Housing Element & Fair Share Plan

Borough of Dumont

September 12, 2016

Adopted by the Planning Board:

Endorsed by the Council:

MASER CONSULTING P.A.

Housing Element & Fair Share Plan

Borough of Dumont

Bergen County, New Jersey

Prepared by:

Darlene A. Green, P.P., AICP

NJ License # 33LI00611400

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The original of this report was signed and sealed in accordance with NJSA 45:14A-12.
MC Project # DUT-013A

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1) Introduction

According to the Fair Housing Act of 1985, a Housing Plan Element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate income housing.

On March 10, 2015, the Supreme Court ruled that the New Jersey Council on Affordable Housing (hereinafter "COAH") has failed to act and as a result, the Courts will be assuming jurisdiction over the Fair Housing Act. The Order divided municipalities into one of three categories – those that achieved Third Round Substantive Certification, those that filed or petitioned COAH and those that had never participated in the COAH process.

The Order permitted towns to file a Declaratory Judgment during a 30-day window (approximately June 8, 2015 – July 8, 2015) to alert the Court that the municipality wishes to comply with its constitutional mandate to provide affordable housing. Dumont was proactive and filed its Complaint for Declaratory Judgment on June 30, 2015.

However, Dumont was sued by Landmark Dumont, LLC in 2014 under the case entitled Landmark Dumont, LLC v. the Borough of Dumont, a Municipal Corporation in the State of New Jersey; the Mayor and Council of the Borough of Dumont; and the Planning Board of the Borough of Dumont (hereinafter "Landmark Case"), Docket No. BER-L-001297-14. The Governing Body settled the case in March of 2016, and as a result, the Borough is required to prepare certain documents. Judge William C. Meehan of the Superior Court has presided over both the Landmark Case as well as the Borough's Declaratory Judgment Action Case. Judge Meehan has instructed the Borough to prepare a Housing Element and Fair Share Plan (hereinafter "HEFSP") that addresses the Prior Round Obligation, which is the period of time between 1987 and 1999. This is the only obligation that is currently known as the Court has not yet made a decision on the obligation for Rehabilitation (also known as Present Need) or for Third Round (also known as Prospective Need).

As a result, this HEFSP is prepared utilizing the Prior Round Rules[1] as well as the guidance provided in the March 10, 2015 Supreme Court Order for the Prior Round Obligation, which spans the period between 1987 and 1999.

Affordable Housing Obligation

As noted in the previous section, the Borough is only being required to address its Prior Round Obligation in this report. As per the 2015 Supreme Court Order, towns were to use the prior Round Obligations published in 1993. Dumont was issued a 34-unit Prior Round Obligation in that rule set.

Municipal Summary

The Borough of Dumont is located in Bergen County and encompasses roughly two square miles. Dumont is suburban in character and has a small town feel. The Borough's "downtown" is centered at the intersection of Madison Avenue and Washington Avenue. The municipality is divided in half north to south by the CSX rail line, which is an active freight railroad. New Jersey Transit bus service connects the Borough to surrounding municipalities as well as New York City.

Dumont is surrounded by Haworth Borough, Demarest Borough, Cresskill Borough, Bergenfield Borough, New Milford Borough and Oradell Borough. Between 2000 and 2010, Dumont's population decreased slightly from

[1] N.J.A.C. 5:91 (Procedural) and N.J.A.C. 5:93(Substantive) Rules. They can be found at: http://www.nj.gov/dca/services/lps/hss/statsandregs/secondroundregs.html

17,503 to 17,479 residents.[2] Looking into the future, the North Jersey Transportation Planning Authority (hereinafter "NJTPA") projects that the Borough will grow to 19,440 residents by the year 2035.[3]

Borough Goal

It is the overall goal of the HEFSP, in combination with the Land Use Plan, to provide the planning context in which access to low and moderate income housing can be provided in accordance with the requirements of the Fair Housing Act and the laws of the State of New Jersey.

[2] www.census.gov

[3] http://www.njtpa.org/DataMap/Demog/Forecast/documents/2035DemographicForecastsbyMunicipality--FinalApprovedforWebsite20090824.pdf

HOUSING ELEMENT

2) Content of Housing Element

The Fair Housing Act requires that "the housing element be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate income housing". As per the Municipal Land Use Law (hereinafter "MLUL"), specifically N.J.S.A. 52:27D-310, a housing element must contain at least the following items:

- An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated;

- A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;

- An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;

- An analysis of the existing jobs and employment characteristics of the municipality, and a projection of the probable future jobs and employment characteristics of the municipality;

- A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its housing needs, including its fair share for low and moderate income housing; and

- A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

Additionally, the rules require the following items:

- A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot and block.

- The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites.

3) Dumont's Population Demographics

The population of Dumont increased between 1950 and 1970, but since that time has been decreasing. In 2000, the population was 17,503, which then decreased by 24 residents to 17,479 in 2010. The Borough's peak population was in 1970, when the municipality contained 20,155 residents as shown in the table on the following page.

Year	Population	Change	Percent
1940	7,556	---	---
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	9.8%
2010	17,479	-24	-0.1%

Source: DP-1 Profile of General Population and Housing Characteristics 2010

The NJTPA projects that the Borough will grow to 18,760 residents by the year 2040.[4] In order for that to occur, Dumont would need to gain 1,281 residents over the next 30 years, which translates to 43 new residents annually. A population of 19,440 residents is within reason; in fact it is 715 less residents than the Borough's 1970 peak population of 20,155. However, based on the Census data from 1960 through 2010, it is more likely that the municipality's population will be roughly 18,250 persons in 2040, which is the average of the six prior Censuses.

2000	17,503	---	---
2010	17,479	-24	-0.1%
2040	18,760	1,281	7.3%

Source: NJTPA Population Forecast by County and Municipality 2010-2040; DP-1: Profile of General Population and Housing Characteristics 2010 & 2000 Census

Age Distribution of Population

In 2010, 24.8 % of Dumont's population was under 20 years of age, while 15.5% of the population was 65 years or older. This represents a slight increase in the senior population from 2000 when persons 65 years or older composed 15.4% of the total population. Moreover, the percentage of the population aged 19 or younger has decreased since 2000, when the age group comprised 25.2% of the Borough's total population. See the table on the next page for details on Dumont's age distribution. Dumont's median age was 41.8 in 2010. Since the 2000 Census, the Borough's median age has increased from 38.4.

[4] http://www.njtpa.org/planning/plan-update-to-2040/plan2040draft_for_comment_appendices.aspx

Under 5 years	846	4.8%
5 to 9 years	1,071	6.1%
10 to 14 years	1,232	7.0%
15 to 19 years	1,191	6.8%
20 to 24 years	925	5.3%
25 to 34 yeors	1,815	10.4%
35 to 44 years	2,562	14.7%
45 to 54 years	3,016	17.3%
55 to 59 years	1,117	6.4%
60 to 64 years	999	5.7%
65 to 74 years	1,326	7.6%
75 to 84 years	1,000	5.7%
85 years and over	379	2.2%
Total	17,479	100.0%

Source: DP-1: Profile of General Population and Housing Characteristics 2010

Household Size & Type

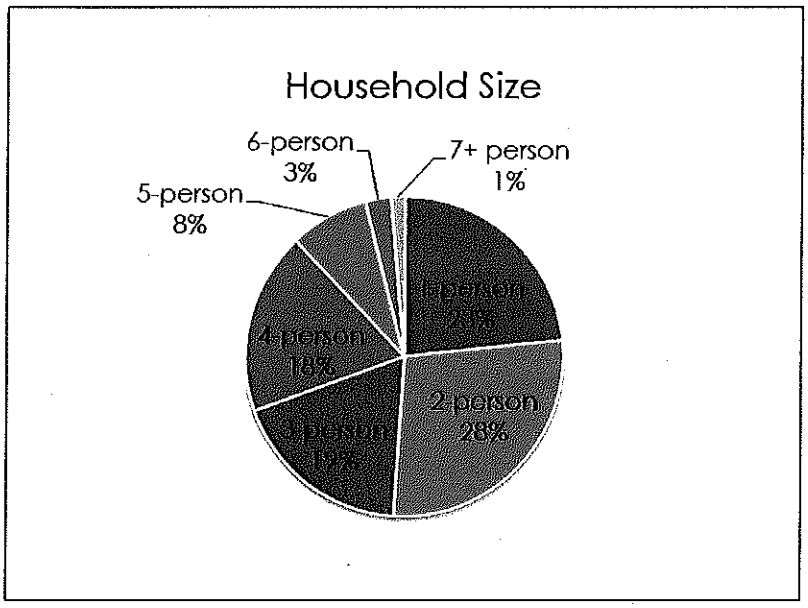
According to the 2010 Census, Dumont had a total of 1,685 or 26.5% non-family households. Non-family households include persons living alone or a householder who is not related to any of the other persons sharing their home. A total of 1,487 households or 23.4% of households within the Borough are composed of only one person. As for family households, they encompassed 73.5% of the households within the Borough in 2010. Surprisingly, only27.7% of husband-wife households within Dumont contained children under the age of 18. See the table below for additional details.

Husband-Wife Family	3,706	58.2%
with children under 18	1,764	27.7%
Male Householder, no wife	263	4.1%
Female Householder, no husband	710	11.2%
Non-family Households	1,685	26.5%
Male living alone	553	8.7%
Female living alone	934	14.7%
Total	6,364	100.0%

In 2010, the average household size in Dumont was 2.75 persons, while the average family size was 3.27 persons. As shown in the table below, the most common household size within Dumont Borough in 2010 was a two-person household, which totaled 27.7% or 1,760 households. Second most common were one-person households with 23.4% of all households. The "nuclear" four-person family only represented 18.4% of households within Dumont.

HOUSEHOLD SIZE		
Size	Total	Percent
1-person	1487	23.4%
2-person	1,760	27.7%
3-person	1176	18.5%
4-person	1171	18.4%
5-person	514	8.1%
6-person	166	2.6%
7+ person	90	1.4%
Total	6,364	100.0%

Source: B250009: Tenure by Household Size 2009-2013 American Community Survey 5-Year Estimates



Income & Poverty Status

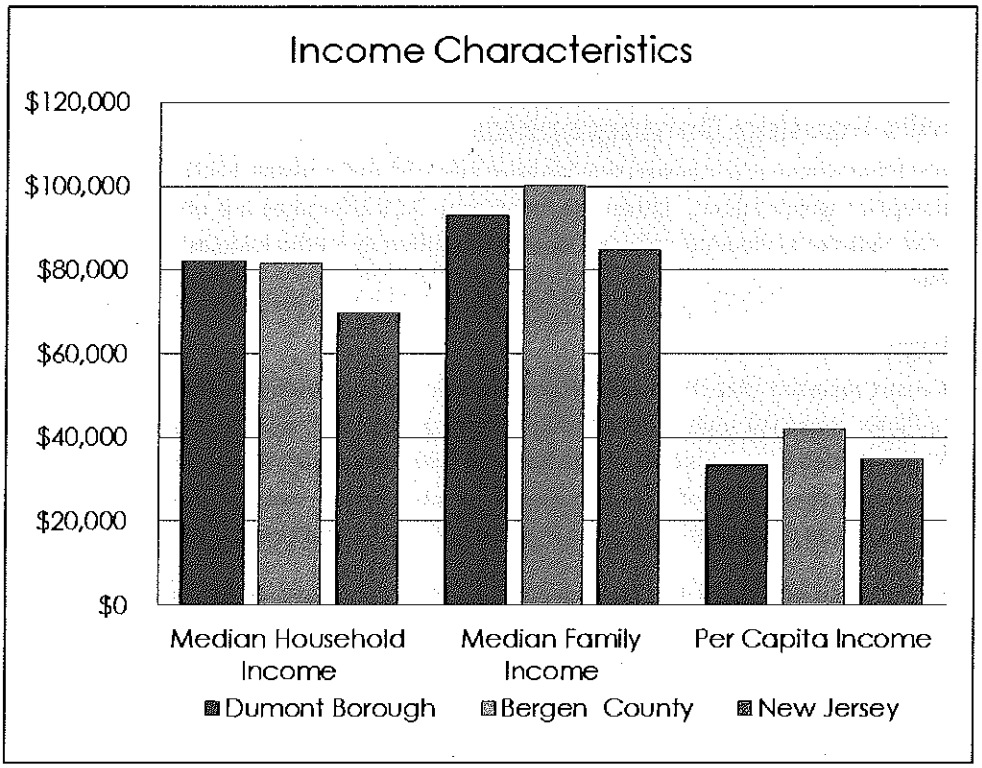
The 2010 Census data has not yet been released for income and poverty. Therefore, five-year American Community Survey (hereinafter "ACS") estimates had to be relied upon. The ACS data indicates that the median household income for Dumont was $82,286 in 2010. This is $578 higher than the median household income for Bergen County and $12,475 higher than the State's median household income. The Borough's median family income was roughly $7,000 less than the County's, but $8,000 more than the State's.

As for per capita income, Dumont's is estimated at $33,518. The County's per capita income is projected to be $42,006, while the State's is estimated to be $34,858.

Finally, in reviewing poverty status of both people and families, Dumont fairs much better than the County and State. The ACS estimates that Dumont had a people poverty status of 3.2% and a family poverty status of 2.5%. These percentages are roughly half that of the County and approximately a third of the State's poverty rate. See the table below for details.

Median Household Income	$82,286	$81,708	$69,811
Median Family Income	$93,125	$100,310	$84,904
Per Capita Income	$33,518	$42,006	$34,858
Poverty Status (Percent of People)	3.2%	7.2%	6.7%
Poverty Status (Percent of Families)	2.5%	5.6%	9.1%

Source: DP03: Selected Economic Characteristics 2006-2010 American Community Survey 5-Year Estimates



Dumont's household income data is sourced from the ACS five-year estimates. Over 1,200 households (20.4%) had an income between $75,000 and $99,999 in 2010. A total of 1,129 households (18.4%) had an income of $100,000 to $149,999. Slightly more than a quarter of households within Dumont (25.2%) had an income less than $49,999 in 2010 as shown in the table on page 10.

