

**A. AFFORDABLE HOUSING AH-2 ORDINANCE**

**B. AFFORDABLE HOUSING GENERAL ORDINANCE**

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1. Deed Restriction
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**300 Undercliff**

1. Affirmative Marketing Affordability Controls

**341 Undercliff**

1. Deed restriction
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1. Deed

**iPark Development**

1. Redeveloper Agreement
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1. Deed Restriction
2. Developer's Agreement
3. C.O.
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**Winterburn Gardens**

1. Affirmative Marketing Certification
2. Deed Restriction
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1. Developer's Agreement
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**MB Edgewater (143 Old River Road)**

1. Resolution of Approval

**575 River Road**

1. Resolution (to be supplied)

**615 River Road**

1. Agreement

**BOROUGH OF EDGEWATER**

**ORDINANCE #**

**AN ORDINANCE OF THE BOROUGH OF EDGEWATER, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER \_\_ OF THE BOROUGH CODE TO IMPLEMENT AFFORDABLE HOUSING**

**WHEREAS**, pursuant to *N.J.S.A. 40:55D-62b*, the Mayor and Council of the Borough of Edgewater are authorized and empowered to adopt and amend the zoning ordinance of the Borough of Edgewater; and

**WHEREAS**, the Borough further recognizes the continuing need for and its responsibility to maintain its efforts in creating affordable housing within the Borough consistent with the "Fair Housing Act," P.L. 1985, c 222 (C-52:27D-301 et seq.); and

**WHEREAS**, the Mayor and Council have deemed it in the best interests of the Borough to amend the zoning ordinance and adopt the regulations set forth herein to address such efforts; and

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Edgewater, as follows:

§\_\_\_\_\_. **Affordable Housing Zone 2 (AH-2).**

**Section 1. Objectives.**

- A. To provide a realistic opportunity for affordable housing development.

**Section 2. Applicability.**

- A. The following parcels, identified by block and lot, shall be zoned as indicated, and the Borough of Edgewater Zoning Map shall be amended as necessary in accordance therewith:

ADDRESS	BLOCK	LOT
156 UNDERCLIFF AVE	78	3
154-A UNDERCLIFF AVE	78	4
154 UNDERCLIFF AVE	78	4.01
152 UNDERCLIFF AVE	78	5
148 UNDERCLIFF AVE	78	6
114 UNDERCLIFF AVE	78	8
108 UNDERCLIFF AVE	78	9.01
110 UNDERCLIFF AVE	78	9.02
112 UNDERCLIFF AVE	78	10
140-142 UNDERCLIFF	78	12

ADDRESS	BLOCK	LOT
MOUNTAINSIDE	78	13
EDGEWATER ROAD	79	1
EDGEWATER ROAD	79	2.01
EDGEWATER ROAD	79	2.02
EDGEWATER ROAD	79	2.03
EDGEWATER ROAD	79	2.04
EDGEWATER ROAD	79	3
EDGEWATER ROAD	79	4
EDGEWATER ROAD	79	5

- B. Affordable housing units being constructed on site shall meet the requirements of Edgewater's Affordable Housing Ordinance and shall be in conformance with COAH's third round rules at N.J.A.C. 5:94-1 et seq., and the Uniform Housing Affordability Controls at N.J.A.C. 5:80-26.1 et seq., including, but not limited to requirements regarding phasing schedule, controls on affordability, low-/moderate-income split, heating source, maximum rent and/or sales price, affordability average, bedroom distribution and affirmative marketing.
- C. To the greatest extent possible, affordable housing units being provided within inclusionary developments shall be disbursed throughout inclusionary developments and shall be located within buildings designed to be architecturally indistinguishable from the market-rate units otherwise being constructed within the development. To that end, the scale, massing, roof pitch and architectural detailing (such as the selection of exterior materials, doors, windows, etc.) of the buildings containing the affordable housing units shall be similar to and compatible with that of the market-rate units.

**Section 3. Uses.**

- A. Permitted uses.
  - 1. Multi-family residential subject to the provisions of the R-3 zone with a minimum of a 15% set-aside for affordable housing.
- B. Accessory uses.
  - 1. All customary accessory uses.

**Section 4. Bulk Regulations:**

- A. The minimum lot area required shall be 10,000 SF. There shall be no minimum lot width or minimum lot depth requirement.
- B. The remainder of the bulk regulations for multi-family residential shall follow the regulations of the R-3 zone for apartments and townhouses as follows:
  - 1. Minimum Front Yard: 25'
  - 2. Minimum Side Yard: 20'

3. Minimum Rear Yard: 25'
4. Maximum Building Coverage: 40%
5. Maximum Impervious Coverage: 75%
6. Maximum Building Height: 3 residential stories/ 35'
7. Density: 12 du/ac

**Section 5. Signs.**

- A. Signage shall be subject to the requirements of Article XVIII of this Chapter.

**Section 6. Parking and Loading.**

- A. Parking and Loading shall be subject to the requirements of Article XIX of this Chapter.
- B. Structured parking is permitted. The number of parking stories shall not be counted towards the number of stories permitted.

**Section 7. Other provisions superseded.**

- A. In the event of any inconsistency between the provisions of this section and any other section of Chapter 240, the provisions of this section shall prevail.

**Section 9. Planning Board review.**

Upon approval of this Ordinance upon First Reading by the Mayor and Council of the Borough of Edgewater, this Ordinance shall be transmitted to the Planning Board for its review and recommendation.

**Section 10. Severability.**

If any provision or portion of a provision of this ordinance is held to be unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated and shall remain in full force and effect.

**Section 11. Effective date.**

This Ordinance shall take effect immediately upon final publication as required by law.

**Section 12. Repeal of inconsistent ordinances.**

All ordinances and parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

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Michael J. McPartland, Mayor

ATTEST:

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Anna Marie O'Connor, RMC, CMC  
Borough Clerk

INTRODUCED:

ADOPTED:

APPROVED:

## AFFORDABLE HOUSING ORDINANCE

AN ORDINANCE TO REPEAL AND REPLACE Chapter 240, ARTICLE XVI "FAIR SHARE AND MARKETING REGULATION" AND ARTICLE XVII "GROWTH SHARE" IN THE CODE OF THE BOROUGH OF EDGEWATER TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS

**WHEREAS**, in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 & 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), the Borough of Edgewater filed an action for declaratory judgment requesting that the Court declare that the Borough has complied with its constitutional obligation to provide a realistic opportunity for the development of housing that is affordable to low- and moderate-income families and individuals; and

**WHEREAS**, in order to carry out such Constitutional obligation, the Code of the Borough of Edgewater must be amended to include provisions addressing Edgewater's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

**WHEREAS**, this Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units; and

**WHEREAS**, this Ordinance shall apply except where inconsistent with applicable law; and

**WHEREAS**, the Borough of Edgewater Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq.; and

**WHEREAS**, the Housing Element and Fair Share Plan have been endorsed by the governing body; and

**WHEREAS**, this Ordinance implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Edgewater as follows:

**SECTION 1.** Article XVI "Fair Share and Marketing Regulations" of Chapter 240 The Code of the Borough of Edgewater is hereby repealed and replaced with a new Article XVI titled "Affordable Housing and Marketing Regulations: which shall provide as follows:

### Article XVI AFFORDABLE HOUSING AND MARKETING REGULATIONS

#### § 240-147. Affordable Housing Regulations

##### 1. Affordable Housing

- (a) This Ordinance is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist, that are Approved to be created, and to those that may be proposed to be created within the Borough of Edgewater, except where inconsistent with applicable law.
- (b) The Edgewater Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan has been endorsed by the governing body. The Fair Share Plan describes the ways Edgewater shall address its fair share for low- and moderate-income housing as determined by the Court, COAH, or a successor entity and documented in the Housing Element.
- (c) This Ordinance implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:93, as may be amended and supplemented.
- (d) The Borough shall annually provide a status report of the implementation of the Housing Element and Fair Share Plan. which shall be available for public review through the Edgewater Municipal Clerk's Office, 55 River Road, Edgewater, New Jersey

A. Beginning on the first anniversary of the execution of the Settlement Agreement, and on every anniversary of that date through July 1, 2025, the Borough agrees to provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs (DCA), Council on Affordable Housing (COAH) or Local Government Services (LGS), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center (FSHC) and posted on the municipal website, using forms developed for this purpose by DCA, COAH or LGS. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

B. Beginning on the first anniversary of the execution of the Settlement Agreement, and on every anniversary of that date through July 1, 2025, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.

C. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC and any Intervenor, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall provide the opportunity for interested parties to submit comments to the Borough, with a copy to the court, FSHC, and any Intervenor, regarding whether any sites no longer present a realistic opportunity and should be replaced.

Within 30 days of the third anniversary of the execution of the Settlement Agreement, and every third year thereafter until July 1, 2025, as required by N.J.S.A. 52:27D-329.1, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low income requirements, including its family

very-low income requirements. Such posting shall provide the opportunity for interested parties to submit comments to the Borough, with a copy to the court, and FSHC, regarding whether the Borough has complied with its very-low income housing obligation under the terms of the executed Settlement Agreement.

## **2. Definitions**

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

“Accessory apartment” means a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

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

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

“Administrative agent” means the entity responsible for the administration of affordable units in accordance with this ordinance.

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

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

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

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

“Affordable housing development” means a development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Borough’s fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

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

“Affordable unit” means a housing unit proposed or created pursuant to the Act, and/or funded through an affordable housing trust fund.

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

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80 percent of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. The Court, COAH, or a successor entity of Housing and Urban Development

as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

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

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

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

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

### **3. Affordable Housing Programs**

The Edgewater has determined that it will use the following mechanisms to satisfy its affordable housing obligations:

- (a) A Rehabilitation Program.
  1. Edgewater’s rehabilitation program shall be designed to renovate deficient housing units occupied by low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.
  2. Both owner occupied and renter occupied units shall be eligible for rehabilitation funds.
  3. All rehabilitated units shall remain affordable to low- and moderate-income households for a period of 10 years (the control period). For owner occupied units the control period will be enforced with a lien and for renter occupied units the control period will be enforced with a deed restriction.
  4. Edgewater shall dedicate a minimum of \$10,000 for each unit to be rehabilitated through this program, reflecting the minimum hard cost of rehabilitation for each unit.

5. Edgewater shall adopt a resolution committing to fund any shortfall in the rehabilitation programs for The Borough.
  6. Edgewater shall designate, subject to the approval of the Court, COAH, or a successor entity, one or more Administrative Agents to administer the rehabilitation program in accordance with N.J.A.C. 5:93. The Administrative Agent(s) shall provide a rehabilitation manual for the owner occupancy rehabilitation program and a rehabilitation manual for the rental occupancy rehabilitation program to be adopted by resolution of the governing body and subject to approval of the Court, COAH, or a successor entity. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
  7. Units in a rehabilitation program shall be exempt from Uniform Housing Affordability Controls (UHAC), but shall be administered in accordance with the following:
    - i. If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to N.J.A.C. 5:93 and UHAC.
    - ii. If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:93 and UHAC.
    - iii. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:93.
    - iv. Applicant and/or tenant households shall be certified as income-eligible in accordance with N.J.A.C. 5:93 and UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.
- (b) Alternative Living Arrangements.
1. Alternative living arrangements may be used to address a municipal housing obligation by entering into an agreement for the location of such a facility with the provider of the facility or by granting preliminary approval to a developer of an alternative living arrangement.
  2. The unit of credit for an alternative living arrangement shall be the bedroom.
  3. Alternative living arrangements that are age restricted shall be included with the 25 percent that may be age restricted pursuant to N.J.A.C. 5:93-5.14.
  4. Controls on affordability on alternative living arrangements shall remain in effect for at least 10 years. To be eligible for a rental bonus (pursuant to N.J.A.C. 5:93-5.15), controls on affordability shall remain in effect for at least 30 years.
  5. Transitional facilities for the homeless shall not be dormitories and shall have separate bedrooms; those that do not shall have one year to complete the necessary rehabilitation to create separate bedrooms.
  6. Alternative living arrangements shall be subject to § 240-148, Affirmative Marketing.
  7. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and utilizing the regional income limits established by the Court, COAH, or a successor entity.

**4. Inclusionary Zoning**

(a) **Presumptive densities and set-asides.** To ensure the efficient use of land through compact forms of development and to create realistic opportunities for the construction of affordable housing, inclusionary zoning permits minimum presumptive densities and presumptive maximum affordable housing set-asides as follows:

1. For Sale and Rental Developments

i. The 615 River Road Redevelopment Plan provides for a 15% set-aside for rental restricted units and a 20% set-aside for for-sale restricted units and a density of 84 units per acre.

The zoning of the R-5 zone provides for a 15% set-aside for rental restricted units and a 20% set-aside for for-sale restricted units and a density of 35 units per acre for mid-rise housing; and 105 du/ac for high rise housing.

The zoning of the AH-2 zone for Block 89, Lot 4, provides for a 15% set-aside for restricted units and a density of 100 units per acre.

2. At least 13% of the units in any development shall be affordable to very-low income households.

(b) **Use Variance or Rezoning Applications.** Any applications for residential development by way of Use variance or rezoning resulting in 5 units or more shall provide a minimum affordable housing set-aside of 15% set-aside for rental restricted units and a 20% set-aside for for-sale restricted units. Any fraction thereof the developer will multiply that fraction by \$200,000 to be contributed to the Borough's affordable housing trust fund.

(c) **Redevelopment Plans.** Any Redevelopment Plans that include a residential development resulting in 6 du/ac or more shall provide a minimum affordable housing set-aside of 15% set-aside for rental restricted units and a 20% set-aside for for-sale restricted units. Any fraction thereof the developer will multiply that fraction by \$200,000 to be contributed to the Borough's affordable housing trust fund.

(d) **Phasing.** In inclusionary developments, the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

(d) **Design.** In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

(e) **Utilities.** Affordable units shall utilize the same type of heating source as market units within the affordable development.

**5. New Construction**

The following general guidelines apply to all newly constructed developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

(a) **Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:**

1. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
2. At least 13 percent of all restricted rental units within each bedroom distribution shall be very low-income units (affordable to a household earning 30 percent or less of median income). The very low-income units shall be counted as part of the required number of low income units within the development.
3. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units, which percentage shall include the required 13 percent very low-income units.
3. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
  - i. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
  - ii. At least 30 percent of all low- and moderate-income units shall be two-bedroom units;
  - iii. At least 20 percent of all low- and moderate-income units shall be three-bedroom units; and
  - iv. The remaining units may be allocated among two and-three bedroom units at the discretion of the developer.
4. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

**(b) Accessibility Requirements:**

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Sub code, N.J.A.C. 5:23-7.
2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
  - i. An adaptable toilet and bathing facility on the first floor;
  - ii. An adaptable kitchen on the first floor;
  - iii. An interior accessible route of travel on the first floor;
  - iv. An interior accessible route of travel shall not be required between stories within an individual unit;
  - v. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
  - vi. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Sub code, N.J.A.C. 5:23-7, or evidence that the Edgewater has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

- A. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
- B. To this end, the builder of restricted units shall deposit funds within the Borough of Edgewater's affordable housing trust fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
- C. The funds deposited under paragraph B. above shall be used by Edgewater for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
- D. The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of Edgewater.
- E. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Sub code, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Borough's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
- F. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Sub code, N.J.A.C. 5:23-7.

