffers, Community

Block: 1 Lot: 1 Street Address: 25 Summit Road

Facility Name: NA

<b>Section 1: Type of Facility:</b> <input checked="" type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHS) <input type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other - Please Specify: _____		<b>Section 2: Sources and amount of funding committed to the project:</b> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> BMFA Special Needs Housing Trust Fund \$ _____ <input type="checkbox"/> HUD - Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____ <input type="checkbox"/> State Home Administration - Amount \$ _____ <input type="checkbox"/> Developmental Services - Amount \$ _____ <input type="checkbox"/> Bank financing - Amount \$ _____ <input checked="" type="checkbox"/> Other - Please specify: <u>Personal Capital</u> <input type="checkbox"/> For proposed projects, please submit a pro forma applicable <input type="checkbox"/> Municipal resolution commit finding, if <input type="checkbox"/> Award letter/financing commitment (proposed new construction project only)	
<b>Section 3: For all facilities other than permanent supportive housing:</b> Total # of bedrooms reserved for: Very low-income clients/households 4 Low-income clients/households _____ Moderate-income clients/households _____ Market-income clients/households _____		<b>Section 4: For permanent supportive housing:</b> Total # of units _____ including: # of very low-income units _____ # of low-income units _____ # of moderate-income units _____ # of market-income units _____	
<b>Section 5:</b> Length of Control: <u>9</u> years Effective Date of Control: <u>1/1/11</u> Expiration Date of Control: <u>1/1/20</u> Average Length of Stay: _____ months (transitional facilities only)		<b>Section 6:</b> CO Date: <u>1/1/11</u> For licensed facilities, indicate housing agency: <input checked="" type="checkbox"/> DHS <input type="checkbox"/> DMHS <input type="checkbox"/> DHS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date: <u>1/1/2003</u> Current License Date: <u>3/28/2013</u>	
<b>Section 7:</b> Has the project received project-based rental assistance? <u>Yes</u> <input checked="" type="checkbox"/> No <input type="checkbox"/> Length of commitment: _____ Other operating subsidy sources: _____ Is the subsidy renewable? <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Length of commitment: _____			
<b>Section 8:</b> The following verification is attached: <input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, BHA, HUD, UNAC deed restriction) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20-year minimum, no deed restriction required)			
<b>Section 9:</b> Residents 18 yrs or older? <u>Yes</u> <input checked="" type="checkbox"/> No <input type="checkbox"/> Population Served (describe): _____ Accessible (in accordance with NJ Barrier Free Standards)? <u>Yes</u> <input checked="" type="checkbox"/> No <input type="checkbox"/> Age-restricted? <u>Yes</u> <input checked="" type="checkbox"/> No <input type="checkbox"/>			

Revised Dec 2012



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

- ☒ DDD/DKUS/DHSS writings list  
☐ Alternative 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: Lisa Belkman 8/22/2013  
Project Administrator Date  
Certified by: Municipal Housing Liaison   
Date

## State of New Jersey DEPARTMENT OF HUMAN SERVICES

### Group Home LICENSE

This is to certify that 59 SHERWOOD RD

DUMONT

NJ 07628

Operated by

BETHESDA LUTHERAN COMMUNITIES

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

Individuals

for 4

(number)

effective to

3/31/2014  
(expiration date)

2/31/2013

Group Home

(type of residence)

from

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: Community Options, 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) 1998
- ☐ Deleted from Plan

(date approved by COAH)

Project Type: (check one)

- ☐ Accessory apartments
- ☐ Assisted Living Residence
- ☐ 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)

## 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) ☐ Municipality 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
- ☐ Meadowslands
- ☐ CAERA
- ☐ 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)
- ☒ New (includes reconstruction and conversions)
- ☐ Rehabilitation

Construction Type: (check one)

- ☒ 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: N/A

\* "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 ☐ UHOP  
☐ 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 \_\_\_\_\_

**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 <sup>2</sup>	<u>3</u>	_____
35% of median income <sup>3</sup>	_____	_____
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 \_\_\_\_\_

<sup>2</sup> Pursuant to NJAC §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 credit)  
<sup>3</sup> Pursuant to NJAC §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

For Approved Regional Contribution Agreements (RCA)

For Partnership Program

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

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

<sup>20</sup> New Jersey Is A Total Opportunity Employer +



5



License Number GH889

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)  
from 9/30/2013  
(date licensed)

for 3  
(number)  
effective to 9/30/2014  
(expiration date)

Jennifer Velez, Commissioner, Department of Human Services

Standard Affirmative Marketing Strategy (check all that apply):

☐ DDH DM-HSDHSS waiting list

☐ DDH DM-HSDHSS waiting list 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:

\_\_\_\_\_  
Date

Certified by:

\_\_\_\_\_  
Municipal Housing Liaison

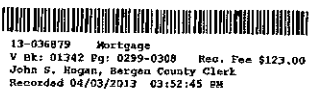
Date:

\_\_\_\_\_  
Date

#3. 98. 05/27/2017  
First American

10  
123

EXECUTION ORIGINAL  
(BERGEN)



1916535  
Record and return:  
FIRST AMERICAN TITLE  
P.O. Box 327  
Plainsboro, NJ 08536-0327  
Acct # 227

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

### 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, 4<sup>th</sup> Floor, Raritan Plaza II, 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 (as amended, restated, replaced, increased, extended and/or modified from time to time, the "Term Note") and 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 guarantees; all permits, licenses and approvals; and all insurance policies; (vii) all estates, rights, tenements,

#6986933.1(144987.047)

hereditaments, privileges, easements, and appurtenances of any kind benefitting 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 future 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.