Less than $10,000	263	4.3%	13,533	4.1%	167,356	5.3%
$10,000 to $14,999	146	2.4%	10,627	3.2%	126,043	4.0%
$15,000 to $24,999	334	5.4%	22,312	6.7%	251,596	7.9%
$25,000 to $34,999	437	7.1%	21,850	6.5%	250,896	7.9%
$35,000 to $49,999	370	6.0%	31,782	9.5%	354,166	11.2%
$50,000 to $74,999	1,113	18.1%	53,497	16.0%	537,687	16.9%
$75,000 to $99,999	1,253	20.4%	44,819	13.4%	428,486	13.5%
$100,000 to $149,999	1,129	18.4%	62,133	18.6%	548,970	17.3%
$150,000 to $199,999	679	11.0%	32,815	9.8%	248,860	7.8%
$200,000 or more	423	6.9%	40,506	12.1%	262,009	8.2%
Total	6,147	100.0%	333,874	100.0%	3,176,069	100.0%

Source: DP03: Selected Economic Characteristics 2006-2010 American Community Survey 5-Year Estimates

4) Dumont's Housing Demographics

It should be noted that where 2010 Census data has been released and is readily available, it has been used in the housing demographics which follow. Otherwise, 2006-2010 ACS Estimates are utilized. Note that marginal differences in the number of housing units are due to the differing methodologies of the ACS Estimates and Decennial Census.

Housing Type

In 2000, the Census reported that there were 6,542 dwelling units in Dumont. The Borough's housing stock includes single-family detached units, single-family attached units and multi-family dwellings. Single-family detached dwellings totaled 4,632 or 71.6% of the Borough's housing stock. Single-family attached houses (e.g. townhomes) composed 139 or 2.3% of Dumont's housing stock in 2000. Two unit dwellings comprised 10.9% of the housing stock, while 20 or more unit buildings (e.g. David F. Roche Apartments) totaled 7.8%.

According to the five-year ACS estimates, Dumont contained 6,311 housing units in 2010. Single-family detached homes still comprised the overwhelming majority of the housing stock (71.4%), while two unit dwellings and 20 or more unit buildings tied for second highest at 9.1%. See the table on the following page for details.

HOUSING TYPE BY UNITS IN STRUCTURE		
Unit Type	Number of Units	Percent
1, Detached	4,509	71.4%
1, Attached	147	2.3%
2	576	9.1%
3 or 4	81	1.3%
5 to 9	146	2.3%
10 to 19	278	4.4%
20 or more	574	9.1%
Mobile Home	0	0.0%
Other	0	0.0%
Total	6,311	100.0%

Source: DP04: Selected Housing Characteristics 2006-2010 American Community Survey 5-Year Estimates

Of the estimated 6,311 units in 2010, 203 or 3.2% of the housing stock is affordable. This includes the following developments:

- David F. Roche Apartments – 99 units
- Bethesda Lutheran Services Group Home – 4 bedrooms
- Community Options Group Home – 3 bedrooms
- ARC Group Home – 5 bedrooms
- Advance Housing – 3 bedrooms
- St. Mary's Senior Residence – 49 units
- Schraalenburgh Senior Housing – 40 units

Occupancy Status

In 2010 the Borough's housing vacancy rate was 2.7%, which was almost half of the County's vacancy rate of 4.7%. As the table on page 12 shows, the majority of the vacancies were dwellings for rent, at 65 units. Houses for sale totaled 32 units or 0.5% of the Borough's dwellings. Of the housing units within Dumont, 73.0% were owner occupied, while 27.0% were renter occupied.

The 2010 average household size in Dumont was 2.75 persons, while the average family size was 3.27 persons. Comparing tenure, the average owner occupied household size was 3.00 persons in 2010, while the average renter occupied household size was only 2.07 persons.

OCCUPANCY STATUS		
Occupied Total	6,147	97.2%
Owner Occupied	4,368	71.1%
Renter Occupied	1,779	28.9%
Vacant Total	178	2.8%
For rent	*65*	*36.5%*
Rented, not occupied	*5*	*2.8%*
For Sale	*32*	*18.0%*
Sold, not occupied	*7*	*3.9%*
Seasonal	*12*	*6.7%*
Other	*57*	*32.0%*
Total	6,325	100.0%

Source: QT-H1: General Housing Characteristics: 2010 Census Summary File

and

DP04: Selected Housing Characteristics 2009-2013 American Community Survey 5-Year Estimates

Value & Rent of Housing Stock

Census 2010 data for value and rent of housing stock has yet to be released; therefore, five-year ACS estimates have been utilized. The median home value in 2010 was estimated to be $399,500 for the Borough. This value has an estimated margin of error of +/- $12,515, which means that median value within Dumont for 2010 could range from $386,985 to $412,015.

Of Dumont's 4,368 estimated owner occupied housing units, the majority (74.2%) are valued between $300,000 and $499,999. A total of 648 homes or 14.8% of the total are approximated to be valued between $500,000 and $999,999. According to the ACS, roughly 40 homes or 0.9% of the housing stock is valued over a million dollars.

VALUE OF OWNER OCCUPIED UNITS		
Value	Number of Units	Percent
Less than $199,999	166	3.8%
$200,000 to $299,999	271	6.2%
$300,000 to $499,999	3,243	74.2%
$500,000 to $999,999	648	14.8%
$1,000,000 or more	40	0.9%
Total	4,368	100.0%

Source: DP04: Selected Housing Characteristics 2009-2013 American Community Survey 5-Year Estimates

The 2010 median estimated rent for the Borough is $1,194. The majority, 999 or 56.2%, of the Borough's rental units rented between $1,000 and $1,499 a month in 2010. A total of 251 units (14.1%) charged $1,500 to $1,999 monthly. Surprisingly, 50 or 2.8% of rentals paid no cash rent in Dumont.

Less than $1,000	328	18.4%
$1,000 to $1,499	999	56.2%
$1,500 or more	402	22.6%
No cash rent	50	2.8%
Total	1,779	100.0%
Median (in dollars)	$1,194	

Source: DP04: Selected Housing Characteristics 2009-2013 American Community Survey 5-Year Estimates

Condition of Housing Stock

The Census does not classify housing units as standard or substandard, but it can provide an estimate of the substandard housing units that are occupied by low and moderate income households. The Appellate Division upheld COAH's use of three indicators to determine substandard housing in the State. Those three indicators are houses more than 50 years old, which are overcrowded with more than one person per room. The second indicator is homes lacking complete plumbing and the third indicator are homes lacking kitchen facilities.

The ACS estimates that there are zero homes that lack complete plumbing facilities and zero homes that lack complete kitchens.[5]

Lack of complete plumbing	0	0.0%
Lack of complete kitchen	0	0.0%
Total Occupied Units	6,349	

Source: DP04: Selected Housing Characteristics 2010-2014 American Community Survey 5-Year Estimates

Housing with 1.01 or more persons per room is an index of overcrowding. In 2014, the Borough contained an estimated 6,349 occupied units. The majority (98.7%) of occupied housing units had 1.0 occupants per room or less according to the ACS data. According to the table below, a total of 83 or 1.3% of housing in Dumont has 1.01 or more persons per room and may be considered overcrowded as shown in the table on page 14.

[5] This does not account for overlapping homes i.e. homes lacking more than one facility/service.

1.00 or less	6,266	98.7%
1.01 to 1.50	83	1.3%
1.51 or more	0	0.0%
Total	6,349	100.0%

Source: DP04: Selected Housing Characteristics 2010-2014 American Community Survey 5-Year Estimates

The table below depicts the ACS five-year estimates for the age of the housing stock within Dumont in 2014. Approximately 73.6% or 4,650 housing units were built before 1960. Dumont's housing boom occurred between 1940 and 1970, when the Borough constructed over a 1,000 units per decade. Since 1970, the rate at which new housing has been built has decreased significantly. In fact, between 2000 and 2009 only 18 homes were constructed.

1939 or earlier	1,359	21.5%
1940 to 1949	1,294	20.5%
1950 to 1959	1,997	31.6%
1960 to 1969	1,005	15.9%
1970 to 1979	322	5.1%
1980 to 1989	140	2.2%
1990 to 1999	155	2.5%
2000 to 2009	18	0.3%
2010 or later	21	0.3%
Total	6,311	100.0%

Source: US Census Bureau 2010 ACS 5-Year Est., DP-04 Selected Housing Characteristics

5) Dumont's Employment Demographics

Many changes have occurred in the economy between the 2000 and 2010 Census. The stock market crash in 2008 led to many companies either failing or laying off hundreds of workers. Unfortunately, little data regarding employment has been released for the 2010 Census; therefore, five-year ACS estimates had to be relied upon. Other sources are cited where the information is available.

According to the ACS Estimates, Dumont had 9,714 residents in the labor force. Of those 16 years and older, 9,108 persons were employed. A total of 606 persons were not employed. The unemployment rate of Dumont was 2.4% higher than Bergen County in 2010. See the table on the following page for information.

In Labor Force	9,714	69.6%
Civilian Labor Force	9,714	69.6%
Employed	9,108	65.3%
Unemployed	606	4.3%
Armed Forces	0	0.0%
Not In Labor Force	4,237	30.4%

Source: 2006-2010 ACS 5-Year Estimates.

Occupational Characteristics

In 2010, the ACS estimates that 37.5% of the Borough's residents were employed in management, professional, science or arts occupations. Over 1,200 residents are approximated to be employed in the service industry. More than 32.0% of those employed are in sales and office professions. Around 9% of residents are employed in the natural resources, construction or maintenance field.

Management, professional, and related	3,416	37.5%	202,204	45.2%
Service	1,278	14.0%	55,654	12.4%
Sales and office	2,927	32.1%	126,681	28.3%
Natural resources, construction, and maintenance	826	9.1%	28,851	6.4%
Production, transportation, and material moving	661	7.3%	34,434	7.7%
Total	9,108	100.0%	447,824	100.0%

Source: DP03: Selected Economic Characteristics 2009-2013 American Community Survey 5-Year Estimates

Class of Worker

As the 2010 Census data has yet to be released for this category, five-year ACS estimates were relied upon. The majority of workers within the Borough were private wage and salary workers in 2010. Over 7,400 or 81.6% of those employed over age 16 fell into this category. Approximately 13.3% of workers were government employees and 383 or 3.9% were self-employed. The ACS estimates that no one within the Borough was an unpaid family worker in 2010 as shown in the table on page 16.

Private wage and salary workers	7,429	76.5%
Government workers	1,296	13.3%
Self-employed workers	383	3.9%
Unpaid family workers	0	0.0%
Total employed residents	9,108	93.8%
Total unemployed residents	606	6.2%
Total residents in workforce	9,714	100.0%

Source: DP03: Selected Economic Characteristics 2006-2010 American Community Survey 5-Year Estimates

Employment Projections

The NJTPA estimates that employment within the Borough will grow to 2,960 by 2040.[6] However, prior NJTPA projections (which projected from 2000 to 2030) estimated that the Borough would have 2,890 employees within the municipality by 2030. The newer projections, which estimate employment in the year 2040, have been reduced to more accurately reflect the current economy.

2010	1,920	---	---
2040	2,960	1,040	54.2%

Source: NJTPA Employment Forecast by County and Municipality 2010-2040

In-Place Employment By Industry

New Jersey's Department of Labor and Workforce Development is the entity that reports on employment and wages within the state of New Jersey. The latest municipal-level report was completed in 2014. As the table on page 17 shows, the data illustrates employment for each quarter of 2014 as well as the average employment for the particular industry during the year. Additionally, the average number of establishments is shown in the final column. According to the data, there were 1,328 private sector jobs within the Borough, which were provided by an average of 277 employers. The retail trade industry had the largest average employment with 247 jobs. Construction ranked second with an average of 204 jobs, followed by the accommodations/food sector with 192 jobs on average. The local government education sector provided an average of 1,056 jobs within the Borough in 2014. See the table on page 17 for data on each industry sector.

[6] http://www.njtpa.org/DataMap/Demog/Forecast/documents/2035DemographicForecastsbyMunicipality--FinalApprovedforWebsite20090824.pdf

Construction	46	15.6%	204	8.6%	$53,479
Manufacturing	0	-	0	-	-
Wholesale Trade	0	-	0	-	-
Retail Trade	21	7.1%	247	10.4%	$25,419
Transp/Warehousing	6	2.0%	32	1.3%	$30,125
Information	0	-	0	-	-
Finance/Insurance	18	6.1%	64	2.7%	$38,252
Real Estate	9	3.1%	12	0.5%	$39,991
Professional/Technical	25	8.5%	98	4.1%	$41,419
Admin/Waste Remediation	25	8.5%	100	4.2%	$27,542
Education	6	2.2%	52	2.2%	$12,969
Health/Social	30	10.2%	178	7.5%	$42,139
Arts/Entertainment	0	-	0	-	-
Accomodations/Food	32	10.9%	192	8.1%	$17,334
Other Services	40	13.6%	121	5.1%	$23,122
Unclassifieds	19	6.5%	28	1.2%	$32,000
Private Sector Total	277	94.2%	1,328	55.7%	$33,114
Local Govt Totals	9	52.9%	589	55.8%	$60,221
Local Govt Education	7	41.2%	442	41.9%	$60,030
Federal Govt Totals	1	5.9%	25	2.4%	$58,146
Local Govt Total	17	100.0%	1,056	100.0%	$60,221

Source: NJ Department of Labor and Workforce Development, Employment and Wages, 2014 Annual Report

Travel Time to Work

The mean commute time among Dumont residents in 2000 was 30.7 minutes. In 2010, the majority of Dumont workers (58.3%) spent less than a half hour traveling to work. Those spending between a half hour and 45 minutes commuting to work comprise 17.8% of Dumont's workers, whereas those spending 45 minutes or more comprise 24% of workers. See the table on the next page for details.

COMMUTE TIME		
Travel Time (in minutes)	Number of Workers	Percent
Less than 5	84	1.0%
5 to 9	782	9.0%
10 to 14	1,170	13.5%
15 to 19	997	11.5%
20 to 24	1,453	16.7%
25 to 29	569	6.6%
30 to 34	1,121	12.9%
35 to 39	112	1.3%
40 to 44	310	3.6%
45 to 59	808	9.3%
60 to 89	760	8.8%
90 or more	513	5.9%
Total	8,679	100.0%

Source: 2010 American Community Survey 5-year Estimates: Table B08303

6) Projection of Housing Stock

As per the MLUL, specifically N.J.S.A 53:27D-310, a housing element must contain a projection of the municipality's housing stock, including the probable future construction of low and moderate income housing for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands.

The Department of Community Affairs' Division of Codes and Standards website provides data on Certificates of Occupancy and demolition permits for both residential and non-residential development. Within the Division of Codes and Standards website is the New Jersey Construction Reporter, which contains building permit, certificate of occupancy and demolition data that is submitted by the municipal construction officials within the state each month. The New Jersey Construction Reporter has information dating back to 2000, which can be used to show Dumont's historic development trends.

As shown in the table on the following page, 37 new homes were built between 2000 and 2015. A common trend in the Borough is the demolition of older, smaller homes, which are being replaced by larger, modern houses. Additionally, there are a number of lots that were oversized, where developers applied for a minor subdivision to demolish the existing home and build two new ones. According to the Construction Reporter a total of 132 homes were demolished during the same time period, which results in a net decrease of 95 homes. However, the Borough questions the 70 demolitions that were completed in 2007 as the Borough is not aware of 70 homes demolished that year or for any year during the last decade.