(c) Design

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

(d) Maximum Rents and Sales Prices

- 1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and approved by the Court, COAH, or a successor entity.
- 2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52 percent of median income.
- 3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income rental units shall be affordable to very low-income households, i.e. households earning 30% or less of the median income.

4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.
5. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:
  - i. A studio shall be affordable to a one-person household;
  - ii. A one-bedroom unit shall be affordable to a one and one-half person household;
  - iii. A two-bedroom unit shall be affordable to a three-person household;
  - iv. A three-bedroom unit shall be affordable to a four and one-half person household; and
  - v. A four-bedroom unit shall be affordable to a six-person household.
6. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:
  - i. A studio shall be affordable to a one-person household;
  - ii. A one-bedroom unit shall be affordable to a one and one-half person household; and
  - iii. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
9. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
10. The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed

pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

- (e) Utilities. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

#### **§ 240-148. Marketing and controls for affordable housing units**

**The following general guidelines apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.**

##### **1. Affirmative Marketing Requirements**

- (a) Edgewater shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, COAH, or a successor entity, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- (b) The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 1 and covers the period of deed restriction.
- (c) The affirmative marketing plan shall provide a regional preference for all households that live and/or work in Housing Region 1, comprised of Sussex, Passaic, and Bergen counties.
- (d) The Administrative Agent designated by the Edgewater shall assure the affirmative marketing of all existing and future affordable units consistent with the Affirmative Marketing Plan for the municipality.
- (e) In implementing the affirmative marketing plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- (f) The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.

- (g) The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by Edgewater.

- A. Applications for affordable housing shall be available in several locations, including, at a minimum (list regions county municipal buildings and libraries) ; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.
- B. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Lebanon to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, Supportive Housing Association, and the Central Jersey Housing Resource Center.

## **2. Occupancy Standards**

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

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

- (a) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance until the Edgewater elects to release the unit from such requirements however, and prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, , provided that for any development of five units or more for which an application for development has not been filed as of the date of the adoption of this ordinance, the control period shall be 30 years.
- (b) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- (c) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the administrative agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without restrictions in place.
- (d) At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

- (e) The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- (f) A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

#### **4. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices**

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

- (a) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- (b) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- (c) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- (d) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

#### **5. Buyer Income Eligibility**

- (a) Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
- (b) Notwithstanding the foregoing, however, the Administrative Agent may, upon approval by the Borough Council, and subject to the Court's approval, permit moderate-income purchasers to buy low-income units in housing markets if the Administrative Agent determines that there is an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing and pricing restrictions for low-income units.
- (c). A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
- (d) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit

(including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's certified monthly income.

#### **6. Limitations on indebtedness secured by ownership unit: subordination**

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

#### **7. Capital Improvements to Ownership Units**

- (a) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.
- (b) Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

#### **8. Control Periods for Restricted Rental Units**

- (a) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the Edgewater elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.
- (b) Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County

of Passaic. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

- (c) A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:
  - 1. Sublease or assignment of the lease of the unit;
  - 2. Sale or other voluntary transfer of the ownership of the unit; or
  - 3. The entry and enforcement of any judgment of foreclosure.

#### **9. Price Restrictions for Rental Units: Leases**

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

#### **10. Tenant Income Eligibility**

- (a) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
  - 1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
  - 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
  - 3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.
- (b) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
  - 1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
  - 2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

3. The household is currently in substandard or overcrowded living conditions;
  4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- (c) The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

### **11. Administration**

- (a) The position of Municipal Housing Liaison (MHL) for Edgewater is established by § 71-84 of the Borough Code..
- (b) Edgewater shall designate by resolution of the Council, subject to the approval of the Court, COAH, or a successor entity, one or more Administrative Agents to administer newly constructed affordable units in accordance with UHAC.
- (c) An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court, COAH, or a successor entity. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
- (d) The Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required. The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:
  1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Court, COAH, or a successor entity;
  2. Affirmative Marketing:
    - a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of Edgewater and the provisions of N.J.A.C. 5:80-26.15; and
    - b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
  2. Household Certification:
    - a. Soliciting, scheduling, conducting and following up on interviews with interested households;
    - b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

- c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
  - d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;
  - e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
  - f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Borough when referring households for certification to affordable units.
  - g. Notifying the following entities of the availability of affordable housing units in the Borough: Fair Share Housing Center, the New Jersey State Conferences of the NAACP, the Latino Action Network, Bergen County NAACP, Urban League of Bergen County, Bergen County Housing Coalition, and Supportive Housing Association
3. Affordability Controls:
- a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
  - b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
  - c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Bergen County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit;
  - d. Communicating with lenders regarding foreclosures; and
  - e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
4. Records retention.
5. Resale and re-rental:
- a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental; and
  - b. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.
6. Processing requests from unit owners:
- a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;
  - b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in

additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

- c. Notifying the municipality of an owner's intent to sell a restricted unit; and
- d. Making determinations on requests by owners of restricted units for hardship waivers.

7. Enforcement:

- a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- c. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;
- d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
- f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Borough Council and the Court, setting forth procedures for administering the affordability controls.

8. Additional Responsibilities:

- a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
- b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet any monitoring requirements and deadlines imposed by the Court.
- c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

**§ 240-149. Enforcement of Affordable Housing Regulations**

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

- (b) After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
    - i. A fine of not more than \$1,000 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
    - ii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Edgewater Affordable Housing Trust Fund of the gross amount of rent illegally collected;
    - iii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
  2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.
    - i. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
    - ii. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the

municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

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

#### **§ 240-150. Appeals**

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

**SECTION 2.** Article XVII "Growth Share" of Chapter 240 of the Code of the Borough of Edgewater is hereby repealed and replaced with a new Article XVII titled "Development Fees": which shall provide as follows:

#### **Article XVII DEVELOPMENT FEES**

#### **§ 240-151. Purpose, basic requirements and definitions.**

##### **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, § 8 (N.J.S.A. 52:27D-329.2), and the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH or court-approved spending plan may retain fees collected from nonresidential development.
- (c) This chapter shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8. collection and disposition of mandatory development fees to be used in connection with the Borough's affordable housing programs as directed by the Superior Court and consistent with N.J.S.A. 5:93-1 et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

## **2. Basic requirements.**

- (a) This chapter shall not be effective until approved by the Court.
- (b) The Borough of Edgewater shall not spend development fees until the Court has approved a plan for spending such fees (spending plan).

## **3. Definitions.**

The following terms, as used in this chapter, shall have the following meanings:

"Affordable housing development" means a development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Borough's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

"Council on Affordable Housing or COAH" means the New Jersey Council on Affordable Housing, established under the Fair Housing Act.

"Demolished" means any act or process that renders more than 50% of a structure or building unsafe for human occupancy or use shall be considered demolished for the purposes of this chapter.

"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.

"Development Fee" means funds paid by any person for the improvement of property as authorized by *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., and regulated by applicable COAH rules.

"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 §§ 1, 5 and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

"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.

“Living Space” means all internal areas of a dwelling with a floor-to-ceiling height of greater than six feet, exclusive of garages which are not to be considered as living space.

“Natural Disaster” means a catastrophic event, such as a hurricane, flood, earthquake, volcanic eruption, landslide, blizzard or other natural phenomena that causes extensive human casualties or property damage, or both.