#6986933.1(144987.047)

Mortgagee 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.** Mortgagee 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, Mortgagee 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, Mortgagee has not provided sufficient evidence of flood insurance, Bank is mandated under federal law to purchase flood insurance on behalf of Mortgagee, 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 Mortgagee 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 Mortgagee 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 Mortgagee.

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, Mortgagee 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 Mortgagee 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 Mortgagee'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 Mortgagee.

**Insurance Proceeds.** After occurrence of any loss to any of the Property, Mortgagee 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 Mortgagee hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Bank and not to Bank and Mortgagee jointly. Bank is hereby authorized by Mortgagee to make proof of loss if not promptly made by Mortgagee, settle, adjust or compromise any claims for loss or damage under any policy or policies of insurance and Mortgagee appoints Bank as its attorney-in-fact to receive and endorse any

#6586933.1(144987.047)

insurance proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied. Mortgagee shall pay the costs of collection, including reasonable attorneys' fees, of insurance proceeds payable on account of such damage or destruction. Mortgagee 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) Mortgagee. Nothing herein shall be deemed to excuse Mortgagee from restoring, repairing and maintaining the Property as required herein.

**Impositions; Escrow Deposit.** Mortgagee 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, Mortgagee 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 Mortgagee 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.** Mortgagee 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. Mortgagee 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. Mortgagee shall not allow changes in the stated use of Property from that disclosed to Bank at the time of execution hereof. Mortgagee 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.** Mortgagee shall keep and maintain the Property in good condition and repair to the reasonable satisfaction of Bank. Mortgagee 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. Mortgagee 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 Mortgagee receive any notice or other information regarding such Condemnation, Mortgagee 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 damages. All compensation, awards, and damages awarded to Mortgagee related to any Condemnation (the "Proceeds") are hereby assigned to Bank and Mortgagee 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. Mortgagee 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.** Mortgagee warrants and represents to Bank, except as reported by Mortgagee to Bank in writing, that: (i) Mortgagee has inspected and is familiar with the environmental condition of the Property; (ii) the Property and Mortgagee, 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

#6586933.1(144987.047)

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 Mortgagee's knowledge threatened which seeks to enforce any right or remedy against Mortgagee 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 Mortgagee shall assure compliance therewith.

Further, Mortgagee represents to Bank that no portion of the Property is a protected wetland. Mortgagee 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.

Mortgagee 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' fees, 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 Mortgagee in this Section being or becoming untrue in any material respect; (ii) Mortgagee's violation 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 Mortgagee. However, Mortgagee'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. Mortgagee'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 Mortgagee 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.** Mortgagee 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 Mortgagee. If requested by Bank, Mortgagee shall execute an engagement letter addressed to the appraiser selected by Bank. Mortgagee's failure or refusal to sign such an engagement letter, however, shall not impair Bank's right to obtain such an appraisal. Mortgagee 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.** Mortgagee shall pay and promptly discharge all liens, claims and encumbrances upon the Property. Mortgagee 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) Mortgagee first deposits with Bank a bond or other security satisfactory to Bank in such amounts as Bank shall reasonably require; and (iii) Mortgagee thereafter diligently proceeds to cause such lien, claim or encumbrance to be removed and discharged.

#6868932.1(14/06/047)

Bank shall be subrogated to any liens, claims and encumbrances against Mortgagee 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 Mortgagee's Rights.** To the fullest extent permitted by law, Mortgagee waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any apportionment 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 Mortgagee may do so, Mortgagee agrees that Mortgagee 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), appraisal, valuation, stay, extension or redemption, and Mortgagee 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, appraisal, 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. Mortgagee 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 Mortgagee 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.** Mortgagee 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 against Bank on account of or in connection with (i) the Loan Documents or any failure or alleged failure of Mortgagee 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 Mortgagee 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 Mortgagee (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 losses related to the Property. Nothing contained herein shall require Mortgagee 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 Mortgagee.** Without the prior written consent of Bank in each instance, Mortgagee shall not (i) sell, convey, transfer or encumber the Property, or

#6868933.1(14/06/047)

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 to cause to be transferred, 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 Mortgagee or any general partner or member of Mortgagee, 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 Mortgagee or any general partner or member of Mortgagee, 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 Mortgagee (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 Mortgagee 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 sweep 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 sweep 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 Mortgagee 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 the same 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, Mortgagee consents to the appointment of a receiver, and agrees that a receiver may be appointed without notice to Mortgagee, without regard to whether Mortgagee 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 Mortgagee 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.** Mortgagee 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

#6868933.1(144987.047)

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 accretions by Bank of any partial payment shall not constitute a waiver by Bank of any Default. (ii) Mortgagee represents that Mortgagee (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 Mortgagee, 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 Mortgagee if in writing and mailed or delivered to the address of Mortgagee 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, 4<sup>th</sup> 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 Mortgagee changes Mortgagee'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 (or itself and its affiliates)"; (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) Mortgagee 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 Mortgagee upon request.