HISTORIC TREND OF RESIDENTIAL CERTIFICATES OF OCCUPANCY & DEMOLITION PERMITS																	
	'00	'01	'02	'03	'04	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14	'15	Total
COs Issued	8	9	5	12	0	0	1	0	1	0	0	1	0	0	0	0	37
Demolitions	0	1	8	8	14	10	9	70	12	0	0	0	0	0	0	0	132
Net Development	8	8	-3	4	-14	-10	-8	-70	-11	0	0	1	0	0	0	0	-95

Source: "New Jersey Construction Reporter" - New Jersey Department of Community Affairs.

Projecting into the future, the Borough presently has two homes that have been approved, with permits issued and the homes are under construction. Furthermore, there are a few approved applications, which will generate 10 residential units. Projected development was based on historic development patterns as shown in the previous table. The Borough anticipates issuing 175 new Certificates of Occupancy between now and the end of the Third Round in 2025.

PROJECTED DEVELOPMENT PATTERN												
	'16	'17	'18	'19	'20	'21	'22	'23	'24	'25	Total
COs Already Issued	3										3
Approved Developments, Permits Issued											
Single-Family Homes	2										2
Approved Development											
Single-Family Homes			4								4
Apartments				6							6
Pending Applications											
											0
Projected Development			46	48	30	3	2	4	3	2	140
Total	5	0	50	48	30	3	2	4	3	2	155

Of the units in the previous table, the Borough anticipates that 22 units will be affordable as shown in the table below.

PROJECTION OF AFFORDABLE UNITS											
	'16	'17	'18	'19	'20	'21	'22	'23	'24	'25	Total
Landmark Dumont, LLC				11	11						22
Total	0	0	0	11	11	0	0	0	0	0	22

7) Capacity for Fair Share

This chapter of the HEFSP provides the following information as required by the rules:

- The Borough's capacity to accommodate its housing needs.
- A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing.
- Lands of developers who have expressed a commitment to provide low and moderate income housing.
- The location and capacities of existing and proposed water and sewer lines and facilities relevant to the proposed affordable housing sites.

Land Capacity

Dumont's capacity to accommodate its present and prospective affordable housing need is determined by three components – available land, water capacity and sewer capacity. Note that land development is limited by flood plains, easements (conservation, sewer, water, etc.), parcel size and municipal regulations.

Utility Capacity

United Water provides the Borough's water and Bergen County Utilities Authority provides Dumont's sanitary sewer service. There are currently no capacity issues with either water or sewer.[7]

Appropriate Locations for Affordable Housing

Land that is most appropriate for the construction of low and moderate income housing includes the following:

- Block 212, Lot 20 known as 546 Washington Avenue
- Block 215, Lot 1 known as 511 Washington Avenue

The plan for these properties is detailed in Chapter 11.

Potential Affordable Housing Developers

Developers who have expressed an interest in affordable housing includes the Pulte Group, who sent a letter to the Borough dated January 22, 2016 asking to be added to the service list. The Pulte Group did not propose a site or location for affordable housing. Therefore, the Borough is unable to evaluate the proposal.

Avalon Bay Communities, Inc. submitted a letter to the Borough on June 4, 2015. The letter states that Avalon Bay is interested in constructing an inclusionary development within the Borough, but does not mention a site or provide any specific information. Therefore, the Borough is unable to evaluate the proposal.

Additionally, Landmark Dumont, LLC has expressed an interest to build affordable units. The Borough has recently agreed to permit Landmark Dumont, LLC to construct 146 units on two properties. These parcels are Block 212, Lot 20 and Block 215, Lot 1. Twenty-two of the units will be affordable. The plan for these properties is detailed in Chapter 11.

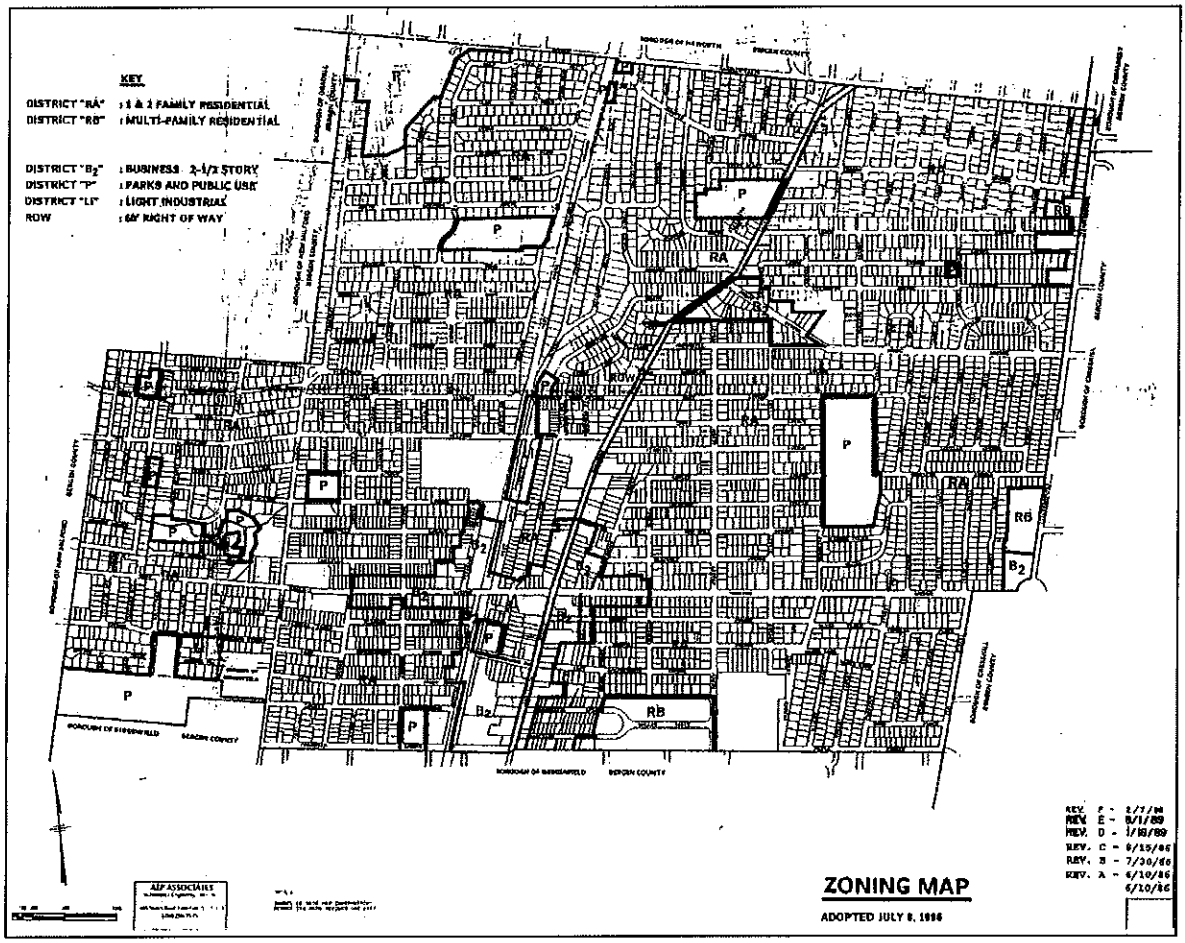
[7] Email dated July 29, 2013 from Dumont Borough Clerk.

Anticipated Development Patterns

Anticipated land use patterns within the Borough of Dumont will most likely follow the established zoning map (shown below). The overwhelming majority of the Borough is zoned RA, which permits one- and two-family homes on lots of 7,500 and 15,000 square feet, respectively. There are three RB Zones within the Borough, which permit multi-family residential development at a maximum of 15 units per acre. The B2 Zone permits retail stores, banks, offices, restaurants, shopping centers and multi-family dwellings. Finally, the LI Zone permits offices, manufacturing, assembling, wholesale distribution centers, warehouses and repair garages.

The anticipated demand for the types of uses permitted by the zoning based on present and anticipated future demographic characteristics will be the continued demolitions of single-family homes, subdivision of the property into two lots and the construction of single-family homes. Due to the limited vacant land, the majority of new development will be in the form of redevelopment, whereby one use is torn down and replaced with a different use. Older retail uses are likely to be demolished and replaced with more modern structures.

The only change to the land use pattern identified by the zoning map will be the creation of a redevelopment plan that will permit multi-family inclusionary housing on Block 212, Lot 20 known as 546 Washington Avenue and Block 215, Lot 1 known as 511 Washington Avenue. This topic is discussed in greater detail in Chapter 11.



FAIR SHARE PLAN

8) Fair Share Plan

Content of Fair Share Plan

The Fair Share Plan contains the following information:

- Description of existing credits intended to satisfy the obligation;
- Description of mechanisms that will be used to meet any outstanding obligation; and
- An implementation schedule that sets forth a detailed timetable for units to be provided.

In adopting its housing element, a municipality may provide for its fair share of low and moderate income housing by means of any technique or combination of techniques that provide a realistic opportunity for the provision of the fair share. As per N.J.A.C. 5:93, these potential techniques include but are not limited to:

- Rehabilitation of existing substandard housing units;
- Elderly Cottage Housing Opportunity units (as a Rehabilitation credit);
- Municipally-sponsored and 100% affordable developments;
- Zoning for inclusionary development;
- Alternative living arrangements;
- Accessory apartment program;
- Purchase of existing homes;
- Write-down/buy-down programs; and
- Assisted living residences.

Regional Income Limits

Dwelling units are affordable to low and moderate income households if the maximum sales price or rental cost is within their ability to pay such costs, based on a specific formula. COAH provides income limits based upon the median gross household income of the COAH housing region in which the household is located. A moderate income household is one with a gross household income equal to or more than 50%, but less than 80%, of the median gross regional household income. A low income household is one with a gross household income equal to 50% or less of the median gross regional household income. Very-low income households are those with a gross household income equal to 30% or less of the median gross household income. Dumont is located in Region 1, which contains Bergen, Hudson, Passaic and Sussex County.

Using the 2014 regional income limits[8], a four-person household moderate income is capped at $67,539. Two-person households could make up to $54,030 and be considered a moderate income household or make up to $33,769 and be considered a low income household. See the table on the following page for greater detail.

[8] Note that these are the latest available income limits published by COAH.

Median	$59,095	$67,539	$75,980	$84,422	$91,176
Moderate	$47,276	$54,030	$60,784	$67,539	$72,941
Low	$29,548	$33,769	$37,990	$42,211	$45,588
Very Low	$17,729	$20,261	$22,794	$25,327	$27,353

Source: http://www.nj.gov/dca/services/lps/hss/admin_files/incomelimits.pdf

Affordable Housing Requirements

This HEFSP addresses the Prior Round Obligation, which is 34 units.

9) Dumont's Affordable Housing Obligation

Dumont's Fair Share Plan describes the projects and strategies the Borough proposes to address its affordable housing obligation. The components addressed by this plan are as follows:

Prior Round: 34 units

Dumont has a Prior Round obligation of 34 units to address in this plan. There are minimum and maximum requirements regarding the development of rentals and age-restricted units for the Prior Round Obligation (hereinafter "PRO"):

Minimum rental obligation:

= 25% (precredited need – prior cycle credits – rehabilitation obligation)

= 25% (67-34-33) = 0

It should be noted that N.J.A.C. 5:93-5.15(d)3 limits the number of rental bonuses to the minimum required rental obligation. Therefore, Dumont may receive a maximum of 0 rental bonuses for the PRO.

Maximum age-restricted:

= 25% (precredited need – prior cycle credits – rehabilitation credits - RCAs)

= 25% (67-34-33-0) = 0

10) Existing Affordable Credits

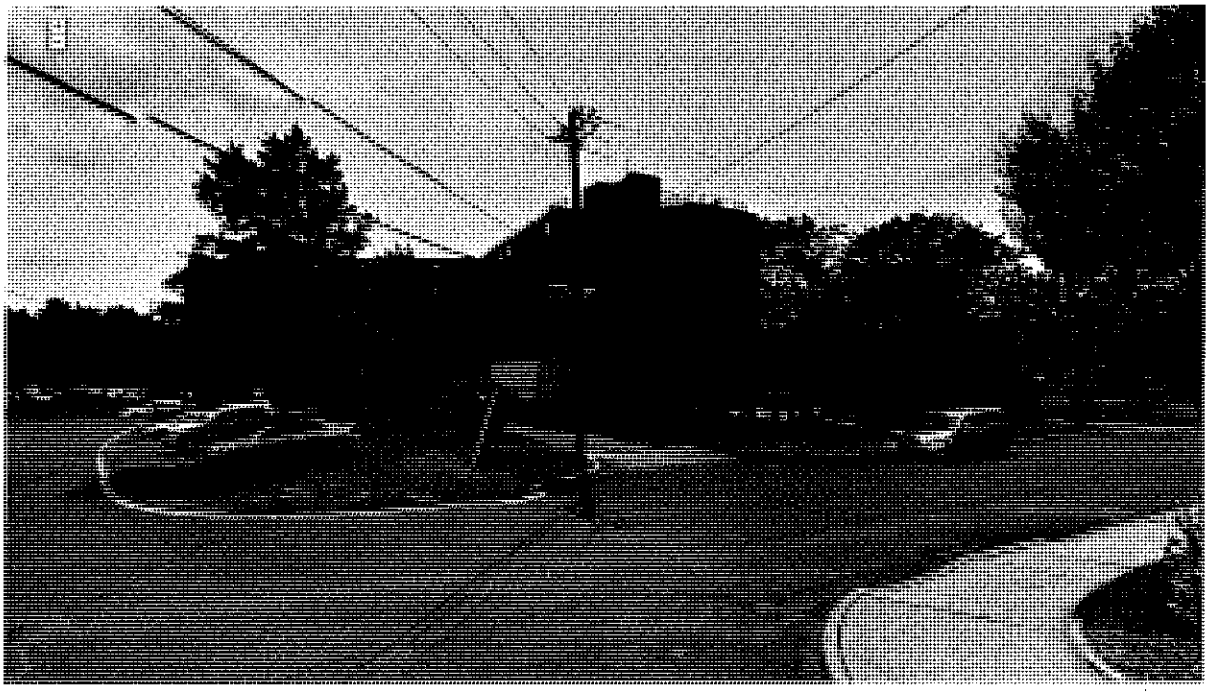
Dumont has a variety of existing credits on-the-ground to apply to its affordable housing obligations. The following sections detail the existing credits within the Borough that are applied to the Prior Round Obligation and credits that can be applied to the obligations that will be assigned by the Court in the future.