## **§ 240-153. Residential and nonresidential development fees.**

### **1. Residential development fees**

#### (a) Imposed fees.

1. For all residential developments, residential developers shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.
2. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a “d” variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

#### (b). Eligible exactions, ineligible exactions and exemptions for residential development.

1. Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. 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.
3. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced or is expanded, except that expansion of an existing residential structure which increases the living space by less than 20% and/or the volume of the existing structure by less than 20% shall be exempt from paying a development fee. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
4. A dwelling that is constructed as a replacement for a dwelling that was demolished as a result of a natural disaster shall be exempt from paying a development fee. The dwelling that is constructed as a replacement dwelling must be constructed on the same site as the dwelling that was demolished as a result of a natural disaster.

### **2. Nonresidential development fees.**

(a) Imposed fees.

1. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new nonresidential construction on an unimproved lot or lots.
2. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

(b). Eligible exactions, ineligible exactions and exemptions for nonresidential development.

1. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the development fee of 2.5%, unless otherwise exempted below.
2. The fee of 2.5% shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
3. Nonresidential developments shall be exempt from the payment of nonresidential 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.
4. A developer of a nonresidential development exempted from the nonresidential 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 nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
5. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Borough as a lien against the real property of the owner.

**3. 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 nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, State of New Jersey Non-Residential Development Certification/Exemption, to be completed as per the instructions provided. The developer of a nonresidential development shall

complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the nonresidential developer as per the instructions provided in Form N-RDF. The tax assessor shall verify exemptions and prepare estimated 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 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 § 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- (h) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- (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. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
  - 2. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Borough. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

#### **§ 240-154. Affordable Housing Trust Fund.**

##### **1. Establishment.**

- (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 nonresidential 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 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's affordable housing program.
- (c) In the event of a failure by the Borough of Edgewater to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of compliance; or a failure to implement the approved spending plan and to expend funds within the applicable required time period as set forth in *In re Tp. Of Monroe*, 442 N.J. Super. 565 (Law Div. 2015) (*aff'd* 442 N.J. Super, 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Borough of Edgewater, or, if not practicable, then within the county or housing region. Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or remedy the noncompliant condition(s), and upon a finding of continuing and deliberate noncompliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.
- (d) All interest accrued in the Housing Trust Fund shall only be used on eligible affordable housing activities approved by the Court.

## **2. Use of funds.**

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

- (c) At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
- 1 Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.
  - 2 Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income. The use of development fees in this manner shall entitle the Borough to bonus credits pursuant to N.J.A.C. 5:97-3.7.
  - 3 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) The Borough 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% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH'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.

**§ 240-155. Monitoring.**

The Borough shall provide annual reporting of Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, or any other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended.

**§ 240-156. Ongoing collection of fees.**

- (a) The ability for the Borough to impose, collect and expend development fees shall be permitted through the expiration of the repose period covered by its judgment of compliance and shall continue thereafter so long as the Borough has filed an adopted Housing Element and Fair Share Plan with the Court or with a designated state administrative agency, has petitioned for a judgment of compliance from the Court or for substantive certification or its equivalent from a state administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its development fee ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.

- (b) If the Borough fails to pursue its authorization to impose and collect development fees after the expiration of its judgment of compliance 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 § 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320).
- (c) After the expiration of the judgment of compliance, if the Borough does not pursue or obtain continued authorization, the Borough shall not impose a residential development fee on a development that receives preliminary or final site plan approval, nor shall the Borough retroactively impose a development fee on such a development. The Borough will not expend development fees after the expiration of its substantive certification.

### **SECTION 3. REPEALER**

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

### **SECTION 4. SEVERABILITY**

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

### **SECTION 5. EFFECTIVE DATE**

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

15 VALLEY PLACE

**Housing Authority of Bergen County**

(201) 569 7454  
FAX (201) 569-8074  
TDD (201) 569-8539

June 5, 2008

Gregory Franz, Administrator/Assessor  
Borough of Edgewater  
916 River Road  
Edgewater, New Jersey 07020

Re: 15 Valley Place, Edgewater, Affordable Rental Units

Dear Mr. Franz:

Attached for your information and use please find a copy of the advertisement, which will be published beginning Sunday, June 8, 2008 pertaining to the above mentioned development. Applications will be available beginning Monday, June 9, 2008 I am also providing ten copies of the applications which you may distribute. Please feel free to make additional copies if necessary.

Should you have any questions or require further information, please contact me at 201-569-7454, ext. 115. Thank you for your cooperation and assistance.

Very truly yours,



Stephanie Sutera  
Assisted Housing Administrator

attachments

ES:11111 6-11-08

Dear Affordable Housing Applicant:

Thank you for inquiring about affordable rental housing available at 15 Valley Place in the Borough of Edgewater. Because the number of units available is limited, it may be necessary to limit the number of applications reviewed and placement in a unit is often not immediate.

In order to be eligible for an affordable housing unit, you must meet certain income limits as determined by the New Jersey Council on Affordable Housing. Income limits are determined by region. The housing units are located in Region 1 which includes the following counties: Bergen, Hudson, Passaic and Sussex Counties. Income limits can vary from year to year and depend upon the number of persons in the household. The current income limits are:

Number of persons in household	Maximum Annual Income Low - Income Units	Maximum Annual Income Moderate - Income Units
1	26,975	43,160
2	30,829	49,326
3	34,682	55,492
4	38,536	61,658
5	41,619	66,590
6	44,702	71,523

If you believe you fall within these income limits, fill out and submit this application for certification to our office. Also, you must provide all the applicable documentation listed on the attached checklist, including the \$25.00 application fee. Incomplete applications will not be reviewed and will be returned to the applicants. The Housing Authority will determine eligibility and a random selection (lottery) of all eligible applicants will be conducted. Those applicants chosen will be notified by the Housing Authority regarding the unit availability. Applicants who are certified as income eligible by the Housing Authority may then be assigned a unit, depending upon the availability of units. Although you may be qualified as income eligible there is no guarantee that a unit will be available for rent. All eligible applicants that are chosen must also qualify for a mortgage, if they require one.

Should you have any questions or require further information, please the Housing Authority of Bergen County, Occupancy Department at 201-569-7454.

## APPLICATION FOR AFFORDABLE RENTAL HOUSING AT VALLEY PLACE IN THE BOROUGH OF EDGEWATER

APPLICANT NAME:

CURRENT ADDRESS:

CITY, STATE, ZIP CODE:

HOME PHONE:

WORK PHONE:

OTHER:

### HOUSEHOLD COMPOSITION AND CHARACTERISTICS

1. List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the head.

#	MEMBERS FULL NAME	RELATION	BIRTH DATE	SEX	SOCIAL SECURITY #
1		Applicant			
2					
3					
4					
5					
6					

2. Do you expect a change in your household composition?    Yes                  No

Explain if you answered yes.

3. Please identify any special housing needs.

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4. Number of bedrooms requested based on family composition: \_\_\_\_\_



**ASSETS**

1. List all assets for yourself and all other members of your household who will live with you. This will include a home, if you own one, land, cash held in savings and checking accounts or safety deposit boxes, trusts, stocks, bonds, Certificates of Deposit, Money Market, IRAs, etc. Also include the uncompensated portion of any assets disposed of at less than fair market value during the two years before the date of this application.

2.

MEMBER NO.	BANK/FINANCIAL INSTITUTION NAME & ADDRESS	TYPE OF ACCOUNT	ACCOUNT NUMBER	APPROXIMATE VALUE & INTEREST RATE

**PREVIOUS RENTAL HISTORY OR OWNERSHIP HISTORY**

Name and address of your Present Landlord or Current Address:

Telephone:  
 How long have you lived here?  
 Reason for leaving?

Name and address of your Former Landlord or Previous Address:

Telephone:  
 How long did you live there?  
 Reason for leaving?

**EMPLOYMENT HISTORY**

Name and address of Head of Household's present employment:

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

Telephone:  
Supervisor's Name?  
How long have you worked there?