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

Mortgagee

COMMUNITY OPTIONS, INC.,

By:  Name: ROBERT STACK  
Title: President

#6868933.1(144987.047)

State of New Jersey  
County of Middlesex

Acknowledgment

I certify that before me appeared this day Robert Stark, 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.

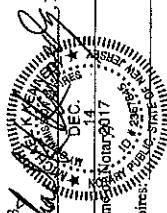
  
Notary Seal  
(Printed Name)  
My Commission Expires:

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 43.75 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: Art of Bergen and Passaic

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

- ☐ Proposed/Zoned
- ☐ 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
- ☐ 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 Supportive 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)

## 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: Art of Bergen and Passaic

Project Developer Name: Art of Bergen and Passaic

Planning Regions: (check all that apply)

- ☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6B
- ☐ Highland Preservation
- ☐ Highlands Planning Area
- ☐ Pinelands
- ☐ Meadowslands
- ☐ CAERA
- ☐ 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: N/A

\* "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 ☐ Family Mae Multi-Family ☐ UDAG ☐ UHOP  
☐ 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 ☐ ODD  
☐ DHSS ☐ DHHS ☐ HMEFA Low Income House Tax Credit ☐ HMEFA ☐ HMEFA 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 \_\_\_\_\_

**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 <sup>2</sup>	5	_____
35% of median income <sup>3</sup>	_____	_____
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	_____	_____	_____	_____
Rental units	efficiency low	1 bedroom low	2 bedroom low	3 bedroom low
efficiency mod	_____	_____	_____	_____
1 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 \_\_\_\_\_

<sup>2</sup> 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)  
<sup>3</sup> Pursuant to N.J.A.C. 5:90-26.3(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

**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 Dewey St  
 Facility Name: Dumont Supervised Apartments

**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**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Section 1: Type of Facility:</b> <input checked="" type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHS) <input type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other - Please Specify: _____	<b>Section 2: Sources and amount of funding committed to the project:</b> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> HOME Special Needs Housing Trust \$ _____ <input type="checkbox"/> Balanced Housing - Amount \$ _____ <input type="checkbox"/> HUD - Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____ <input type="checkbox"/> Partners Home Administration - Amount \$ _____ <input type="checkbox"/> Development fees - Amount \$ _____ <input type="checkbox"/> Bank financing - Amount \$ _____ <input type="checkbox"/> Other - Amount \$ _____ Program _____ <input type="checkbox"/> For proposed projects, please submit a pro forma applicable <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)
<b>Section 3: For all facilities other than permanent supportive housing:</b> Total # of bedrooms reserved for: Very low-income clients/households \$ _____ Low-income clients/households _____ Moderate-income clients/households _____ Market-income clients/households _____	<b>Section 4: For permanent supportive housing:</b> Total # of units _____ including: # of very low-income units _____ # of low-income units _____ # of moderate-income units _____ # of market-income units _____
<b>Section 5:</b> Length of Controls: _____ years Effective Date of Controls: _____ Expiration Date of Controls: _____ Average Length of Stay: _____ months (transitional facilities only)	<b>Section 6:</b> <input type="checkbox"/> CO Date: _____ For licensed facilities, indicate licensing agency: <input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date: _____ Current License Date: _____
<b>Section 7:</b> Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years Other operating subsidy sources: _____; Length of commitment: _____ years Is the subsidy renewable? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Section 8:</b> The following verification is attached: <input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, PHILB, UHAC deed restriction, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)	
<b>Section 9:</b> Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Population Served (describe): <u>IDD</u> Age-restricted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Section 10:</b> Affirmative Marketing Strategy (check all that apply): <input checked="" type="checkbox"/> DDID/DMHS/DHSS waiting list <input type="checkbox"/> 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: \_\_\_\_\_ Date \_\_\_\_\_  
 Project Administrator

Certified by: \_\_\_\_\_ Date \_\_\_\_\_  
 Municipal Housing Liaison



• New Jersey is An Equal Opportunity Employer •



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 eighty-eight 918, Lot Sixteen  
(16), on the tax map of said Borough, and having  
a street address of 261 Depeu St., Dumont, NJ 07628



License Number SA675

*State of New Jersey*  
**DEPARTMENT OF HUMAN SERVICES**  
**Supervised Apartment**  
**LICENSE**

This is to certify that 201 DEPEW ST  
APTS A & B

DUMONT

NJ 07028

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)  
from 4/30/2013  
(date issued)

for 5  
(number)  
effective to

Individuals  
4/30/2014  
(expiration date)

*[Signature]*

Jennifer Velez, Commissioner, Department of Human Services

Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid agreement of June 18, 1996, 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, 1996, 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, 1996, 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: [Signature] L.S.  
James E. Seath  
Executive Director

ATTEST: [Signature] L.S.  
Ralph Mastrangelo, Jr.  
Secretary

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 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 his name thereto as attesting witness.