Prior Round Credits

There is one mechanism allocated to the Prior Round Obligation.

David F. Roche Apartments

David F. Roche apartments is located at 2 Aladdin Avenue in the Borough of Dumont on Block 1105, Lot 16. The six story public housing building is owned by the Housing Authority of Bergen County (hereinafter "HABC"). According to HABC's website, the building contains 99 one bedroom units (see image below[9]). Furthermore, the income limits are $31,850 for a one person household and $36,400 for a two person household.[10] However, the HUD rules state that the rent is only allowed to be 30% of a tenant's income. Therefore, if a tenant only receives $10,000 a year in income, they pay HABC $3,000 or $250 a month. The building was dedicated in 1983, constructed with HUD funding. HUD's guidelines require that the facility accept two types of tenants – those age 62 and older and disabled persons; therefore, the building is not entirely age-restricted. Roughly 10% of tenants are non-senior disabled.[11] Finally, HUD's rules mandate that the 99 rental units' affordability controls are perpetual.



The Prior Round Rules have a special category for developments constructed between 1980 and 1986, commonly referred to Prior Cycle Credits. Prior Cycle Credits is defined as a housing unit created between April 1, 1980 and December 15, 1986. N.J.A.C. 5:93-3.2 outlines the requirements for Prior Cycle Credits. A housing unit created during the aforementioned time period is eligible for one for one credit when it has been developed specifically for households whose income does not exceed 80% of the median income. Roche Apartments meets the timeframe requirement, has perpetual affordability controls and is occupied by low and moderate income tenants. Therefore, Roche Apartments meets the criteria for Prior Cycle Credits.

[9] Image courtesy of Google maps.
[10] http://www.habcnj.org/buildings.html
[11] Email from Domingo Senande, Executive Director of Housing Authority of Bergen County, dated September 13, 2013.

Based on the aforementioned information, Roche Apartments is eligible for **99 Prior Cycle Credits**. However, only 34 of these credits are needed for the Prior Round Obligation.

Prior Round Existing Credit Summary

The one completed mechanism provides 34 credits as shown in the table below, which satisfies the entire Prior Round Obligation.

David F. Roche	Prior Cycle	Rental	Yes	34		34
Total				34		34

Surplus Credits

There are eight completed mechanisms that can be applied towards the Borough's affordable housing obligations once they are determined by the Court. These mechanisms are summarized below.

David F. Roche Apartments

As indicated above, this 99-unit complex qualifies as a Prior Cycle Credit. Approximately 90 units are occupied by seniors and nine are occupied by non-senior disabled tenants. The complex provides a total of 99 credits, of which 34 are being applied to the Prior Round Obligation. Therefore, there are 65 credits that can be applied to the Borough's future affordable housing obligation. Of this total, it is assumed that **56 are senior credits** and **nine are non-senior disabled credits.**

Bergen County Home Improvement Program

N.J.A.C. 5:93-5.2(g) and (h) requires $10,000 to be spent per unit and a six-year control on affordability for owner-occupied units.[12] Additionally a major system[13] must be repaired in order for a home to qualify as a credit. Bergen County's Office of Community Development offers a Home Improvement Program for residents. Since April 1, 2000 a total of seven Dumont homeowners have utilized the program. One of the homes is a two-family structure. All eight of the units are owner-occupied according to the County and all homes were raised to code. Liens are held on the home until they are sold.[14] The table on the following page shows the homes where rehabilitation work has been completed and that the average expenditure has been over $10,000.

[12] The rules specifically require a minimum of $2,000 per unit to be spent on administration and $8,000 per unit to be spent on the rehabilitation activity, which totals at least $10,000.

[13] A major system is defined by N.J.A.C. 5:93-5.2(b) as weatherization, a roof, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems) and/or a load bearing structural system.

[14] Fax from Barbara Ruzanski, Secretary Bergen County Home Improvement Program, Feb. 4, 2015.

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 Furnance 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: Fax from Barbara Ruzanski, Secretary Bergen County Home Improvement Program, received on August 27, 2013.

Counties and municipalities have continued to provide rehabilitation programs even when the Council on Affordable Housing was not functioning. They provided loans and improved homes when there was no guiding rule set. The Borough respectfully asks the Court and the Special Master to honor all of the rehabilitations, which have been completed since 2000, that meet N.J.A.C. 5:93-5.2. If these good faith efforts are not rewarded for credit, it will encourage municipalities to do nothing when there are no rules in place or clear guidance is absent.

Bethesda Lutheran

Bethesda Lutheran Services operates a group home for four persons licensed by the Department of Human Services' Division of Developmental Disabilities.[15] The facility is located at 59 Sherwood Road on Block 410, Lot 9. Bethesda Lutheran Services purchased the home in 2001 and received their initial license to operate in 2003. The property has five bedrooms; however, the fifth bedroom is used for recreation. Therefore, the home's four bedrooms are occupied by four very-low income clients. The home serves residents age 21 and older.[16]

These units qualify for crediting under N.J.A.C. 5:93-5.8 (alternative living arrangements) and are eligible for rental bonuses under N.J.A.C. 5:93-5.15(d). Based on this information, the Bethesda Lutheran facility is eligible for **four credits and four bonuses**.

Community Options

Community Options, Inc. operates a group home for three persons licensed by the Department of Human Services' Division of Developmental Disabilities. The facility is located at 186 Knickerbocker Road on Block 616, Lot 8. Community Options purchased the home in 1998. The property has three bedrooms, occupied by three clients. Clients are age 18 or older and earn less than $17,000 a year, which qualifies them as very-low income households.[17]

These units qualify for crediting under N.J.A.C. 5:93-5.8 (alternative living arrangements) and are eligible for rental bonuses under N.J.A.C. 5:93-5.15(d). Based on this information, the Community Options facility is eligible for **three credits and three bonuses**.

[15] Email from Linda Brinkman, Area Director of Bethesda Lutheran Communities, dated September 24, 2013.
[16] Telephone conversation with Linda Brinkman, Area Direction of Bethesda Lutheran Communities, on March 25, 2016.
[17] Telephone conversation with Meredith Quinn of Community Options, on March 25, 2016.

ARC of Bergen & Passaic County at 261 Depew Street

ARC (Association of Retarded Citizens) of Bergen and Passaic County operates a licensed group home for five very-low income clients. The home is located at 261 Depew Street on Block 918, Lot 16. ARC bought the property in 1996. The group home is licensed by the Department of Human Services' Division of Developmental Disabilities. Clients are age 18 or older.[18]

These units qualify for crediting under N.J.A.C. 5:93-5.8 (alternative living arrangements) and are eligible for rental bonuses under N.J.A.C. 5:93-5.15(d). Based on this information, the ARC facility is eligible for **five credits and five bonuses.**

Advance Housing

Advance Housing operates a supportive housing residence for three low income clients at 94 Virginia Avenue (known as Block 919, Lot 15). Advance received a Certificate of Occupancy for the home in 2006. The home has received Special Needs Housing Trust Fund monies and HUD Program Prac 811 funds. The property has a 40 year deed restriction that is required as part of the Housing and Mortgage Finance Agency funding. The home is licensed by the Department of Human Services' Office of Licensing.

These units qualify for crediting under N.J.A.C. 5:93-5.8 (alternative living arrangements) and are eligible for rental bonuses under N.J.A.C. 5:93-5.15(d). Based on this information, the Advance Housing facility is eligible for **three credits and three bonuses.**

Schraalenburgh Senior Housing

Penwal Affordable Housing Corporation operates 94 W. Schraalenburgh Way and 95 E. Schraalenburgh Way, which are referred to as the Dumont Senior Housing complex. 94 W. Schraalenburgh Way is referred to as Block 1217, Lot 4 and is owned by the New Jersey Housing and Mortgage Finance Agency (hereinafter "HMFA") according to the tax card. HMFA acquired the parcel in 1995, prior to that property was owned by Penwal Affordable Housing Corporation for roughly a year. The Borough of Dumont was the owner from August of 1993 until it sold the property in August of 1994 to Penwal.[19]

A three story building containing 24 age-restricted apartments occupies 94 W. Schraalenburgh Way. See the image on page 29 of the property.[20]

[18] Telephone message from Alice Sigel of ARC, on March 28, 2016.
[19] http://tax1.co.monmouth.nj.us/cgi-bin/prc6.cgi?&ms_user=glou&passwd=data&srch_type=0&adv=0&out_type=3&district=0201
[20] Image courtesy of Google maps.



95 E. Schraalenburgh Way is located on Block 1218, Lots 1 and 2 and is owned by Penwal Affordable Housing Corporation according to the tax card. The lot contains a three story building with 16 age-restricted apartments as well as the Dumont Senior Center.

94 W. Schraalenburgh Way and 95 E. Schraalenburgh Way were built in 1995 and received a Certificate of Occupancy on May 12, 1995. The properties offer a total of 40 age-restricted rental units. The development has a 45 year deed restriction, which began in 1995. The units are moderate income. This facility is eligible for **40 age-restricted credits**. Depending on the Borough's future obligations, this property may be eligible for rental bonuses.

Saint Mary's Senior Residence, Inc.

Saint Mary's Senior Residence, Inc. is Dumont's newest affordable housing complex, which opened in January of 2010. The facility is located at 258 Washington Avenue on the site of a former church convent. The 43,694 square foot, four story building offers rental units for persons ages 62 and older. Totaling $10.4 million to build, the project was made possible by the collaboration between the Domus Corporation (the housing arm of the Archdiocese of Newark), the Borough of Dumont, the County of Bergen and the US Department of Housing and Urban Development.[21]

The 49 one-bedroom apartments are deed restricted for 40 years. (An image of the new structure can be found on page 30.[22]) Based on this information, Saint Mary's is eligible for **49 age-restricted credits**. Depending on the Borough's future obligations, this property may be eligible for rental bonuses.

[21] http://www.northjersey.com/news/88330272_New_senior_housing_complex_officially_dedicated_in_Dumont.html?c=y&page=1
[22] Images courtesy of Google maps.



Surplus Credit Summary

The eight completed mechanisms provide 177 credits and at least 15 bonuses as shown in the table below.

David F. Roche	Prior Cycle/100% Aff	Rental	Yes	56	-	56
David F. Roche	Prior Cycle/100% Aff	Rental	No	9		9
Bergen County Housing Improvement Program	Rehabilitation	Owner-Occupied	No	8	-	8
Bethesda Lutheran	Alt. Living	Rental	No	4	4	8
Community Options	Alt. Living	Rental	No	3	3	6
ARC of Bergen & Passaic	Alt. Living	Rental	No	5	5	10
Advance Housing	Alt. Living	Rental	No	3	3	6
94 W. & 95 E. Schraalenburgh	100% Affordable	Rental	Yes	40	-	40
Saint Mary's Senior Residence	100% Affordable	Rental	Yes	49	-	49
Total				177	15	192

11) Proposed Mechanisms and Credits

There are two proposed mechanisms that will generate affordable housing credits and/or support the Borough's affordable housing program.

Development Fee Ordinance

On December 1, 2015 the Borough of Dumont adopted a Development Fee Ordinance. The Ordinance was approved by Judge Meehan on November 2, 2015 via an Order to Approve the Development Fee Ordinance of the Borough of Dumont (see the Appendix). The Development Fee Ordinance will allow the Borough to retain non-residential development fees and collect development fees on new residential construction. The funds will be deposited into a separate interest-bearing account and will be used for the creation of affordable housing, affordability assistance and administration expenses.

Landmark Dumont, LLC

As detailed in Chapter 1, Dumont was sued by Landmark Dumont, LLC in 2014. The Governing Body settled the case in March of 2016. A Settlement Agreement has been executed by the Governing Body that permits the developer (Landmark) to construct a maximum of 146 units. Landmark is the contract purchaser of two lots within the Borough:

- Block 212, Lot 20 – known as 546 Washington Avenue containing approximately 6.1 acres
- Block 215, Lot 1 – known as 511 Washington Avenue containing approximately one acre

The Settlement Agreement permits:

- At 546 Washington Avenue, Landmark is permitted construct 124 market-rate multi-family units; and
- At 511 Washington Avenue, Landmark is permitted to construct 22 affordable multi-family units.

The map on the following page illustrates the location of the two parcels. Landmark is required to construct 22 affordable rental units with a deed restriction not less than 30 years in length. Landmark is also responsible for administering the affordable housing units.

As per the Settlement Agreement, the Borough is required to declare the two lots as areas in need of redevelopment and/or rehabilitation, adopt a redevelopment plan and to appoint Landmark as the designated redeveloper OR adopt an Ordinance and/or Master Plan and Fair Share Plan to rezone the lots.

The affordable units will qualify for crediting under N.J.A.C. 5:93-5.15 (rental housing) and provide **22 credits**. Depending on the Borough's future obligations, this mechanism may be eligible for rental bonuses under N.J.A.C. 5:93-5.15(d).



0 45 90 180 270 360 Feet

1 inch = 180 feet

511 & 546 Washington Ave.

Aerial Map

Borough of Dumont

Bergen County, New Jersey

MASER CONSULTING P.A.

April 2016

Proposed Mechanism Summary

The table below shows the credits anticipated from the proposed mechanisms.

Project	Inclusionary or Age-Restricted	Rental or For-Sale	Bonus Credits?	Credits Anticipated	Credits Transferred	Net Credits
Landmark Dumont, LLC	Inclusionary	Rental	No	22	-	22
Total				22	0	22

12) Implementation Schedule

The table below provides an anticipated implementation schedule for the mechanisms that are proposed within the Borough of Dumont.