Name and address of spouse's or co-head employer:

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

Telephone:  
Supervisor's Name?  
How long have you worked there?

**APPLICANT CERTIFICATION**

I/we certify that if selected to receive assistance, the unit I/we occupy will be my/our only residence. I/we understand that the above information is being collected to determine my/our eligibility. I/we authorize the owner/manager to verify all information provided on this application and to contact previous or current landlords or other sources of credit and verification information which may be released to appropriate Federal, State, or local agencies. I/we certify that the statements made in this application are true and complete to the best of my/our knowledge and belief. I/we understand that false statements or information are punishable under Federal Law.

Signature of Head of Household

Date:

Signature of Spouse/Co-Head

Date:

Signature of Administrative Agent

Date:

**We Do Business In Accordance With the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). It is Illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin.**

Copies of the following documentation (if applicable) must be provided in order to verify your household income and household composition:

Forms Attached

**1. Personal Identification:**

\* Alien card, passport, birth certificate, social security card for each household member.

- 2. Checking Account - 6 months of statements.
- 3. Savings Account (CD's, IRA's, etc) current statement and current interest rates.
- 4. Bonds.
- 5. Stocks.
- 6. Real Estate (total value minus any outstanding mortgage balance, closing costs, broker's fees)
- 7. Income from real estate or business.
- 8. Six (6) most recent consecutive pay stubs for all employed household members.
- 9. Social Security: S.S. Computer Printout or Award Letter.
- 10. Pension Letter received from pension fund.
- 11. Verification of Temporary Assistance for Needy Families (TANF).
- 12. Verification of Support (Child Support and/or Alimony).
- 13. Verification of Military Pay.
- 14. Workers' Compensation - Letter from Workmen's Compensation.
- 15. Verification of Unemployment Benefits.
- 16. W-2 Federal Tax form (last 3 years).
- 17. 1040 Federal Tax Return (Both front and back) (last 3 years).
- 18. \$50.00 application fee.
- 19. Please fill out where indicated, sign, and return with the application

# Housing Authority of Bergen County

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David F. Sivella  
Executive Director

(201) 569-7454  
FAX: (201) 569-8074  
TDD: (201) 569-8539

October 14, 2008

Brian Rosen  
Rosen Global Partners 126 East 56<sup>th</sup> Street  
New York, NY 10022

Re: 15 Valley Place, Edgewater, NJ

Dear Mr. Rosen:

Attached for your use, as requested, please find copies of advertisements for recent advertising for the above mentioned development.

Please make payment payable to the Housing Authority of Bergen County. Should you have any questions or require further information, please do not hesitate to contact me at 201-569-7454, ext. 115.

Very truly yours,



Stephanie Sutera  
Assisted Housing Administrator

2008 OCT 16 AM 10:50  
BOROUGH OF TENAFLY  
RECEIVED

Attachment

cc: Gregory Franz, Administrator, Borough of Tenafly ✓

25 ROCKWOOD PLACE

SUITE 205

ENGLEWOOD, NJ 07631-4963

AFFORDABLE RENTAL EDGEWATER

Item	Reason	PO	Amount
North Jersey Media Group	Adv 6/08/08	85	2,490.60
Evening Journal	Adv 6/12/08	86	222.78
North Jersey Media Group	Adv 6/13/08	87	565.60
The Evening Journal	Adv 6/12/08	88	200.10
Total			3,479.08

# North Jersey Media Group

**Public Notice Advertising**  
 1 Garret Mountain Plaza  
 PO Box 471  
 West Paterson, NJ 07424  
 973-509-7427

**Remittance Address**  
 Attn.: Cash Department  
 150 River Street  
 Hackensack, NJ 07601-7172

06/01/08 - 06/30/08		BERGEN CNTY HOUSING AUTH.	
\$ 3,104.39	57.99	7/29/2008	
\$ 3,162.38	\$ 0.00	\$ -57.99	\$ 0.00

1 7/1/2008  
 1105767

VOUCHER ADVERTISING INVOICE

**QUESTIONS ABOUT YOUR BILL?**  
 Please contact your  
 Customer Account Specialist  
 at 201-648-3873

**Payee Declaration**  
 I certify that the within invoice is correct in all its particulars; that the described goods or services have been furnished or rendered and that no bonus has been received on account of said invoice.

*S.T. Proskend*  
 Payee Signature  
*Clerk* 7/2/08  
 Title Date

**BERGEN CNTY HOUSING AUTH.**  
 25 Rockwood Pl Suite 205  
 ATTN: GILLIES, JANET  
 Englewood, NJ 07631-4963

All checks should be made payable to: North Jersey Media Group

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

Doc Date	Ad# - Trans#	Description	P. O. Number	Times	Size	Rate	Net
06/08/08	0002346753	RE Rentals Class-EDGEWATER Products: Herald News, The Record		1	4.00 x 105 Li	5.93	2,490.60 ✓
06/13/08	0002346984	RE Rentals Class-APPLICATION Products: Edgewater View		1	4.00 x 70 Li	2.02	565.60 ✓
06/18/08	0002356812	Public Notice- INVITATION carpet replace rebi Products: The Record, The Record		1	1.00 x 82 Li	0.99	81.18
					Affidavit Material	106.18	25.00
04/21/08	P814576	Balance Carried Forward Check 3923					-57.99
					PO# 004516 @ 53.09		
					00 6131 @ 53.09		
					<u>106.18</u>		

**Certification By Receiving Agency**  
 I certify that the above articles have been received or services rendered as stated herein.

## North Jersey Media Group

Attn.: Cash Department  
 150 River Street  
 Hackensack, NJ 07601-7172

**Certification By Approved Officer**  
 I certify that this invoice is correct and just and payment is approved.

Signature

Signature

Title

Date

Title

Date

**The Jersey Journal**  
 Bayonne Journal • El Nuevo Hudson • City Journal  
 Waterfront Journal • Kearny Journal • Secaucus Journal  
 30 JOURNAL SQUARE • JERSEY CITY • NJ 07306  
 (201) 653-1000 • FAX (201) 653-0169  
 FEDERAL ID# 22-0898160  
**ADVERTISING INVOICE and STATEMENT**

06/01/08 06/30/08		HOUSING AUTHORITY BERGEN C	
TOTAL AMOUNT DUE		UNAPPLIED AMOUNT	
\$ 845.76	\$ 0.00	PAYABLE UPON RECEIPT	
CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS
\$ 422.88	\$ 200.10	\$ 222.78	\$ 0.

1	06/30/08	HOUSING AUTHORITY BERGEN CTY 25 ROCKWOOD PL # 110 ENGLEWOOD, NJ 07531-	THE EVENING JOURNAL ASSN P.O. BOX 327 JERSEY CITY, NJ 07303-2327  91 MAYDA AVE  (201) 217-2411
BILLED ACCOUNT NUMBER			
121596			
ADVERTISER/CLIENT NUMBER			
121596			

IF YOU HAVE QUESTIONS REGARDING THIS INVOICE, PLEASE CONTACT:  
 MICHELE STEEL - CREDIT MANAGER - (973)392-1893

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

10	DATE	11	NEWSPAPER REFERENCE	13	14	DESCRIPTION-OTHER COMMENTS/CHARGES	15	16	17	18	19	20
							SALE SIZE BILLED UNITS		TIMES RUN RATE		GROSS AMOUNT	NET AMO.
06/09	0000164918					BALANCE FORWARD EDGEWTR AFFORD RENT	3k 126.00				966.88	
							378.00		0.51		<del>192.78</del>	
						LEGAL AFFIDAVIT					222.78	
06/12	0000016723					EDGEWTR AFF RENT SPA	3k 126.00				30.00	
							378.00		0.45		170.10	200.10
						LEGAL AFFIDAVIT					30.00	
06/26						7/22/07 AD#14825 WAS NOT AUTH					544.00-	
						PREVIOUS AMOUNT OWED:	\$ 966.88					
						NEW CHARGES THIS PERIOD:	\$ 422.88					
						CASH THIS PERIOD:	\$ 0.00					
						DEBIT ADJUSTMENTS THIS PERIOD:	\$ 0.00					
						CREDIT ADJUSTMENTS THIS PERIOD:	\$ (544.00)					