Sworn to and subscribed before me, the date aforesaid.

[Signature]  
Prepared by: [Signature]  
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 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.s) issued)  
☐ Deleted from Plan  
2006  
 (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  
☐ Units constructed on-site ☐ Units constructed off-site ☐ Combination ☐ Growth Share Ordinance

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

If a Supportive 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)

### 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 ☐ 5 ☐ 5B  
☐ Highland Preservation ☐ Highlands Planning Area ☐ Plateaus ☐ Meadowslands  
☐ CA/PRA ☐ 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: N/A

\* "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 \_\_\_\_\_  
 Municipal or RCA funds expended \_\_\_\_\_

**Funding Sources (check all that apply)**

☐ County HOME ☐ County Rehab Funds ☐ CDBG ☐ Federal Home Loan Bank ☐ HUD ☐ HUD 202 ☐ HUD 236 ☐ HUD 811 ☐ HUD HOPE VI ☐ HUD HOME  
☐ Javik-Inney Funds ☐ Fannie Mae Multi-Family ☐ JUDAG ☐ UHOPR  
☐ USDA-FHA Rural Development ☐ USDA-FHA - Section 515 ☐ Development Fees ☐ Private Financing ☐ RCA  
☐ Municipal Bond ☐ Municipal Funds ☐ Payment in Lieu ☐ Capital Funding ☐ 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 Pnc 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 \_\_\_\_\_

**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 <sup>2</sup>	_____	_____
35% of median income <sup>3</sup>	_____ 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 \_\_\_\_\_

<sup>2</sup> 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 seeking units not eligible for Bonus Credit)  
<sup>3</sup> Pursuant to N.J.A.C. 5:90-26.3(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 \_\_\_\_\_  
 COAR 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

\_\_\_\_\_

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

Municipality: Camden County: Bergen  
 Sponsor: HUD Developer: Atlantic Housing Inc  
 Block: 88 Lot: 15 Street Address: 21 Vespa Avenue  
 Facility Name: Atlantic Supportive Housing II

<b>Section 1: Type of Facility:</b> <input type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHS) <input checked="" type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other - Please specify: _____	<b>Section 2: Sources and amount of funding committed to the project:</b> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> DHVA Special Needs Housing Trust Fund \$ _____ <input type="checkbox"/> Bonded Housing - Amount \$ _____ <input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____ <input type="checkbox"/> Federal Home Administration - Amount \$ _____ <input type="checkbox"/> Development fees - Amount \$ _____ <input type="checkbox"/> Back financing - Amount \$ _____ <input type="checkbox"/> Other - Please specify: _____ <input type="checkbox"/> For proposed projects, please submit a pro forma showing the reduction in commitment (proposed new construction projects only) <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)
<b>Section 3: For all facilities other than permanent supportive housing:</b> Total # of bedrooms reserved for: Very low-income clients/households _____ Low-income clients/households _____ Moderate-income clients/households _____ Market-income clients/households _____	<b>Section 4: For permanent supportive housing:</b> Total # of units: _____, including: - # of very low-income units _____ - # of low-income units _____ - # of moderate-income units _____ - # of market-income units _____
<b>Section 5:</b> Length of Controls: <u>40</u> years Effective Date of Controls: <u>1/1/11</u> Expiration Date of Controls: <u>1/1/51</u> Average Length of Stay: _____ months (traditional facilities only)	<b>Section 6:</b> CO Date: <u>3/19/06</u> For licensed facilities, indicate licensing agency: <input type="checkbox"/> DOH <input type="checkbox"/> DHS <input type="checkbox"/> DHS <input type="checkbox"/> DOH <input type="checkbox"/> DOH <input checked="" type="checkbox"/> Other: <u>State of New Jersey</u> Initial License Date: <u>1/1/11</u> Current License Date: <u>3/19/06</u>
<b>Section 7:</b> Has the project received project-based rental assistance? <u>Yes</u> <input checked="" type="checkbox"/> No <input type="checkbox"/> Other operating subsidy sources: <u>HUD</u> Is the subsidy renewable? <u>Yes</u> <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Section 8: The following verification is attached:</b> <input checked="" type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, VA, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)	
<b>Section 9:</b> Resident 18 yrs or older? <u>Yes</u> <input checked="" type="checkbox"/> No <input type="checkbox"/> Population Served (describe): <u>disabled mentally ill</u> Age-restricted? <u>Yes</u> <input checked="" type="checkbox"/> No <input type="checkbox"/> Accessible (in accordance with NJ Barrier Free Standards)? <u>Yes</u> <input checked="" type="checkbox"/> No <input type="checkbox"/>	