IMPLEMENATION SCHEDULE										
Project	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Development Fee Ordinance										
Collect Fees										
Landmark Dumont, LLC										
Rezone property or declare an area in need of redevelopment/rehabilitation and prepare a redevelopment plan										
Developer submits site plans, hearing in front of Planning Board										
Construction										
Residents occupy units										

APPENDIX

13) Appendix

1. David F. Roche Apartments
    a. Project Program Information Form (hereinafter "PPIF")
    b. Deed
2. Bergen County Home Improvement Program
    a. PPIF
    b. 2013 Report
    c. County Mortgage Template
3. Bethesda Lutheran
    a. PPIF
    b. Supportive and Special Needs Housing Survey (hereinafter "SSN")
    c. License
4. Community Options
    a. PPIF
    b. SSN
    c. License
    d. Mortgage and Security Agreement
5. ARC
    a. PPIF
    b. SSN
    c. License
    d. Mortgage
6. Advance Housing
    a. PPIF
    b. SSN
    c. Financing, Deed Restriction and Regulatory Agreement
    d. License
7. Schraalenburgh Senior Housing
    a. PPIF
    b. Deed
8. St. Mary's Senior Residence
    a. PPIF
    b. Deed Restriction
9. Development Fee Ordinance
    a. Ordinance #2015-1495
    b. Court Order
10. Landmark Dumont, LLC
    a. PPIF

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:** David F. 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	(date approved by COAH)

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

• **Project Type :** (check one)

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

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

☐ Redevelopment ☐ Rehabilitation ☐ Supportive/Special Needs Housing

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

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

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

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

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

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

Revised Dec 2012

PART B – PROJECT DETAIL (Complete all applicable sections)

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

Project Address: 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 Regions: (check all that apply)

☑ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 4B ☐ 5 ☐ 5B

☐ Highland Preservation ☐ Highlands Planning Area ☐ Pinelands ☐ Meadowlands

☐ CAFRA ☐ Category 1 Watershed

Project Credit Type:(check one)

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

Project Credit Sub-Type: (if applicable)

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

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

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

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

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

☐ Reconstruction ☐ Part of Redevelopment Plan

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

Type of Waiver:

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

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

Number of affordable units under construction:

Condo Fee percentage: (if applicable) n/a

Affordability Average Percentage:[1]

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

Revised Dec 2012

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site 0

Number of affordable units created with payment 0

Municipal or RCA funds committed to project 0

Municipal or RCA funds expended 0

Funding Sources (check all that apply)

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

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 99 Total age-restricted ____ Sales ____ Rentals ____

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

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

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

Bedroom Distribution of Affordable Units:

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

Completed Units:

Number of affordable units completed in this project 99

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

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

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	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. Paster, 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 3/112/1981, 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 G. Renna
Suburban Title & Abstract, Inc.

109—GEN'L—BARGAIN AND SALE (COVENANT AGAINST GRANTOR) 1-72 COPYRIGHTED 1968 BY ALL-STATE LEGAL SUPPLY CO. COMP. 10 PHILIP DR. CLIFTON, N.J. 07013 — 40 JUNIOR PLACE, NEWARK, N.J. 07103

This Deed, made the 12th day of MARCH 1981,

Between THE BOROUGH OF DUMONT, a municipal

corporation existing under and by virtue of the laws of the State of New Jersey having its principal office at 50 Washington Avenue in the Borough of Dumont in the County of Bergen and State of New Jersey herein designated as the Grantor,

And THE HOUSING AUTHORITY OF THE COUNTY OF BERGEN, a body corporate and politic

having an office located at 190 Moore Street in the City of Hackensack in the County of Bergen and State of New Jersey herein designated as the Grantee;

Witnesseth, that the Grantor, for and in consideration of ($325,000.00) THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS and such other consideration as the Grantee may pay upon further appraisal of the premises, all in lawful money of the United States of America, to it in hand well and truly paid by the Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantor being thereunto fully satisfied, does by these presents grant, bargain, sell and convey unto the Grantee forever,

All that 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:

BEGINNING at a point on the westerly right of way line of Aladdin Avenue, 60 feet wide, said point being 400 feet south of the intersection of said westerly right of way line of Aladdin Avenue with the southerly right of way line of Second Street and running, thence, (1) Along the southerly projection of said westerly right of way line of Aladdin Avenue South 07 degrees 19 minutes 06 seconds West 200.00 feet to a point; thence (2) South 82 degrees 32 minutes 06 seconds east 150.00 feet to a point; thence (3) South 07 degrees 21 minutes 54 seconds west 250.80 feet to a point on the municipal boundary line between the Borough of Dumont and the Borough of Bergenfield, thence; (4) Along same North 82 degrees 32 minutes 06 seconds west 294.80 feet to a point; thence, (5) North 07 degrees 19 minutes 06 seconds east 450.80 feet to a point; thence (6) South 82 degrees 32 minutes 06 seconds east, 125.00 feet to the point or place of BEGINNING.

BEING the same premises designated as Block 293, Lot 1 on the Tax Map of the Borough of Dumont.

BEING the same premises conveyed to the Borough of Dumont, a municipal corporation existing under the laws of the State of New Jersey, from the Borough of Bergenfield, a municipal corporation existing under the laws of the State of New Jersey, by deed dated December 29, 1971 and recorded on February 9, 1972 in Deed Book 5613 at Page 120.

This transfer is being made in accordance with the Housing and Redevelopment Cooperation Law, L.1938, Ch. 20, amended by L.1979, Ch. 345 §2.

SUBJECT to possible additional taxes assessed or levied under R.S. 54:4-63.1.

SUBJECT to no right of ingress and egress to the subject premises from any public thoroughfare.

SUBJECT to rights of neighboring owners and others in and to any road, street, lane or path, ditch, drain or sewer, brook, stream or water course crossing, touching or abutting the subject premises.

* In accordance with an amended Option Agreement dated February 5, 1981 executed between the parties

In the event the grantee determines not to construct a senior citizen housing project on the subject property, the grantor shall have a right of reversion in the subject property upon grantor's refund to grantee of the purchase price.

RECEIVED
MAR 12 2 09 PM '81
Carol A. Dunton
BERGEN COUNTY CLERK

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, inc. possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantee and to Grantees' proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

Attest:
Mary C. Price
Borough Clerk

By: John J. Eckel
JOHN J. ECKEL, Mayor

State of New Jersey, County of BERGEN } ss.: Be It Remembered, that on March 12th 1981, before me, the subscriber,

personally appeared MARY C. PRICE

who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Borough Clerk Secretary of the Borough of Dumont, the municipal corporation named in the within instrument; that John J. Eckel is the Mayor President of said Corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Mayor President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c), is $325,000.00.

Sworn to and subscribed before me, the date aforesaid.

March 12, 1981

Stephen P. Sinisi
Borough Attorney

Prepared by: Stephen P. Sinisi, Esq.

BK 6619 PG 918

BK 6619 PG 919

This Deed, made the 29th day of December 1971,

Between THE BOROUGH OF DUMONT and THE BOROUGH OF BERGENFIELD,

municipal corporations

hereinafter called the Grantors,

and THE BOROUGH OF DUMONT, a municipal corporation of the State of New Jersey,

hereinafter called the Grantee,

Witnesseth, that the Grantor, for and in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration,

hereby grant and convey unto the Grantee, its successors and assigns,

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

FIRST PARCEL

BEGINNING at a point in the dividing line between lands of the Mayors and Councils of the Boroughs of Bergenfield and Dumont and lands formerly of Harvey Hansen, distant 10.62 feet westerly on a bearing of North 83° 06' West from a point in the westerly line of Prospect Avenue, said point being distant 300.56 feet southerly on a bearing as measured along said westerly line of Prospect Avenue being North 6° 54' East from the point of intersection of the westerly line of Prospect Avenue with the southerly line of Armour Place, thence from said point of beginning running

1. North 83° 06' West along the northerly line of lands of the first above mentioned parties, being along the proposed new boundary line between the Borough of Bergenfield and the Borough of Dumont being also along the dividing line between Lot 1 in Block 7 and Lot 1 in Block 6 on the current Tax Map of the Borough of Bergenfield, a distance of 445.31 feet to a point in the easterly line of other lands of the above mentioned parties, thence

2. North 10° 30' East along the easterly line of lands of the above mentioned parties, being along the proposed new boundary line between the Borough of Bergenfield and the Borough of Dumont being also along four lines of Lot 1 in Block 6 and Lot 1-A in Block 5 on the current Tax Map a distance of 450.32 feet to a point in the northeasterly corner of lands of the above mentioned parties and the line of lands now or formerly of Ernest Martin, thence

3. North 83° 30' West along the northerly line of lands of the above mentioned parties along the proposed new boundary line between the Borough of Bergenfield and the Borough of Dumont and continuing along the present boundary line between the said Borough of Bergenfield and the said Borough of Dumont and continuing along the same and the present boundary line between the Borough of Dumont and the Borough of Bergenfield and the present boundary line between the Borough of Bergenfield and the Borough of New Milford, being also the westerly line of lands of the first above mentioned parties, thence

BK 5613 PG 120

Consideration $
Recording Fee $
Realty Transfer Fee $
Total $

BK
A. C.

Municipal corporations
existing under and by virtue of the laws of the State of New Jersey
hereinafter called the Grantors,
and
THE BOROUGH OF DUMONT, a municipal corporation of the State of New Jersey,
hereinafter called the Grantee,

Witnesseth, that the Grantor, for and in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration,

hereby grant and convey unto the Grantee, its successors and assigns,

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

FIRST PARCEL

BEGINNING at a point in the dividing line between lands of the Mayors and Councils of the Boroughs of Bergenfield and Dumont and lands formerly of Harvey Hansen, distant 10.62 feet westerly on a bearing of North 83° 06' West from a point in the westerly line of Prospect Avenue, said point being distant 300.56 feet southerly on a bearing as measured along said westerly line of Prospect Avenue being North 6° 54' East from the point of intersection of the westerly line of Prospect Avenue with the southerly line of Armour Place, thence from said point of beginning running

1. North 83° 06' West along the northerly line of lands of the first above mentioned parties, being along the proposed new boundary line between the Borough of Bergenfield and the Borough of Dumont being also along the dividing line between Lot 1 in Block 7 and Lot 1 in Block 6 on the current Tax Map of the Borough of Bergenfield, a distance of 445.31 feet to a point in the easterly line of other lands of the above mentioned parties, thence

2. North 10° 30' East along the easterly line of lands of the above mentioned parties, being along the proposed new boundary line between the Borough of Bergenfield and the Borough of Dumont being also along four lines of Lot 1 in Block 6 and Lot 1-A in Block 5 on the current Tax Map a distance of 450.32 feet to a point in the northeasterly corner of lands of the above mentioned parties and the line of lands now or formerly of Ernest Martin, thence

3. North 83° 30' West along the northerly line of lands of the above mentioned parties along the proposed new boundary line between the Borough of Bergenfield and the Borough of Dumont and continuing along the present boundary line between the said Borough of Bergenfield and the said Borough of Dumont and continuing along the same and the present boundary line between the Borough of Dumont and the Borough of Bergenfield and the present boundary line between the Borough of Bergenfield and the Borough of New Milford, being also the westerly line of lands of the first above mentioned parties, thence

BK 5613 PG 120

Deed

THE BOROUGH OF DUMONT, a municipal corporation of the State of New Jersey

Grantor(s)/Seller

TO

BOROUGH AUTHORITY OF THE COUNTY OF BERGEN, a body corporate and politic

Grantee(s)/Buyer

Dated March 23rd 1981

Recorded .00 14.00

Return to: Breslin and Breslin 91 Main St. Hackensack, N.J. 07601

ABSTRACTED

BK6619 PG920 END OF DOCUMENT

[redacted] present boundary line between the Borough of Bergenfield and the Borough of New Milford, being also the westerly line of lands of the above mentioned parties a distance of 451.00 feet to a point in the same, said last mentioned point being distant 224.25 feet as measured northerly on a bearing of North 3° 02' East from a point and corner where the said boundary line runs in a southerly and westerly direction, said first mentioned point being also distant northerly 75.79 feet as measured along said boundary line from a point where the northerly line of Florence Street in the Borough of New Milford intersects the same, thence

5. South 82° 30' East over lands of the above mentioned parties and along the proposed new boundary line between the Borough of Bergenfield and the Borough of Dumont a distance of 1278.81 feet to a point and corner in the same, thence

6. North 7° 24' East over lands of the above mentioned parties and along the proposed new boundary line between the Borough of Bergenfield and the Borough of Dumont a distance of 272.57 feet to a point and corner in the same, thence

7. South 83° 06' East over lands of the above mentioned parties and along the proposed new boundary line between the Borough of Bergenfield and the Borough of Dumont, said line being parallel to and distant 25.00 feet southerly and at right angles to the first course herein run a distance of 733.69 feet to a point, said point being distant 10.00 feet westerly and at right angles to the westerly line of Prospect Avenue, thence

8. North 10° 35' East along the proposed new boundary line between the Borough of Bergenfield and the Borough of Dumont said line being parallel to and distant 10.00 feet westerly and at right angles to the westerly line of Prospect Avenue a distance of 25.05 feet to a point in the northerly line of lands of the above mentioned parties and the point or place of beginning.

CONTAINING 14.687 acres.

SECOND PARCEL

BEING Lots 5 and 6 in Block 203 on the current Tax Map of the Borough of Dumont, fronting on the southerly side of Armour Place.

CONTAINING 0.15 acres.

This description is drawn in accordance with a survey made by William H. Schwanewede Associates, Borough Engineers, 201 The Plaza, Teaneck, N.J. dated December 10, 1971, as Map # X-2445 entitled "Survey of Properties belonging to and situated in the Borough of Bergenfield and the Borough of Dumont, Bergen County, New Jersey" and being designated as Lot 1 in Block 1 and Lot 1 in Block 7 on the current Tax Map of the Borough of Bergenfield, New Jersey, and Lots 5 and 6 in Block 203 on the current Tax Map of the Borough of Dumont, and filed simultaneously herewith.

BEING the same premises set forth in Ordinances passed by the Borough of Dumont and the Borough of Bergenfield and adopted pursuant to law.

The Borough of Bergenfield hereby transfers, conveys and assigns all its right, title and interest in and to the foregoing described tracts in and for the consideration of the movement of the boundary line and the partition of lands.

BOOK 5613 PAGE 121

MAP FILED IN REGISTRATION ROOM

RECEIVED
1972 FEB -9 AM 11:08

This Deed is conveyed subject to the fifty (50) foot Right of Way of which the Borough of Dumont is to obtain the width of twenty-five (25) feet, more particularly described as follows:

BEGINNING at a point in the present westerly line of Prospect Avenue at the northerly line of said parties said point being distance 300.66 feet southerly as measured along the same from the point of intersection of the present westerly line of Prospect Avenue with the southerly line of Armour Place, thence from said point of beginning running

1. North 83° 06' West along the dividing line between lands formerly of Harry Hansen and the Mayors and Councils of the Boroughs of Bergenfield and Dumont and continuing over lands of the last mentioned parties a distance of 745.10 feet to a point and corner in the same, thence

2. South 7° 24' West over lands of the Mayors and Councils of the Boroughs of Bergenfield and Dumont a distance of 50 feet to and at right angles to the extended line of the first course herein described, thence

3. South 83° 06' East over lands of the above mentioned parties said line being parallel to the first course herein described and distant 50 feet southerly and at right angles therefrom a distance of 742.12 feet to a point in the present westerly line of Prospect Avenue, thence

4. North 10° 35' East along the present westerly line of Prospect Avenue a distance of 50.10 feet to a point in the same, and the point or place of beginning,

Being part of a Right of Way which is to be developed within 18 months after notification of either Borough to the other that it desires to proceed with the improvement. Said 50-foot Right of Way shall grant to the Borough of Dumont full rights of ingress and egress to the above cited property.