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$ 422.88	\$ 200.10	\$ 222.78	\$ 0.00	\$ 0.00	\$ 845.76

PLEASE REMIT ALL PAYMENTS TO

THE EVENING JOURNAL ASSOCIATION  
 P.O. BOX 327  
 JERSEY CITY, NEW JERSEY 07303-2327

000406803	06/01/08 06/30/08	121596	121596	HOUSING AUTHORITY E
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Borough of Edgewater  
55 River Road  
Edgewater, NJ 07020  
201-9431700

15 VALLEY PLACE

**CERTIFICATE IDENTIFICATION**

Date Issued: 02/25/2004  
Control #: 4833  
Permit #: 20020314

Block: 35 Lot: 21 Qual: \_\_\_\_\_  
Work Site Location: 15 VALLEY PLACE

Owner in Fee: Joseph Castaldo  
Address: 15 Riverview Ave.  
Cliffside Park NJ 07010

Agent/Contractor: Joseph Castaldo  
Address: 15 Riverview Ave.  
Cliffside Park NJ 07010

Telephone: 201 941-2014  
Telephone: 201 941-2014

Lic. No. Bldg. Reg. No.: \_\_\_\_\_ Federal Emp. No.: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_

**[ X ] CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**[ ] CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**[ ] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:

Home Warranty No: \_\_\_\_\_  
Type of Warranty Plan: \_\_\_\_\_  
Use Group: R-2

Maximum Live Load: \_\_\_\_\_  
Construction Classification: \_\_\_\_\_  
Maximum Occupancy Load: \_\_\_\_\_

Certificate Exp Date: \_\_\_\_\_  
Description of Work/Use: Remove drop ceiling, remove wall closer, remove tile floor, remove non-bearing walls, remove debris, Certificate of Occupancy for 1st Floor Apartment

Update Desc. of Work/Use: Move gas meter to outside of house and install three water meters, Plumbing for 15 Valley Place. Remove old wood and bath plaster 1st floor apartment, install new fiberglass insulation and new 5/8" type x fire proof drywall on all walls and ceiling. 1-200 AMP SERVICE. 3-100 AMP SUBPANELS. Remove old roof shingles, install new plywood and re-roof with new shingles

**[ ] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5-17, to the following extent:

- [ ] Total removal of lead-based paint hazards in scope of work
- [ ] Partial or limited time period \_\_\_\_\_ years); see file

**[ ] CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**[ ] CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

*John Candefino*

John Candefino Construction Official

Fees: \$0.00

Paid/ X Check No.: 1265

Collected by: mtv

15 VALLEY PLACE

*R&R*  
SCHEPISI & MCLAUGHLIN, P.A.  
478 SYLVAN AVENUE  
P.O. BOX 1918  
ENGLEWOOD CLIFFS, N.J. 07638

PREPARED BY:  
*[Signature]*  
Aline S. Grossman, Esq.

11:14

**DEED RESTRICTION**  
To Rental Property  
With Covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION is entered into as of ~~October 18~~ <sup>December</sup> 18, 2007

**BETWEEN**

**BOROUGH OF EDGEWATER**, a political subdivision of the County of Bergen, and State of New Jersey having offices at 916 River Road, Edgewater, New Jersey 07020-0120. (hereinafter referred to as the "Municipality");

**THE HOUSING AUTHORITY OF BERGEN COUNTY**, a political subdivision of the County of Bergen, State of New Jersey having offices at 25 Rockwood Place, Second Floor, Englewood, New Jersey

**ROSEN GLOBAL PARTNERS, LLC**, a limited liability company having offices at  
**AND**

**ROSEN GLOBAL PARTNERS, LLC**, a limited liability company of the State of New Jersey having offices at 126 East 56<sup>th</sup> Street, 24<sup>th</sup> Floor, New York, New York 10022 ("Owner"),

40193 NON ABSTRACTED DEED  
Kathleen A. Donovan Recording Fee 80.00  
Bergen County Clerk  
Recorded 04/10/2007 11:49

**WITNESSETH**

**Article 1. Consideration**

In consideration of benefits and right to develop received by the Owner from the Municipality, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in the Deed Restriction, with respect to the land and improvements more specifically described in Article 2 hereof.

**Article 2. Description of Property.**

The Property consists of all of the land and improvements thereon, that is located in the Municipality of Edgewater, County of Bergen and State of New Jersey and designated as Lot 21, Block 35 and known by the street address 15 Valley Place, Edgewater, New Jersey.

BK 09287PG397

Article 3. Affordable Housing Covenants.

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") determined separately with respect for each dwelling unit upon the Property, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of such subchapter, the "Control Period", until the municipality in which the unit is located (the "Municipality") elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least thirty (30) years; provided, however, that:

- 1) Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least ten (10) years; and
  - 2) Any unit that prior to December 20, 2004 receive substantive certification from the Council of Affordable Housing (COAH), was a part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A) Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1 *et seq.*, the "Uniform Controls").
  - B) The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate- income households, and not commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Municipality or its Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deed of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality or its Administrative Agent.
  - C) No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Municipality or its Administrative Agent.

REC 28  
14

- D) The Owner shall notify the Municipality and its Administrative Agent of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E) The Owner shall notify the Administrative Agent and the Municipality and its Administrative Agent within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

**Article 4. Remedies for Breach of Affordable Housing Covenants.**

A breach of the foregoing Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control Rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low- and moderate- income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

BK 09287PG399

IN WITNESS WHEREOF, Owner has hereunto caused this Deed Restriction to be executed by Owners' authorized representative as of the day and year first written above.

WITNESS: MUNICIPALITY  
BOROUGH OF EDGEWATER

[Signature] By: Nancy Merse  
Nancy Merse, Mayor

WITNESS: ADMINISTRATIVE AGENT  
THE HOUSING AUTHORITY OF BERGEN  
COUNTY

[Signature] By: William B. Veale  
Marguerite Neil, Executive Assistant

WITNESS: OWNER  
ROSEN GLOBAL PARTNERS, L.L.C.

[Signature] By: Dan Rosen  
Dan Rosen, Authorized Representative

STATE OF NEW JERSEY :  
:ss  
COUNTY OF BERGEN :

On this 14 day of December, 2006 before me came NANCY MERSE, known and known to me to be the Mayor of the Borough of Edgewater, the Municipality identified in the foregoing Agreement who states that she is duly authorized to execute said Agreement on behalf of the said Municipality, and that she has so executed the foregoing Agreement for the purposed stated therein.

[Signature]

BARBARA RAB  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 6/23/2010

BK09287PG400

2006 DEC 28 A 11:14

STATE OF NEW JERSEY :  
:ss  
COUNTY OF BERGEN :

On this <sup>January 2007</sup> ~~10~~ day of ~~September~~, 2007 before me came ~~William Velez~~ known and known to me to be the ~~EA~~ of the Housing Authority of Bergen County, the Administrative Agent identified as such in the within document, who states that (s)he is duly authorized to execute said Agreement on behalf of the said Municipality, and that (s)he has so executed the foregoing Agreement for the purposed stated therein.