Revised Dec 2012



New Jersey is an Equal Opportunity Employer





Section 1E: Affirmative Marketing Strategy (check all that apply):

☐ DD/DMA/SP/MS waiting file

☐ 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: Manoel P. Barros Date: 12/12/15

Certified by: 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. Shughnessy, Jr.  
Robert J. Shughnessy, Jr.  
Deputy Attorney General

# TABLE OF CONTENTS

Section 1.	Definitions and Interpretation.....	1
Section 2.	Background and Purpose.....	3
Section 3.	Residential Rental Property.....	4
Section 4.	Low and Moderate Income Tenants.....	4
Section 5.	Additional Representations, Covenants and Warranties of the Owner.....	4
Section 6.	Covenants to Run With the Land.....	6
Section 7.	Term.....	7
Section 8.	Rehabilitation of Project.....	7
Section 9.	Insurance; Condemnation.....	7
Section 10.	Taxes or Payments in Lieu of Taxes.....	8
Section 11.	Liens.....	8
Section 12.	Encumbrances - Sale of the Project.....	9
Section 13.	Maintenance, Repair and Replacement.....	9
Section 14.	Advance Amortization Payments.....	9
Section 15.	Compliance with the Act and Agency Regulations.....	10
Section 16.	Use of Project - Leasing.....	10
Section 17.	Consideration for Lease.....	10
Section 18.	Security Deposit.....	10
Section 19.	Account for Project Revenues.....	10
Section 20.	Inspection of Premises.....	10
Section 21.	Books and Records.....	10
Section 22.	Management Contract.....	10
Section 23.	Prohibited Actions.....	11
Section 24.	Transfers of Ownership.....	11
Section 25.	Statutory Powers and Restrictions.....	11
Section 26.	Accounting in Event of Default; Estoppel.....	11
Section 27.	Financing Statements.....	11
Section 28.	Assignment by Agency.....	11
Section 29.	Defaults.....	12
Section 30.	Remedies.....	13
Section 31.	Expenses Due to Default.....	15
Section 32.	Burden and Benefit.....	15
Section 33.	Uniformity; Common Plan.....	15
Section 34.	Remedies; Enforceability.....	15
Section 35.	Amendments; Notices; Waivers.....	15
Section 36.	Severability.....	16
Section 37.	Successors and Assigns.....	16
Section 38.	Non-Recourse Loan.....	16
Section 39.	Counterparts.....	16
Section 40.	Disclaimer of Warranties, Liability; Indemnification/Defense.....	17

Section 41.	Recording.....	17
Section 42.	Governing Law.....	17
Section 43.	Further Requirements as to Advance Housing, Inc. ....	17
Section 44.	Equal Opportunity and Non-Discrimination.....	18
Section 45.	Owner's Default Under Financing Documents.....	18
Signatures.....		19

## Schedule A. Legal Description

Sheet 10707101

THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement"), made and entered into as of this 25 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  
Katherine A. Brennan

"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/NJHMF 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. Background and Purpose.** 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 the 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. Covenants to Run With the Land.** 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. Taxes or Payments in Lieu of Taxes.** 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 herefor 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 Mortgage and 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 unremedied 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 disposes 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 consistent 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  
Kevin Martone, President/CEO

LENDER:

NEW JERSEY HOUSING AND  
MORTGAGE FINANCE AGENCY

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

WITNESS/ATTEST

Katharine Tasch  
Katharine Tasch, Assistant Secretary

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 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 A. 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

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  
84 Virginia Avenue  
Dumont, NJ 07628

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

Department of Human Services  
Jennifer Velazquez, Commissioner

*[Signature]*



**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: Schmiedelburgh 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)  
☐ Deleted from Plan  
(date approved by COAH) 5/12/15

(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)

**PART B - PROJECT DETAIL (Complete all applicable sections)**

COAH Rules that apply to project: Round 1 Round 2 Round 3  
 Project Address: 9441 + 95E Schanzenburgh 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) ☒ Municipality Developed ☒ Nonprofit Developed ☐ Private Developer  
 Project Developer Name: Imani Service Housing C.P.