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

BOOK 5613 PAGE 122

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

ATTEST:

H.Radford Beucler,
Borough Clerk

BOROUGH OF BERGENFIELD

By: Charles J. O'Dowd, Jr. Mayor

ATTEST:

John R. Zellweger, Borough Clerk

BOROUGH OF DUMONT

By Robert C. Veit, Jr. Mayor

State of New Jersey, County of BERGEN } ss.: Be it Remembered,

that on December 29, 1971, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared H.RADFORD BEUCLER,

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, to wit: that he is the Borough Clerk of the Borough of Bergenfield, one of the Grantors in the corporation named in the within Instrument; that CHARLES J. O'DOWD, JR. is the Mayor of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the MAYOR AND COUNCIL of the said Borough; that deponent well knows the corporate seal of said Borough; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of said Borough, in presence of deponent, who thereupon subscribed his name thereto as attesting witness; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is $ 1.00.

Sworn to and subscribed before me, the date aforesaid.

TIMOTHY SONNER
A Notary Public of New Jersey
My Commission Expires November 1976

H.Radford Beucler, Borough Clerk

Prepared by: PIERCE H. DEAMER, JR., ESQ.
29 LEGION DRIVE, BERGENFIELD, NEW JERSEY, 07621

BOOK 5613 PAGE 123

State of New Jersey, County of BERGEN } ss.:

I CERTIFY that on December 29, 1971 JOHN R. ZELLWEGER

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Borough Clerk of the Borough of Dumont named in the within Instrument; that ROBERT C. VEIT is the Mayor of said Borough; that the execution as well as the making of this Instrument, has been duly authorized by proper resolution of the Mayor and Council of the said Borough of Dumont; that deponent well knows the seal of said Borough; and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said Mayor and as the voluntary act and deed of said Borough, in presence of deponent who thereupon subscribed his name thereto as attesting witness, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c), is $1.00.

JOHN R. ZELLWEGER

Sworn to and subscribed before me, the date aforesaid.

MARY C. PRICE
NOTARY PUBLIC OF N.J.
My Commission Expires May 13, 1975

Consideration $ EX.
Realty Transfer Fee
Recording Fee
By R.C. Total $

THE BOROUGH OF BERGENFIELD and THE BOROUGH OF DUMONT, Municipal corporations of New Jersey

to

THE BOROUGH OF DUMONT, a municipal corporation of New Jersey,

Dated December 29, 1971

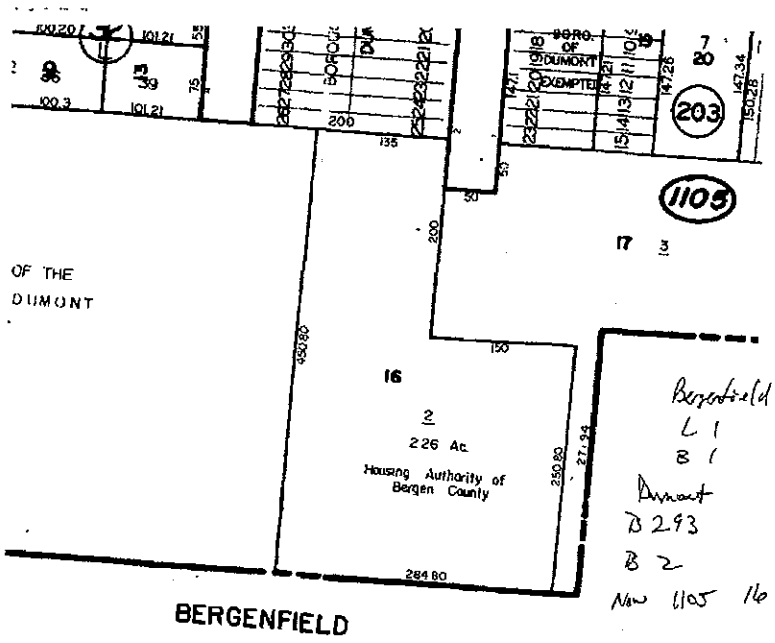
Return to:
Gross, Demetrakis & Donohue, Esqs.
One Essex Street
Hackensack, New Jersey 07601

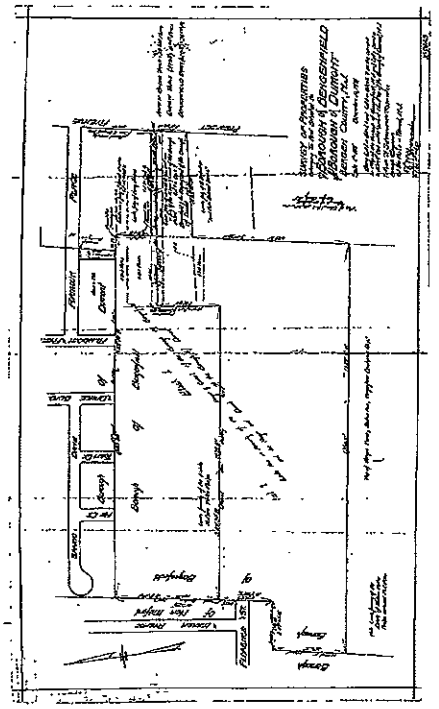
6864 1325 70 1325

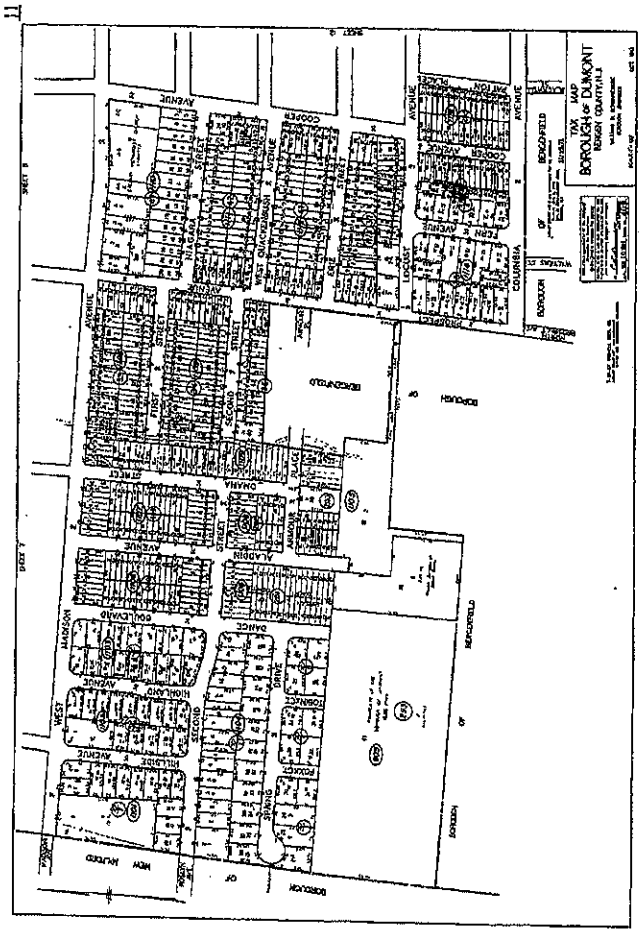
FEB-912 DUID

BOOK 5613 PAGE 124

END OF DOCUMENT


BORO OF DUMONT EXEMPTED
203
1105
17
3
OF THE
DUMONT
16
2
226 Ac.
Housing Authority of Bergen County
200
135
50
150
450.80
250.80
284.80
BERGENFIELD
Bergenfield
L 1
B 1
Dumont
B 293
B 2
Now 1105 16





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 ☐Meadowlands

☐CAFRA ☐Category 1 Watershed

Project Credit Type:(check one)

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

Project Credit Sub-Type: (if applicable)

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

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

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

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

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

☐Reconstruction ☐Part of Redevelopment Plan

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

Type of Waiver: _____

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

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

Number of affordable units under construction: _____

Condo Fee percentage: (if applicable) n/a

Affordability Average Percentage:[1] n/a

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

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site 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 ☐Fannie Mae Multi-Family ☐UDAG ☐UHORP

☐USDA-FHA Rural Development ☐USDA-FHA - Section 515 ☐Development Fees

☐Municipal Bond ☐Municipal Funds ☐Payment in Lieu ☐Private Financing ☐RCA

☐Capital Funding ☐Balanced Housing ☐Balanced Housing – Home Express

☐DCA – Low Income House Tax Credit ☐NPP ☐DCA Shelter Support Services ☐DDD

☐DHSS ☐DHHS ☐HMFA Low Income House Tax Credit ☐HMFA ☐HMFA HOME

☐MONI ☐Section 8 ☐Small Cities ☐Other _____

Effective date of affordability controls: Varies

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

Project Contacts: (fill in all that apply)

Administrative Agent: _____

Property Manager: _____

Rehab Program Administrator: Barbara Ruzanski, 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 tbd Sales ____ Rentals ____ Total age-restricted tbd Sales ____ Rentals ____

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

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

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

Bedroom Distribution of Affordable Units:

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

Completed Units:

Number of affordable units completed in this project ____

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

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

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality ____ County ____

RCA Receiving Municipality ____ County ____

COAH approval date ____

Number of units transferred ____ Cost per unit ____

Total transfer amount 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

____

____

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

Kathleen A. Donovan
County Executive

Noreen Best
Director

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/
Attch.

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

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

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

Bergen County Community Development

Fax

To: Darlene Carr **From:** Barbara

Fax: 908-238-0901 **Date:** 3/7/14

Phone: 908-238-0900 **Pages:** 11

Re: Rehab Documents **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **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 – 4th 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., 4th 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 Sate 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 NOTE

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 – 4th Floor
Hackensack, NJ 07601

MORTGAGE

This is a real property mortgage given on _____2014,

By: Owner(s)

Address:

to County of Bergen Home Improvement Program, 1 Bergen County Plaza , 4th 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 Mortgagor named herein by Deed from dated, and recorded in the Bergen County Clerk's Office on , Book of Deeds, Book , Page .

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., 4th 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.

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

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 – 4th Floor
Hackensack, NJ 07601

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: 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)	2003
☐ Deleted from Plan	(date approved by COAH)

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

• **Project Type :** (check one)

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

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

☐ Redevelopment ☐ Rehabilitation ☑ Supportive/Special Needs Housing

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

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

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

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

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

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

Revised Dec 2012

PART B – PROJECT DETAIL (Complete all applicable sections)

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

Project Address: 59 Sherwood Road

Project Block/Lot/Qualifier (list all) Block 410, Lot 9

Project Acreage: .11 **Density:** _____ **Set Aside:** 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 ☐ 4B ☐ 5 ☐ 5B

☐ Highland Preservation ☐ Highlands Planning Area ☐ Pinelands ☐ Meadowlands

☐ CAFRA ☐ Category 1 Watershed

Project Credit Type:(check one)

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

Project Credit Sub-Type: (if applicable)

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

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

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

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

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

☐ Reconstruction ☐ Part of Redevelopment Plan

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

Type of Waiver: _____

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

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

Number of affordable units under construction: 0

Condo Fee percentage: (if applicable) N/A

Affordability Average Percentage:[1] _____

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

Revised Dec 2012

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site 0

Number of affordable units created with payment 0

Municipal or RCA funds committed to project 0

Municipal or RCA funds expended 0

Funding Sources (check all that apply)

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

Revised Dec 2012

PART C – COUNTS

Affordable Unit Counts:

Total non-age-restricted 4 Sales ____ Rentals 4 Total age-restricted ____ Sales ____ Rentals ____

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

Low Income	Non-age restricted	Age-restricted
30% of median income [2]	4	
35% of median income [3]		
50% of median income		
Moderate Income		
80% of median income		

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

Bedroom Distribution of Affordable Units:

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

Completed Units:

Number of affordable units completed in this project 4

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

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

Revised Dec 2012

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

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

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date n/a

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

_____

_____

Revised Dec 2012

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

Municipality: Dumont County: Bergen

Sponsor: n/a Developer: Bethesda Lutheran Communities

Block:_____ Lot:_____ Street Address: 59 Shorewood Road

Facility Name: n/a

Section 1: Type of Facility:

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

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

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

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

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

Total # of bedrooms reserved for:

Very low-income clients/households 4
Low-income clients/households ____
Moderate-income clients/households ____
Market-income clients/households ____

Section 4: For permanent supportive housing:

Total # of units _____ including:

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

Section 5:

Length of Controls: 0 years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

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

Section 6:

CO Date: __/__/__

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: __/__/2003

Current License Date: 3/31/2013

Section 7:

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

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

Is the subsidy renewable? ___Yes ___No

Section 8: The following verification is attached:

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

Section 9:

Residents 18 yrs or older? ✓Yes ___No

Population Served (describe): Individuals with Developmental disabilities

Age-restricted? ✓Yes ___No

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes ___No

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

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

CERTIFICATIONS

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

Certified by: Linda Birkman — Project Administrator — Date: 9/25/2015

Certified by: _____ — Municipal Housing Liaison — Date: _____

License Number GH1095

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that 59 SHERWOOD RD

DUMONT NJ 07629

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

Group Home (type of residence) for 4 (number) Individuals

from 3/31/2013 (date issued) effective to 3/31/2014 (expiration date)

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)

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

• **Project Type :** (check one)

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

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

☐ Redevelopment ☐ Rehabilitation ☑ Supportive/Special Needs Housing

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

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

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

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

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

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

Revised Dec 2012

PART B – PROJECT DETAIL (Complete all applicable sections)

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

Project Address: 186 Knickerbocker Road

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

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

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

Project Sponsor Name: Community Options, Inc.

Project Developer Name: Community Options, Inc.

Planning Regions: (check all that apply)

☑ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 4B ☐ 5 ☐ 5B

☐ Highland Preservation ☐ Highlands Planning Area ☐ Pinelands ☐ Meadowlands

☐ CAFRA ☐ Category 1 Watershed

Project Credit Type:(check one)

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

Project Credit Sub-Type: (if applicable)

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

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

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

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

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

☐ Reconstruction ☐ Part of Redevelopment Plan

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

Type of Waiver: _____

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

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

Number of affordable units under construction: _____

Condo Fee percentage: (if applicable) N/A

Affordability Average Percentage: [1] N/A

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

Revised Dec 2012

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project N/A

Municipal or RCA funds expended N/A

Funding Sources (check all that apply)

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

Effective date of affordability controls: _____

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

Project Contacts: (fill in all that apply)

Administrative Agent: _____

Property Manager: _____

Rehab Program Administrator: _____

Other: _____ _____

For Redevelopment Projects:

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

If Yes:

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

PART C – COUNTS

Affordable Unit Counts:

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

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

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

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

Bedroom Distribution of Affordable Units:

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

Completed Units:

Number of affordable units completed in this project 3

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

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

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ **Amount transferred to date** _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ **Amount transferred to date** _____

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

_____

_____

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

Municipality: Oumoat County: Bergen

Sponsor: Developer: Knickerbocker Rd

Block: 616 Lot: 8 Street Address: 186 Knickerbocker Rd.