2007  
Jan  
11:14

*Ann Stein*

STATE OF NEW JERSEY :  
:ss  
COUNTY OF BERGEN :

ANN STEIN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES NOVEMBER 7, 2009

On this <sup>December</sup> ~~13~~ day of ~~September~~, 2006 before me came DANIEL ROSEN, known and known to me to be the Authorized Representative of the Rosen Global Partners, LLC, the Owner of the Property who states that he is duly authorized to execute said Agreement on behalf of the said Owner, and that he has so executed the foregoing Agreement for the purposed stated therein.

*Hadassa Freed*

HADASSA FREED  
Notary Public  
State of New Jersey  
My Commission Expires April 23, 2011

BK 09287PG 401

END OF DOCUMENT

ABSTRACTED

15 VALLEY PLACE  
(DANRO)

prepared by:

Philip N. Boggia, Esq.

**DEVELOPER'S AGREEMENT**

**THIS AGREEMENT**, made this 28 day of December, 2004

**BETWEEN:** **BOROUGH OF EDGEWATER**  
A Municipal Corporation of  
the State of New Jersey  
916 River Road  
Edgewater, NJ 07020  
(hereinafter called the "Borough")

**AND:** **ROSEN GLOBAL PARTNERS, L.L.C.**  
Successor in Interest to  
**DANRO CORP.**  
158 East 58<sup>th</sup> Street  
New York, NY 10021  
(hereinafter called the "Developer")

**WITNESSETH:**

**WHEREAS**, the Developer made application to the Planning Board of the Borough of Edgewater for an Amended Site Plan Approval and variances to allow for the construction of thirty-seven (37) residential units and related facilities on the property known as Block 13, Lots 1, 2.01, 2.03, 3, 4, 5.01, 5.02 and 6 as shown on the tax assessment map of the Borough of Edgewater and the address is 1351 River Road, NJ; and

**WHEREAS**, this property was the subject of a prior site plan application and approval before the Edgewater Planning Board in 1980. The applicant, at that time, was known as Danro. The prior approvals provided for the construction of 153 residential

units and related facilities. The Developer and the Borough have been engaged in litigation concerning prior approvals on the subject premises. Conditioned upon the approvals reference herein and the execution of this Developer's Agreement, the Developer has agreed to and does hereby abandon the prior approvals. The Developer wishes to proceed with the development for the amended site plan that was approved by the Planning Board in May, 2003 that consists of a total of thirty-seven (37) residential units and related facilities. The current project approved by the Edgewater Planning Board is memorialized in Resolution No. 5-27-03-5 and all of the terms and conditions set forth in the resolution which are incorporated herein by reference. This project shall be constructed in accordance with the following plans:

- A. Site Plan and related engineering plans prepared by Boswell Engineering Company dated August 12, 2002 consisting of eight (8) sheets with revisions through March 13, 2003.
- B. Conceptual Architectural Drawings prepared by Virgona and Virgona Architects/Planners dated August 12, 2000 consisting of three (3) sheets with revisions through March 13, 2003.

All of the above plans and drawings prepared by Boswell Engineering and Virgona and Virgona Architects, are on file with the Borough of Edgewater and are incorporated herein by reference and made part of this Agreement; and

WHEREAS, the Developer is desirous of entering into a Developer's Agreement with the Borough; and

WHEREAS, the Planning Board of the Borough of Edgewater did grant amended site plan approval and variances at the conclusion of the public hearing held in the Borough of Edgewater on March 24, 2003. Said approval was subject to the posting of the necessary bonds, fees and execution of a Developer's Agreement to be prepared by the Attorney for the Planning Board and such other conditions as are set forth in the Board's Resolution No. 5-27 03-5. The approving Resolution review letters by the Municipal Engineer Planner and minutes for amended site plan approvals are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and, agreements hereinafter contain, it is hereby agreed as follows:

1. The Developer agrees, that all materials, labor, equipment, tools and appliances furnished, provided and supplied in order to complete the improvements for this development and as set forth in the above referenced drawings submitted to the Planning Board of the Borough of Edgewater, all of said work shall be completed in a good, substantial and workmanlike manner, and in strict compliance with the requirements and specifications of the Borough of Edgewater, its Ordinances and Building Code. The development property is shown on said Site Plan designated as Block 13, Lots 1, 2.01, 2.03, 3, 4, 5.01, 5.02 and as shown on the tax assessment map of the Borough of Edgewater; and

2. The Developer agrees to do, in the manner aforesaid, the following work and improvements construct a townhouse/garden apartment residential development

consisting of twenty-nine (29) building unit 'footprints' as shown on the approved site plan, with a maximum of thirty-seven (37) residential units and related facilities. All improvements must be substantially completed within two (2) years from the date of the execution of the Developer's Agreement, or the last approval received from all applicable governmental agencies, whichever is later." The above construction shall be in accordance with all of the requirements and specifications of governmental entities or officials having jurisdiction. The Developer shall provide for adequate surface water drainage during construction of said development project in accordance with the requirements of the Soil Erosion and Sediment Control Plan and the requirements of the Borough Engineer and New Jersey DEP.

3. All the improvements for the development shall be done in strict compliance with the above referenced drawings that were approved by the Planning Board of the Borough of Edgewater. The Developer shall notify the Borough's Construction Code Official at least 24 hours in advance of the construction of the improvements, which shall remain uncovered until inspected and approved by the Borough's Construction Code Official. The Construction Official shall utilize its best efforts to promptly make inspections and issue reports so as not to unreasonably delay the construction of this project. The Construction Code Official shall have the right to reject any of the improvements constructed which do not conform to the approved Site Plans or are not constructed in accordance with the requirements of code and/or regulation. Prior to the issuance of Building Permits, the Developer shall submit, to the Borough Engineer,

Construction Code Official and the Fire Department, the final construction plans for the improvements for which a permit is being sought. Said plans shall be in accordance with the above referenced drawings and shall show all pertinent data concerning the construction of said premises, to wit: grading; grades, size and type of the proposed utilities and their connection into the main systems; location, sizes and grades of driveways, curbs and curb openings; sidewalk, if any; streets; landscaping; lot dimensions and easements, which shall be in accordance with the approved drawings; All on site utilities shall be constructed underground, and shall be in accordance with the specifications and the approval of the respective utility companies; and

4. The Developer shall provide proof to the Borough that the water pressure for this development is adequate for fire fighting purposes at proper volume and pressure to all floors and appropriate locations of the site. In the event the Edgewater Fire Subcode Official determines that additional fire hydrants or pumps are required for such purpose, the Developer, at his own expense, shall install the additional hydrants and pumps subject to the approval of the Fire Subcode Official. The installation of fire safety apparatus, such as hydrants, smoke alarms, sprinkler systems, etc. shall be installed in accordance with all applicable codes and subject to the approval of the Fire Department of the Borough of Edgewater.

5. Prior to the issuance of a building permit, the Developer shall post a Performance Bond in the amount of One Million Twenty-Six Thousand Dollars (\$1,026,000.00). This bond is to insure the payment of the cost of installation of all on

site improvements, in accordance with N.J.S.A. 40:55D-531a (1). The Developer shall provide an endorsement from the Bond Company or lending institution showing that the Borough of Edgewater is a secured party in connection with the requirements of this Agreement. The Performance Bond or letter of credit is to guarantee that all of the site work that is undertaken shall be completed in accordance with the plans approved by the Planning Board and also to guarantee that all site work, including but not limited to on site storm drainage system and sanitary sewer system, landscaping, etc. are constructed on the site as shown on the site plan.

6. The amount of said Performance Guarantee may be increased by the Borough after two (2) years, if the costs of said improvements, which are contemplated, increase. However, upon completion of the installation of the sanitary system and storm drainage systems, the amount of the Performance Bond may be proportionately reduced or released upon application to the Borough and with the approval of the Borough Engineer which shall be in accordance with the provisions of N.J.S.A. 40:55D-53, et seq.