Planning Region: (check all that apply)  
☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5B ☐ 15 ☐ 15B  
☐ Highland Preservation ☐ Highlands Planning Area ☐ Pinelands ☐ Meadowslands  
☐ CAZRA ☐ 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 CDM)  
☒ 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 percentages: (if applicable) N/A  
 Affordability Average Percentage: 60%

<sup>1</sup> "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: 40  
 Number of affordable units created with payment: 40  
 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 ☒ SDBG ☐ Federal Home Loan Bank ☐ HODAG  
☐ HUD ☐ HUD 202 ☐ HUD 236 ☐ HUD 811 ☐ HUD HOPE VI ☐ HUD HOME  
☐ McKinney Funds ☐ Fannie Mae Main-Stream ☐ UDAG ☐ UHOPR  
☐ USDA-FHA Rural Development ☐ USDA-FHA - Section 515 ☒ Development Fee  
☐ 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 ☒ RMFA Low Income House Tax Credit ☐ RMFA ☐ RMFA HOME  
☐ MONI ☐ Section 8 ☐ Small Cities ☐ Other \_\_\_\_\_

Effective date of affordability controls: 5/1/13

Length of Affordability Controls: (in Years) 45 or Perpetual

Project Contacts: (fill in all that apply) N/A

Administrative Agent: \_\_\_\_\_

Property Manager: PENJAL

Rehab Program Administrator: N/A

Other: \_\_\_\_\_

**For Redevelopment Projects:**

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

If Yes:

# of dead 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: \_\_\_\_\_

# 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)

	Non-age restricted	Age-restricted
Low Income		
30% of median income <sup>2</sup>	_____	_____
35% of median income <sup>3</sup>	_____	_____
50% of median income	_____	_____
Moderate Income		
80% of median income	_____	<u>40</u>

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 or equal to 80 percent of median income

## Bedroom Distribution of Affordable Units:

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency med	_____	1 bedroom med	_____	2 bedroom med	_____	3 bedroom med	_____
Rental units	efficiency low	<u>40</u>	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency med	_____	1 bedroom med	_____	2 bedroom med	_____	3 bedroom med	_____

## 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

# 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

# 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)

	Non-age restricted	Age-restricted
Low Income		
30% of median income <sup>2</sup>	_____	_____
35% of median income <sup>3</sup>	_____	_____
50% of median income	_____	_____
Moderate Income		
80% of median income	_____	<u>40</u>

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 or equal to 80 percent of median income

## Bedroom Distribution of Affordable Units:

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency med	_____	1 bedroom med	_____	2 bedroom med	_____	3 bedroom med	_____
Rental units	efficiency low	<u>40</u>	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency med	_____	1 bedroom med	_____	2 bedroom med	_____	3 bedroom med	_____

## 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

<sup>2</sup> Pursuant to N.J.A.C. 59:27-3.7 units need 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)  
<sup>3</sup> Pursuant to N.J.A.C. 5:20-26.3(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

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 401 Washington Avenue, Dumont, New Jersey 07628, (hereinafter referred to as the "Grantor")

AND:  
PENNAF AFFORDABLE HOUSING CORPORATION, a non-profit corporation of the State of New Jersey, located at 401 Hackensack Avenue, Hackensack, New Jersey 07628 (hereinafter referred to as the "Grantee"). The word "Grantee" shall mean all Grantees listed above.

TRANSFER OF OWNERSHIP: The Grantor grants and conveys (transfer) title 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 121B, 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 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.

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 Secretary  
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 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, and I, who is the Secretary of the corporation, have 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.

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

Thomas A. Manno  
Thomas A. Manno

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



STATE OF NEW JERSEY

PARTIAL EXEMPTION

(P. 176, P. L. 1975)

8-15-72

To Be Returned With Deed Pursuant to s. 255 P.L. 1967, as amended by s. 255 P.L. 1967 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF BERGEN

FOR RECORDER'S USE ONLY

Consideration \$

Rankly Transfer Fee \$

Date

By

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

Depositor, JAMES T. DAVIS II, ESQ., being duly sworn according to law upon oath and deposes and says that he is the Attorney-in-Fact for the GRANTEE, PENWAL AFFORDABLE HOUSING CORPORATION, a non-profit corporation of the State of New Jersey,

in a deed dated August 30, 1974, made and delivered to him by the GRANTEE, PENWAL AFFORDABLE HOUSING CORPORATION, Block 1217, Lot No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 211

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

PENWAL AFFORDABLE HOUSING CORPORATION

ATTEST:

By: Eugene E. Walsh  
EUGENE E. WALSH  
Secretary

By: Laury Pensa  
LAURY Pensa  
President

STATE OF NEW JERSEY )  
COUNTY OF ESSEX ) ss:

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;  
(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 7, 1994.

Stephen R. Harris  
Stephen R. Harris  
Attorney at Law

# DEED

PENWAL AFFORDABLE HOUSING CORPORATION

Granor,

TO

DUMONT SENIOR HOUSING, L.P.

Grantee.