Facility Name: Community Options

Section 1: Type of Facility
- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project:
- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust Fund $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program _____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Please specify: _____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:
Total # of bedrooms reserved for:
Very low-income clients/households 4
Low-income clients/households ___
Moderate-income clients/households ___
Market-income clients/households ___

Section 4: For permanent supportive housing:
Total # of units 3 including:
# of very low-income units ___
# of low-income units ___
# of moderate-income units ___
# of market-income units ___

Section 5:
Length of Controls: ____ years
Effective Date of Controls: __/__/__
Expiration Date of Controls: __/__/__
Average Length of Stay: ____ months (transitional facilities only)

Section 6:
CO Date: __/__/__
For licensed facilities, indicate licensing agency:
☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF
☐ Other _____
Initial License Date: __/____
Current License Date: __/__/__

Section 7:
Has the project received project-based rental assistance? ___Yes ✓No; Length of commitment _____
Other operating subsidy sources: _____ Length of commitment: _____
Is the subsidy renewable? ___Yes ___No

Section 8: The following verification is attached:
- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:
Residents 18 yrs or older? ☑Yes ___No
Population Served (describe): People with Developmental Disabilities
Age-restricted? ☑Yes ___No
Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes ☑No

* New Jersey Is An Equal Opportunity Employer *

License Number GH869

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home

LICENSE

This is to certify that 186 KNICKERBOCKER RD

DUMONT NJ 07628

Operated by **COMMUNITY OPTIONS INC**

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

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

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

Jennifer Velez, Commissioner, Department of Human Services

Status of: Affirmative Marketing Strategy (check all that apply):

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

CERTIFICATIONS

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

Certified by: Project Administrator Date

Certified by: Municipal Housing Liaison Date

#3. 95. Cl#227 First American

10
123

EXECUTION ORIGINAL
(BERGEN)

1916535

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

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

13-05879 Mortgage
V Bk: 01242 Pg: 0299-0308 Rec. Fee $123.00
John S. Hogan, Bergen County Clerk
Recorded 04/03/2013 03:52:45 PM

MORTGAGE AND SECURITY AGREEMENT

This MORTGAGE AND SECURITY AGREEMENT (hereafter referred to as "Mortgage") made February 28, 2013, by and between Sun National Bank whose address is 105 Fieldcrest Avenue, 4th Floor, Raritan Plaza 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 in the original principal amount of $4,000,000 made by Borrower payable to Bank, a certain Term Note (as amended, restated, replaced, increased, extended and/or modified from time to time, the "Term Note" and collectively with the Revolving Credit Note, the "Note") dated the date hereof in the original principal amount of $4,000,000 made by Borrower payable to Bank, any present or future letters of credit issued by Bank for the account of Borrower, the Other Documents (collectively, as amended, restated, replaced, increased, extended and/or modified from time to time, the "Loan Documents"), and swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time), all other indebtedness of the Borrower to Bank whenever borrowed or incurred, whether or not reasonably contemplated by the parties hereto as of the date hereof, and any renewals, extensions, novations, or modifications of the foregoing (collectively the "Obligations"), and in consideration of these premises and for other consideration, Mortgagor does mortgage, grant and convey unto Bank (for itself and its affiliates), its successors and assigns all of Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Property"): (i) all those certain tracts of land described in EXHIBIT A attached hereto and made part hereof (the "Land"); (ii) all buildings and improvements now or hereafter erected on the Land; (iii) all fixtures, machinery, equipment and other articles of real, personal or mixed property attached to, situated or installed in or upon, or used in the operation or maintenance of, the Land or any buildings or improvements situated thereon, whether or not such real, personal or mixed property is or shall be affixed to the Land; (iv) all building materials, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, any construction, repair or renovation of the buildings and improvements situated or to be situated thereon; (v) all leases, licenses or occupancy agreements of all or any part of the Land and all extensions, renewals, and modifications thereof, and any options, rights of first refusal or guarantees relating thereto; all rents, income, revenues, security deposits, issues, profits, awards and payments of any kind payable under the leases or otherwise arising from the Land; (vi) all contract rights, accounts receivable and general intangibles relating to the Land or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies; (vii) all estates, rights, tenements, hereditaments, privileges, easements, and appurtenances of any kind benefiting the Land; all means of access to and from the Land, whether public or private; and all water and mineral rights; and (viii) all "Proceeds" of any of the above-described property, which term shall have the meaning given to it in the Uniform Commercial Code of the jurisdiction where this Mortgage is recorded (the "UCC"), whether cash or non-cash, and including insurance proceeds and condemnation awards; and all replacements, substitutions and accessions thereof.

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

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

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

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

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

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

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

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

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

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

#6686933.1(144967.047)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mortgagor

COMMUNITY OPTIONS, INC,

By: _____

Name: ROBERT STACK
Title: President

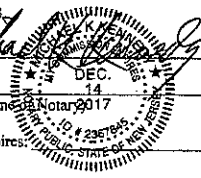
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State of New Jersey
County of Middlesex

Acknowledgment

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

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



Notary Public

Notary Seal

(Printed Name of Notary)

My Commission Expires:

#6686933.1(144967.047)

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

PROJECT / PROGRAM INFORMATION FORM

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

PART A – PROJECT HEADER

Municipality: Dumont County: Bergen

- Project or Program Name: Arc of Bergen and Passaic
- **Project Status** (check current status and enter date of action for that status)

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

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

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

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

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

☐ Redevelopment ☐ Rehabilitation ☑ Supportive/Special Needs Housing

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

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

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

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

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

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

Revised Dec 2012

PART B – PROJECT DETAIL (Complete all applicable sections)

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

Project Address: 261 Depew Street

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

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

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

Project Sponsor Name: Arc of Bergen and Passaic

Project Developer Name: Arc of Bergen and Passaic

Planning Regions: (check all that apply)

☑ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 4B ☐ 5 ☐ 5B

☐ Highland Preservation ☐ Highlands Planning Area ☐ Pinelands ☐ Meadowlands

☐ CAFRA ☐ Category 1 Watershed

Project Credit Type:(check one)

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

Project Credit Sub-Type: (if applicable)

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

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

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

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

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

☐ Reconstruction ☐ Part of Redevelopment Plan

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

Type of Waiver: _____

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

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

Number of affordable units under construction: _____

Condo Fee percentage: (if applicable) N/A

Affordability Average Percentage: [1] N/A

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

Revised Dec 2012

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project N/A

Municipal or RCA funds expended N/A

Funding Sources (check all that apply)

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

Effective date of affordability controls: _____

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

Project Contacts: (fill in all that apply)

Administrative Agent: _____

Property Manager: _____

Rehab Program Administrator: _____

Other: _____ _____

For Redevelopment Projects:

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

If Yes:

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

PART C – COUNTS

Affordable Unit Counts:

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

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

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

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

Bedroom Distribution of Affordable Units:

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

Completed Units:

Number of affordable units completed in this project 5

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

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

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

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

_____

_____

Revised Dec 2012

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

Municipality: Dumont County: Bergen

Sponsor: The Arc of bergen and Passaic Developer: _____

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

Facility Name: Dumont Supervised Apartments

Section 1: Type of Facility:

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

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

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

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

Total # of bedrooms reserved for:

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

Section 4: For permanent supportive housing:

Total # of units _____, including:

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

Section 5:

Length of Controls: _____ years

Effective Date of Controls: _____

Expiration Date of Controls: _____

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

Section 6:

☐ CO Date: _____

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: _____

Current License Date: _____

Section 7:

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

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

Is the subsidy renewable? ☐ Yes ☐ No

Section 8: The following verification is attached:

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

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No

Population Served (describe): ID/DD

Age-restricted? ☑ Yes ☐ No

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

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

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

CERTIFICATIONS

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

Certified by: _____ _____
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

♦ *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 eighteen 918, Lot Sixteen (16), on the tax map of said Borough, and having a street address of 261 Depew St., Dumont, NJ 07628.

License Number SA576

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Supervised Apartment
LICENSE

This is to certify that 261 DEPEW ST
APTS A & B
DUMONT NJ 07628

Operated by **Bergen-Passaic ARC**

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

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

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

Jennifer Velez, Commissioner, Department of Human Services

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

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

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

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

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

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

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

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

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

personally appeared

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

Sworn to and subscribed before me, the date aforesaid.

Elizabeth Caruso

Ralph Mastrangelo, Jr.

Prepared by: Ralph Mastrangelo, Jr.

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

PROJECT / PROGRAM INFORMATION FORM

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

PART A – PROJECT HEADER

Municipality: Dumont County: Bergen

• **Project or Program Name:** Advance Housing

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

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

(date approved by COAH)

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

• **Project Type :** (check one)

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

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

☐ Redevelopment ☐ Rehabilitation ☑ Supportive/Special Needs Housing

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

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

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

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

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

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

Revised Dec 2012

PART B – PROJECT DETAIL (Complete all applicable sections)

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

Project Address: 94 Virginia Avenue

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

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

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

Project Sponsor Name: Advance Housing

Project Developer Name: Advance Housing

Planning Regions: (check all that apply)

☑ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 4B ☐ 5 ☐ 5B

☐ Highland Preservation ☐ Highlands Planning Area ☐ Pinelands ☐ Meadowlands

☐ CAFRA ☐ Category 1 Watershed

Project Credit Type:(check one)

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

Project Credit Sub-Type: (if applicable)

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

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

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

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

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

☐ Reconstruction ☐ Part of Redevelopment Plan

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

Type of Waiver: _____

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

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

Number of affordable units under construction: _____

Condo Fee percentage: (if applicable) N/A

Affordability Average Percentage: [1] N/A

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

Revised Dec 2012

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project N/A

Municipal or RCA funds expended N/A

Funding Sources (check all that apply)

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

Effective date of affordability controls: _____

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

Project Contacts: (fill in all that apply)

Administrative Agent: _____

Property Manager: _____

Rehab Program Administrator: _____

Other: _____ _____

For Redevelopment Projects:

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

If Yes:

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

PART C – COUNTS

Affordable Unit Counts:

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

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

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

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

Bedroom Distribution of Affordable Units:

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

Completed Units:

Number of affordable units completed in this project 3

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

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

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

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

_____

_____

Revised Dec 2012

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

Municipality: Dumont County: Bergen

Sponsor: HUD Developer: Advance Housing, Inc

Block: 519 Lot: 16 Street Address: 84 Virginia Avenue

Facility Name: Advance Supportive Housing II

Section 1: Type of Facility:
- ☐ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☑ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :
- ☐ Capital Application Funding Unit $_____
- ☑ HMFA Special Needs Housing Trust Fund $ 415,000
- ☐ Balanced Housing – Amount $_____
- ☑ HUD – Amount $ 490,000 Program Pres 811
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☑ Development fees – Amount $ 60,000
- ☐ Bank financing – Amount $_____
- ☐ Other – Please specify: _____

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

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

Total # of bedrooms reserved for:
Very low-income clients/households ____
Low-income clients/households ____
Moderate-income clients/households ____
Market-income clients/households ____

Section 4: For permanent supportive housing:

Total # of units 3 ; including:
- # of very low-income units ____
- # of low-income units 3
- # of moderate-income units ____
- # of market-income units ____

Section 5:

Length of Controls: 40 years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

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

Section 6:

CO Date: 3/30/06

For licensed facilities, indicate licensing agency:

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☑ Other State of NJ Dept. of Human Services

Initial License Date: __/__/__

Current License Date: 7/22/16

Section 7:

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

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

Is the subsidy renewable? ✓ Yes ___No

Section 8: The following verification is attached:
- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ✓ Yes ___No

Population Served (describe): disabled mentally ill

Age-restricted? ___Yes ✓ No

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

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

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

CERTIFICATIONS

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

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

Certified by: _____
Municipal Housing Liaison — Date

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

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

FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

and

ADVANCE HOUSING, INC.

Prepared by:

_____
Robert J. Shaughnessy, Jr.
Deputy Attorney General

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Schedule A. Legal Description

Matt# 10707L01

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

WITNESSETH

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

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

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

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

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

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

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

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

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

FILED

JUN 28 2004

BERGEN COUNTY CLERK
HACKENSACK, NJ
Kathleen A. Donovan

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

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

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

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

"Loan" means the First Mortgage Loan.

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

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

"Permitted Encumbrances" means any:

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

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

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

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

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

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

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

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

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

"State" means the State of New Jersey.

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

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

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

Section 2. 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 fee simple interest in the premises constituting the Land and the Project free and clear of any lien or encumbrance (subject to Permitted Encumbrances and encumbrances created or contemplated pursuant to this Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. 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 therefor by the Agency, and otherwise within ten (10) business days of written demand by the Agency, the Owner will furnish to the Agency in writing a statement of the principal amount remaining due on the Loan, together with a statement of any known defenses which may exist as to any liability of the Owner on the Notes or otherwise thereunder.

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

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

Loan Document by the Agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All notices shall be deemed given when received.

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

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

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

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

original.

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

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

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

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

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

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

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

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

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

Section 45. Owner's Default Under Financing Documents.

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

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

(c) In the absence of fraud or bad faith, the Agency or its designees, agents, officers, or employees shall not be personally responsible for the debts, obligations or liabilities of the Owner.

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

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

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

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

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

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

and year first written above.

WITNESS/ATTEST

Donna O'Dea

Donna O'Dea, Asst. Secretary

OWNER:
ADVANCE HOUSING, INC.

By: _____
Kevin Martone, President/CEO

WITNESS/ATTEST

Katharine Tasch
Katharine Tasch, Assistant Secretary

LENDER:
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

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

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

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

STATE OF NEW JERSEY, COUNTY OF MERCER SS

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

Donna O'Dea
Donna O'Dea, Asst. Secretary

Sworn to and subscribed before me
on the date aforesaid.

_____

PATRICIA 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

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:** Lehmanndburgh 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	
X	Completed (all affordable certificates of occupancy (C.O.) issued)	5/12/05
	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
X	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)

License No. 3011682151H343

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

Advance Housing, Inc.
100 Hollister Road
Teterboro, NJ 07608

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

Supportive Housing Residence
for up to 3 Residents
at
94 Virginia Avenue
Dumont, NJ 07628

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

Jennifer Velez, Commissioner
Department of Human Services

PART B – PROJECT DETAIL (Complete all applicable sections)

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

Project Address: 94W + 95E Schanalenburgh Way

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

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

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

Project Sponsor Name: _____

Project Developer Name: Dumont Senior Housing L.P.