Dated: September 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\49193.1

**SCHEDULE "E"**

## TRACT I

MICHAEL J. NEGLIA

**DESCRIPTION**

FLAT OF LOTS 1 AND 2, BLOCK 1218 AND LOT 8, BLOCK 1217 AB SHOWN ON THE TAX MAP OF THE BOROUGH OF DEKENT, BERGEN COUNTY, NEW JERSEY, PROPERTY OF CENTRAL DORMANT ATTENDABLE MOVING AS ALSO SHOWN ON A SURVEY DATED JUNE 24, 1994, PREPARED BY RECORD ENGINEERING ASSOCIATED, LINDENHURST, NEW JERSEY.

beginning at the intersection of the northerly sideline of Durant Avenue and the westerly sideline of Brook Street and running

- (1) S 14°-12°-10° W, 250.02 feet along the said westerly sidewalk of the said street to the southerly sideline of Magnolia Avenue, thence
- (2) N 88°-42°-30° N, 89.14 feet along the westerly line of lot 3, thence along the above-maintained maps to the southerly line of lot 40, block 1177, thence
- (3) S 70°-58°-28' N, 60.00 feet along the northerly line of lot 10, block 1177, to the easterly line of lot 11, block 1177, thence
- (4) N 28°-14°-07' E, 110.26 feet along the easterly line of lot 11, block 1177, thence along the easterly line of property described in deed from Marshall to Schuchman, line 10, recorded in deed book 1159, page 521, thence
- (5) N 74°-13°-12' N, 59.45 feet along the said northerly line of property now or formerly of Schuchman aforementioned to a point bearing thence
- (6) N 14°-12°-00' E, 126.52 feet along the easterly sideline of Schuchmanburg Way (formerly Atlantic Avenue) to the southerly prolongation to an angle point bearing thence
- (7) N 75°-00°-00' N, 2.00 feet still along the said easterly sideline of Schuchmanburg Way to another angle point bearing thence
- (8) S 14°-12°-00' E, 100.00 feet still along the said southerly line of Schuchmanburg Way to the said southerly sideline of Duane Avenue, thence
- (9) S 75°-00°-00' E, 20.00 feet along the said southerly sideline of Duane Avenue, thence
- (10) S 75°-00°-00' E, 20.00 feet along the said southerly sideline and the point of beginning, westerly sideline of Brook Street

Contents 20,728.88 square feet

Prepared by:

Howard A. Lautenbacher, P.L.S.  
License Number 2762



ASSOCIATES

— **આચાર્યશ્રી મહાશય** —

CIVIL - MUNICIPAL - LAND SURVEYS

IN PAGE THREE. P.O. BOX 428 - LYNNHURST, NEW JERSEY 07035

JOSEPH E. NEGLIA, P.E., P.L.S., P.P.

008604 17

DESCRIPTION OF LOT 4, BLOCK 1217 AS BEING ON THE TAX MAP OF THE TOWN OF DONUT, BRIGGS COUNTY, NEW JERSEY, PROPERTY OF PIERCE THROUGH ATTORNEYS HOLDING AS ALSO BEING ON A SURVEY DATED JUNE 24, 1914, PREPARED BY NEGLIX ENGINEERING ASSOCIATES, LONGMEAD, NEW JERSEY.

beginning at the intersection of the southerly sidewalk of Dumont Avenue and the westerly sidewalk of Schmalemberg Way (formerly Atlantic Street) and running; thence

- (1) S 34°-11'-00" N, 101.20 feet along the said westerly sideline of Schmalenburgh Way to the northerly line of lot 3, Block 1127 as shown on the above-mentioned tax map; thence
- (2) N 75°-50'-00" W, 32.74 feet along the northerly line of lot 3, Block 1127 to an angle point therein; thence
- (3) N 20°-18'-50" E, 19.00 feet still along the northerly line of lot 3, Block 1127 to another angle point therein; thence
- (4) N 75°-50'-00" W, 98.78 feet still along the northerly line of lot 3, Block 1127 to the westerly line of lot 3, Block 1117 thence
- (5) N 16°-51'-00" E, 86.08 feet along the easterly line of lot 3, Block 1127 to the said southerly sideline of Dumont Avenue; thence
- (6) S 73°-39'-00" E, 104.08 feet along the said southerly sideline of Dumont Avenue to an angle point therein; thence
- (7) S 20°-18'-50" N, 3.05 feet still along the said southerly sideline of Dumont Avenue to another angle point therein; thence
- (8) S 73°-39'-00" E, 41.08 feet still along the said southerly sideline of Dumont Avenue to the point of approaching Schmalenburgh Way and the point of beginning.