Planning Regions: (check all that apply)

| 1 | 2 | 3 | 4 | 4B | 5 | 5B

| Highland Preservation | Highlands Planning Area | Pinelands | Meadowlands

| CAFRA | Category 1 Watershed

Project Credit Type:(check one)

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

Project Credit Sub-Type: (if applicable)

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

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

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

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

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

| Reconstruction | Part of Redevelopment Plan

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

Type of Waiver: _____

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

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

Number of affordable units under construction: _____

Condo Fee percentage: (if applicable) N/A

Affordability Average Percentage: [1] 60%

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

Revised Dec 2012

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site 40

Number of affordable units created with payment 40

Municipal or RCA funds committed to project NO

Municipal or RCA funds expended NO

Funding Sources (check all that apply)

| X County HOME | County Rehab Funds | X CDBG | X Federal Home Loan Bank | HODAG

| HUD | HUD 202 | HUD 236 | HUD 811 | HUD HOPE VI | HUD HOME

| McKinney Funds | Fannie Mae Multi-Family | UDAG | UHORP

| USDA-FHA Rural Development | USDA-FHA - Section 515 | X Development Fees

| Municipal Bond | Municipal Funds | X Payment in Lieu | Private Financing | RCA

| Capital Funding | Balanced Housing | Balanced Housing – Home Express

| X DCA – Low Income House Tax Credit | NPP | DCA Shelter Support Services | DDD

| DHSS | DHHS | X HMFA Low Income House Tax Credit | HMFA | HMFA HOME

| MONI | Section 8 | Small Cities | Other _____

Effective date of affordability controls: 5/12/95

Length of Affordability Controls: (in years) 45 or | Perpetual

Project Contacts: (fill in all that apply)

Administrative Agent: N/A

Property Manager: PENWAL

Rehab Program Administrator: N/A

Other: _____

For Redevelopment Projects:

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

If Yes:

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

Revised Dec 2012

PART C – COUNTS

Affordable Unit Counts:

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

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

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

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

Bedroom Distribution of Affordable Units:

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

Completed Units:

Number of affordable units completed in this project 40

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

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

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

_____
_____

ORIGINAL

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

DEED

THIS DEED is made on August 30, 1994

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

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

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

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

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

SEE ATTACHED DESCRIPTION

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

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

DB 7731 P351 Rec. 9-19-94

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

ATTEST:

Thomas A. Manno Secretary

DUMONT HOUSING DEVELOPMENT CORP.

BY Donald Winant
Donald Winant President

STATE OF NEW JERSEY, COUNTY OF BERGEN SS:

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

Thomas A. Manno

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

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

REC 1045 - AFFIDAVIT OF CONSIDERATION
RTF-1 (Rev. 1/1/88)

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

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

RVST-2

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 235, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY }
COUNTY OF BERGEN } ss.

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

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

Deponent, JAMES T. DAVIS II, ESQ. (Name), being duly sworn according to law upon his/her oath deposes and says that he/she is the Attorney for the Grantee PENWAL AFFORDABLE HOUSING CORPORATION (Role-Attorney, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) in a deed dated August 30, 1994, transferring real property identified as Block No. 1218 Lots 1 & 2 Block 1217 Lot No. 4 & 6 located at 95 Schraalenburgh Way, Dumont, New Jersey (Street Address, Municipality, County) and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

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

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

This property will be used for low-income housing.

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

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

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

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

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

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

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

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

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

Subscribed and Sworn to before me
this 22 day of September 1994

Stephen R. Farber
Attorney at Law of NJ

JAMES T. DAVIS II, ESQ.
(Name) (Signature of Deponent)
Attorney for Grantee
(Role)

DUMONT HOUSING DEVELOPMENT CORPORATION
(Name of Grantee (type above line))

BROCH, FICHLER, et als.
(Name of Firm)
101 Eisenhower Parkway
Roseland, NJ 07068
(Address of Deponent)

50 Washington Avenue
Dumont, NJ 07628
(Address of Grantee or Place of Sale)

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

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

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

DEED

Prepared by: (Print name below)
By: James T. Davis II
JAMES T. DAVIS II, ESQ.

This Deed is made on September 9, 1994,

BETWEEN

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

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

AND

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

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

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

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

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Borough of Dumont
Block No. 1218, Lot Nos. 1 and 2, and Block No. 1217, Lot Nos. 4 and 6
☐ No property tax identification number is available on the date of this deed. (Check box if applicable.)

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

SEE SCHEDULE A

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

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

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

DB 7731 P258 Rec. 9-14-94

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

ATTEST:

PENWAL AFFORDABLE HOUSING CORPORATION

By: _____
EUGENE E. WALSH
Secretary

By: _____
LAURY PENSA
President

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

I CERTIFY that on September 9, 1994,

EUGENE E. WALSH

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

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

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

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

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

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

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

Signed and Sworn to before me on
September 9, 1994.

_____
Stephen R. Farber
Attorney at Law of NJ

_____

DEED

PENWAL AFFORDABLE HOUSING CORPORATION

Grantor,

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\143193.1

CIVIL • MUNICIPAL • LAND SURVEYS

34 PARK AVENUE • P.O. BOX 426 • LYNDHURST, NEW JERSEY 07071 • PHONES (201) 939-8805 & 8809 • FAX (201) 939-0648

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

SCHEDULE "A"

TRACT I

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

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

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

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

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

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

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

(6) N 14°-12'-00" E, 126.92 feet along the easterly sideline of Schraalenburgh Way (formerly Atlantic Street) and its southerly prolongation to an angle point therein; thence

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

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

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

Contains 26,728.88 square feet

Prepared by:

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

SCHEDULE "A"

1 of 2

ASSOCIATES
— Consulting Engineers —

CIVIL • MUNICIPAL • LAND SURVEYS

34 PARK AVENUE • P.O. BOX 426 • LYNDHURST, NEW JERSEY 07071 • PHONES (201) 939-8805 & 8809 • FAX (201) 939-0648

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

TRACT II

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

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

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

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

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

(4) N 72°-50'-00" W, 98.75 feet still along the northerly line of lot 5, block 1217 to the easterly line of lot 3, block 1217; thence

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

(6) S 73°-39'-00" E, 104.88 feet along the said southerly sideline of Dumont Avenue to an angle point therein; thence

(7) S 20°-18'-50" W, 3.05 feet still along the said southerly sideline of Dumont Avenue to another angle point therein; thence

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

Contains 11,675.26 square feet

Prepared by:

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

SCHEDULE "A"

2 of 2

NC 1645—AFFIDAVIT OF CONSIDERATION
N.F.-1 (Rev. 1/1/88)

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
OR
PARTIAL EXEMPTION
(c. 176, P. L. 1975)
To Be Recorded With Deed Pursuant to c.49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

ALLSTATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N.J. 07016

AVS-2

STATE OF NEW JERSEY }
COUNTY OF BERGEN } ss.

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

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

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

in a deed dated September 9, 1994, transferring real property identified as Block No. 1218 Lots 1 & 2 Block 1217 Lot No. 4 & 5 located at 95 Schraalenburgh Way, Dumont, New Jersey (Street Address, Municipality, County)

Bergen County and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

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

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

This property will be used for low-income housing.

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

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

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

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

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

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

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

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

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

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

JAMES T. DAVIS II, Attorney for Grantor (Name of Deponent Type or Print Legal)

Stephen K. Fellows Attorney at Law (Name of Attorney Type or Print Legal)

PENWAL AFFORDABLE HOUSING CORPORATION (Name of Grantee Type or Print)

BEACH, EICHLER
101 Eisenhower Pkwy, Roseland, NJ

401 Hackensack Avenue
Hackensack, New Jersey

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

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

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

PROJECT / PROGRAM INFORMATION FORM

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

PART A – PROJECT HEADER

Municipality: Borough of Dumont County: Bergen

- Project or Program Name: Saint Mary's Senior Residence, Inc.
- Project Status (check current status and enter date of action for that status) Status Date
  - ☐ Proposed/Zoned
  - ☐ Preliminary Approval
  - ☐ Final Approval
  - ☐ Affordable Units under Construction
  - ☑ Completed (all affordable certificates of occupancy (C.O.) issued) December 2009
  - ☐ Deleted from Plan

  (date approved by COAH)

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

- Project Type : (check one)

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

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

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

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

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

Revised Dec 2012

PART B – PROJECT DETAIL (Complete all applicable sections)

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

Project Address: 258 Washington Avenue

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

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

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

Project Sponsor Name: Domus

Project Developer Name: Domus

Planning Regions: (check all that apply)

☑1 ☐2 ☐3 ☐4 ☐4B ☐5 ☐5B

☐Highland Preservation ☐Highlands Planning Area ☐Pinelands ☐Meadowlands

☐CAFRA ☐Category 1 Watershed

Project Credit Type:(check one)

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

Project Credit Sub-Type: (if applicable)

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

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

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

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

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

☐Reconstruction ☐Part of Redevelopment Plan

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

Type of Waiver: _____

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

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

Number of affordable units under construction: 0

Condo Fee percentage: (if applicable) _____

Affordability Average Percentage:[1] _____

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

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site 0

Number of affordable units created with payment 0

Municipal or RCA funds committed to project 0

Municipal or RCA funds expended 0

Funding Sources (check all that apply)

☑County HOME ☐County Rehab Funds ☐CDBG ☑Federal Home Loan Bank ☐HODAG

☐HUD ☑HUD 202 ☐HUD 236 ☐HUD 811 ☐HUD HOPE VI ☐HUD HOME

☐McKinney Funds ☐Fannie Mae Multi-Family ☐UDAG ☐UHORP

☐USDA-FHA Rural Development ☐USDA-FHA - Section 515 ☐Development Fees

☐Municipal Bond ☐Municipal Funds ☐Payment in Lieu ☐Private Financing ☐RCA

☐Capital Funding ☐Balanced Housing ☐ Balanced Housing – Home Express

☐DCA – Low Income House Tax Credit ☐NPP ☐DCA Shelter Support Services ☐DDD

☐DHSS ☐DHS ☐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)

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

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

Bedroom Distribution of Affordable Units:

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

Completed Units:

Number of affordable units completed in this project 49

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

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

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount 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

Prepared by: Donald F. Micell, Esq.

DEED

This Deed is made on September 16 2008.

69232.01 Deed > 250,000
Kathleen A. Donovan Recording Fee 90.00
Bergen County Clerk
Recorded 09/30/2008 14:26

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

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

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

whose post office address is c/o The Domus Corp., 580 N. 7th Street, Newark, New Jersey, referred to as the Grantee. 07101

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

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

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

The Grantor acknowledges receipt of this money.

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

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

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

SEE SCHEDULE A ANNEXED HERETO AND MADE A PART HEREOF.

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

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

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

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

File Number: 07-LT-0225

SCHEDULE A
LEGAL DESCRIPTION

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

TRACT 1 (Lot 1.02, Block 905)

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

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

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

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

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

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

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

(7) South 64 degrees 11 minutes 13 seconds East, still along the same, 11.68 feet to a point of curvature; thence

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

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

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

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

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

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

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

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

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

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

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

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

Attested by:

By: _____
Very Rev. Robert G. Laferrera
Secretary

ST. MARY'S ROMAN CATHOLIC CHURCH OF DUMONT

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

STATE OF NEW JERSEY, COUNTY OF BERGEN SS.:

I CERTIFY that on September 16th, 2008,

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

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

_____
Notary Public, State of New Jersey

LEOCADIA A. MANUSTCHAK
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/23/2010

RECORD AND RETURN TO:

CARELLA, BYRNE | LAND TITLE AGENCY, INC. | EWART & OLSTEIN
464 Valley Brook Avenue
Lyndhurst, NJ 07071
(201) 804-8844

07-LT-025

#395526 v1

cc: Bldg Dept.
Tax Assessor
Clerk

2015
BOROUGH OF DUMONT
ORDINANCE

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

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

Offered by: Manna
Seconded by: Hayes

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

Susan Connelly

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

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

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

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

1. **Purpose**

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

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

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

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

2. **Basic requirements**

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

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

3. **Definitions**

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

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

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

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

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

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

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

4. **Residential Development fees**

a) Imposed fees

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

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

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

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

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

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

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

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

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

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

5. Non-residential Development fees[1]

a) Imposed fees

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

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

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

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

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

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

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

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

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

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

6. Collection procedures

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

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

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

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

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

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

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

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

i) Appeal of development fees

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

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

7. Affordable Housing trust fund

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

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

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

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

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

8 Use of funds

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

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

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

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

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

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

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

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

9. Monitoring

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

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

10. Ongoing collection of fees

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

James J. Kelly, Mayor

Attest:

Susan Connelly, RMC
Municipal Clerk

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

SUPERIOR COURT OF NEW JERSEY

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

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

DATE: 11-4-15

TO: FAX NO.

Gregg J. Parker, Esq 201-489-0520
Anthony A. DelVecchio, Esq 201-573-9736

FROM: Judge Meehan's Chambers

RE: Dumont BER-L-6065-15

Number of pages including cover sheet 3

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

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

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

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

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

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

ORDERED THAT:

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

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

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

J.S.C.

_____ Opposed

__✓__ Unopposed

PROJECT / PROGRAM INFORMATION FORM

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

PART A – PROJECT HEADER

Municipality: Dumont County: Bergen

• **Project or Program Name:** Landmark Dumont, LLC

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

	Status Date
☑ Proposed/Zoned	2016
☐ Preliminary Approval	
☐ Final Approval	
☐ Affordable Units under Construction	
☐ Completed (all affordable certificates of occupancy (C.O.) issued)	
☐ Deleted from Plan	(date approved by COAH)

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

• **Project Type :** (check one)

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

☐ ECHO Units ☑ 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 ☐ 4B ☐ 5 ☐ 5B

☐ Highland Preservation ☐ Highlands Planning Area ☐ Pinelands ☐ Meadowlands

☐ CAFRA ☐ Category 1 Watershed

Project Credit Type:(check one)

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

Project Credit Sub-Type: (if applicable)

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

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

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

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

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

☐ Reconstruction ☐ Part of Redevelopment Plan

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

Type of Waiver: _____

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

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

Number of affordable units under construction: _____

Condo Fee percentage: (if applicable) N/A

Affordability Average Percentage:[1] N/A

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

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project N/A

Municipal or RCA funds expended N/A

Funding Sources (check all that apply)

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

Effective date of affordability controls: _____

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

Project Contacts: (fill in all that apply)

Administrative Agent: TBD

Property Manager: TBD

Rehab Program Administrator: _____

Other: _____ _____

For Redevelopment Projects:

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

If Yes:

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

PART C – COUNTS

Affordable Unit Counts:

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

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

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

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

Bedroom Distribution of Affordable Units:

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

Completed Units:

Number of affordable units completed in this project 0

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

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

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

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

_____

_____