CONTACT 11,675-26 SQUARE FOOT

Prepared by:

Howard A. Lautenbacher, P.I.S.  
License Number 22047

**SCHEDULE "A"**



**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: Donus  
 Project Developer Name: Donus

Planning Regions: (check all that apply)  
☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 4B ☐ 5 ☐ 5B  
☐ Highland Preservation ☐ Highlands Planning Area ☐ Parcels ☐ Meadowslands  
☐ 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 ☐ Directional Adjustment ☐ Conversion ☐ Court Project  
☐ Density Increase Granted ☐ Mediated Project ☐ Overlay Zone ☐ Result of Growth Share Ordinance  
☐ High Poverty Census Tract ☐ Joint Site ☐ Partnership Project ☐ RCA Resolving 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:<sup>1</sup>

<sup>1</sup>"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 ☐ COBG ☒ Federal Home Loan Bank ☐ HODAG  
☐ HUD ☒ HUD 202 ☐ HUD 236 ☐ HUD 811 ☐ HUD HOPE VI ☐ HUD HOME  
☐ McKinney Funds ☐ Family Mus Multi-Family ☐ UDAG ☐ UHOP  
☐ USDA-PHA Rural Development ☐ USDA-PHA - Section 515 ☐ Development Fees  
☐ Municipal Bond ☐ Municipal Funds ☐ Payment in Lieu ☐ Private Financing  
☐ Capital Funding ☐ Balanced Housing ☐ Balanced Housing - Home Express  
☐ DCA - Low Income House Tax Credit ☐ NPP ☐ DCA Shelter Support Services ☐ DDD  
☐ DHSS ☐ DRHS ☐ 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

## 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)

	Non-age restricted	Age-restricted
Low Income		
30% of median income <sup>2</sup>	_____	_____
35% of median income <sup>3</sup>	_____	_____
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

## 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

<sup>2</sup> 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)  
<sup>3</sup> 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

9001  
1653

Prepared by: Donald F. McCall, Esq.

**DEED**

This Deed is made on September 16, 2008.  
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.

6002-01 Filed > 2008-09-16  
Bergen County Clerk's Office  
Recorded 09/20/2008 14:23

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

whose post office address is 40 The Dorus Corp., 680 N. 7th Street, Newark, New Jersey, referred to as the Grantee. 07101

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

1. **Transfer of Ownership.** The Grantor grants and conveys (with all appurtenances and in full of all claims) to the Grantee, 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, 1974 and recorded April 20, 1974 in Deed Book 575 page 92.
2. Saint Mary's RC Church under deed from Leonard J. McCormack and Jessie E. McCormack, his wife dated September 18, 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, deceased dated October 25, 1927 and recorded November 9, 1927 in Deed Book 1541 page 10.

8K09618P6050

8K09618P6051

File Number 07-11-0225

**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 northeasterly 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, 85.72 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, 124.11 feet to a point in the southeasterly line of New Milford Avenue, County Route 125, variable width, as widened, 40.16 feet to a point; 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 257.84 feet, an arc distance of 101.33 feet, and a 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 25.62 feet, and a chord bearing South 21 degrees 45 minutes 48 seconds East, 25.62 feet to a point of tangency, and curve connecting said southeasterly line of New Milford Avenue with the Northeasterly 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, 1929 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, 1938 in Deed Book 1983 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 3228 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:

ST. MARY'S ROMAN CATHOLIC  
CHURCH OF DUMONT

By: Robert G. Laferrera Very Rev. Robert G. Laferrera  
Secretary

By: John E. Doran Rev/Mrgr. John E. Doran  
Vice President

STATE OF NEW JERSEY, COUNTY OF BERGEN

SS:

I CERTIFY that on September 24, 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;

8K 0 9 6 1 8 P 6 0 5 2

- (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/her 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.

Charles D. Mattingly

Notary Public, State of New Jersey

LEONARD A. MATTHEW  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 10/25/2011

RECORD AND RETURN TO:  
LAND TITLE AGENCY, INC. BART & OLSTEIN  
464 Valley Brook Avenue  
Lyndhurst, NJ 07071  
(201) 884-8844

07-LT-0235

955326 v1

8K 0 9 6 1 8 P 6 0 5 3



# 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) 2016

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

(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)

## 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 ☐ 5 ☐ 5B
- ☐ Highland Preservation
- ☐ Highlands Planning Area
- ☐ Pinelands
- ☐ Meadowlands
- ☐ CA/PRA
- ☐ 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)
- ☐ Conversion
- ☒ Rehabilitation
- ☐ 3.1 Phased
- ☐ Durational Adjustment
- ☐ Overlay Zone
- ☐ Result of Growth Share Ordinance
- ☐ Density Increase Granted
- ☐ Mediated Project
- ☐ Partnership Project
- ☐ RCA Receiving Project
- ☐ High Poverty Census Tract
- ☐ Off-Site
- ☐ 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: N/A

\* "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 ☐ HUDAG  
☐ HUD ☐ HUD 202 ☐ HUD 236 ☐ HUD 811 ☐ HUD HOPE VI ☐ HUD HOME  
☐ McKinney Funds ☐ Pannie Mae Multi-Family ☐ UDAG ☐ UHOPR  
☐ 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 \_\_\_\_\_

**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 <sup>2</sup>	_____	_____
35% of median income <sup>3</sup>	_____	_____
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
	_____	_____	_____	_____
Rental units	efficiency mod	1 bedroom mod	2 bedroom mod	3 bedroom mod
	_____	_____	_____	_____
	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

<sup>2</sup> 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)  
<sup>3</sup> Pursuant to N.J.A.C. 5:80-2.6 (U) 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