7. Upon completion of said improvements, the Developer shall post a maintenance bond, written by an acceptable surety company licensed to do business in New Jersey, in the amount of fifteen percent (15%) of the cost of all on-site improvements as defined in the Municipal Land Use Law N.J.S.A. 40:55D-53a (2) and contemplated herein. Said maintenance bond shall remain with the Borough for a period of two (2) years from the date a Certificate of Occupancy was issued, however,, if the Developer requires more than one (1) Certificate of Occupancy for each unit, then the

time period shall commence two (2) years from the date the last Certificate of Occupancy for the overall development is issued. Separate Certificates of Occupancy for individual units, whether temporary or permanent, shall not be included or considered as part of the two (2) year period.

8. Developer agrees to deposit in escrow with the Borough the initial sum of \$7,500.00 which shall be used to cover all engineering and professional inspections, that may be required for this development project. The Developer shall also deposit the initial sum of \$5,000.00 to cover the cost of legal fees incurred by the Borough in connection with this project. Said escrow deposit shall be subject to increase in amounts permissible by ordinance, if reasonably required to meet project demands. All initial escrow deposits and legal fees shall be posted at or prior to the time this Agreement is executed. The Borough shall provide Developer with an accounting of the expenditure of said escrow funds. The Borough shall maintain the escrow account in accordance with the provisions of N.J.S.A. 40:55D-53.1.

9. The Developer agrees to install on site storm drainage and sanitary facilities, including manholes, pipes, connections and curblines, landscaping, etc., as shown on the above referenced drawings, all of which shall be provided, installed and laid out in the manner and all on site improvements as defined in the Municipal Land Use Law N.J.S.A. 40:55D-53a (2) and contemplated herein.

10. Prior to the discharge of the Performance Bond referred to above and prior to the issuance of any Final Certificate of Occupancy, the Developer shall submit to the

Borough Engineer a detailed "As Built" site plan prepared and certified by a licensed New Jersey Professional Engineer. The "As Built" Site Plan shall show the exact location, sizes and elevation of all installed improvements, and shall meet with the reasonable requirements and approval of the Borough Engineer.

11. The Developer will indemnify the Borough harmless against any loss or injury, including litigation costs by third parties filed against the Borough, arising from any of the Developer's operations or activities incidental thereto during the construction of this project including allegations of negligence against the Borough. In that regard, the Developer shall provide a public liability insurance policy in the amount of not less than Two Million Dollars (\$2,000,00000) for bodily injury and property damage (combined single limits) CSL. The Developer shall also provide the minimum following coverages:

- (1) Explosion, collapse and underground (XCU) coverage.
- (2) Broad form Comprehensive General Liability (CGL) covering the care, custody and control of rented equipment.
- (3) Workmen's Compensation (statutory limits)
- (4) Auto liability in the amount of \$1,000,000.00 CSL.

Said policy shall carry the Borough of Edgewater and its appropriate officials as named insured and shall insure the Borough against liability and shall include defending the Borough and its officials in any lawsuit for all claims arising from any of the Developer's operations or activities incidental thereto including allegations of negligence against the Borough. The Developer shall submit original Certificates of Insurance to

the Borough Clerk in order for the Developer to comply with the terms of this paragraph.

12. The Developer agrees to comply with all municipal ordinances and the requirements of the Bergen County Soil Conservation District and, in particular, the Borough Ordinance dealing with soil removal. In addition, the Developer shall not remove soil for sale or remove soil and rock from the Municipality without first having complied with applicable Borough

Ordinances. This section shall not prohibit the Developer from importing fill and/or excavating on the site in connection with the construction or alteration of a building or buildings on such premises or conducting the normal grading and shore stabilization incidental thereto, provided that soil and rock are not removed from that site without obtaining a permit. As used herein, the term "soil and rock" shall refer to soil alone or any combination of soil and rock.

13. The Developer agrees to comply with all laws, orders or regulations of the Federal, State, County and Local Government, or any of their respective subordinate agencies, departments or commissions which might apply to the performance of this Agreement or the construction of any improvements upon the property. Further, the Developer agrees to abide by any orders issued by duly constituted officials as may be deemed necessary to protect the public health, safety and welfare. Should blasting and pile driving be required, Developer shall obtain all necessary permits and approvals in connection therewith, and proof of same shall be provided to the Mayor and Council.

Under no circumstances may blasting activities be permitted to take place on weekends and holidays.

14. The Developer shall comply with the reasonable requests of the Mayor and Council and shall take whatever steps are necessary to insure that the construction of this development project will not unreasonably interfere with the adjoining property owners. This may include the limitation of use of certain municipal streets and regulations of the hours other streets may be used for construction vehicles and equipment. In addition, the Developer shall submit a construction schedule to the Building Department outlining the various phases of construction so that the Borough may coordinate the use of municipal streets so as not to unreasonably interfere with the use by Borough residents. The Developer shall notify the Borough at least 48 hours in advance and shall pay all reasonable related costs incurred by the Borough concerning the use and supervision of said streets.

15. The Developer understands and agrees that no permanent Certificate of Occupancy shall be issued for any building or facility constructed until all improvements which would affect that particular building, facility, unit or phase have been substantially completed in accordance with the approved plans, and in compliance with all applicable codes and regulations as inspected by Borough Officials having jurisdiction. The Developer shall not make any changes or modifications without first obtaining the approval of the Planning Board. In the event the DEP requires any revisions to the plans in regard to the river walkway from River Road, the Developer need not return to the

Borough Planning Board unless such revisions result in any change in the footprint of the buildings or the configuration of the internal roadway.

Nothing contained herein shall preclude the appropriate Borough Official from issuing a temporary Certificate of Occupancy for various portions of the building or building floors or parts of the facility or individual units if in his reasonable opinion a temporary Certificate of Occupancy is warranted and can be issued without adversely affecting the health, safety and welfare of the public and provided that all terms and conditions of approval have been complied with as set forth herein. Notwithstanding the foregoing, no certificate of occupancy, either temporary or permanent, shall be issued until all access roads have been constructed and approved.

16. This Agreement is specifically conditioned upon the Developer having obtained Site Plan Approval from the Bergen County Planning Board and having complied with all material conditions of such approval. The Developer shall submit proof as a condition of this Agreement, that Site Plan Approval has been obtained from the Bergen County Planning Board in the form of a Joint Report and Resolution. In the event the Bergen County Planning Board requires any modifications to the ingress and egress Site Plan which has been approved by the Borough Planning, Board, then in that event the Developer must submit the modified plans to the Borough Planning Board for final approval.

17. During the construction of this project, the Developer shall maintain the construction site in a safe condition and shall take appropriate measure to insure the

safety, health and welfare of the residents of the Borough of Edgewater. Furthermore, the Developer agrees to provide for the proper maintenance of all streets situated within the Borough, upon which its construction vehicles travels on a daily basis, to insure that they are clean from dirt and debris which may accumulate from the excavation and construction of this development site. Tires of all construction site vehicles shall be cleaned and tarpaulins placed over trucks before leaving the site. Any fill moved to Borough lands shall be cleaned and placed at approved locations.

18. The Developer shall also pay, a pro rata share of the cost for revisions that must be made to the official tax assessment map of the Borough of Edgewater as a result of this development project. The above cost has been estimated at \$500.00.

19. The Developer shall submit to the Borough for filing and information purposes, all other final approvals required from any other Federal, State or Local Agency, including but not limited to the following:

- (A) Bergen County Planning Board
- (B) Bergen County Soil Conservation District
- (C) NJ DEP Treatment Works Approval
- (D) Edgewater Municipal Utilities Authority Approval

20. The Developer shall be responsible for the payment of fees for sewer connections to the sewerage system of the Borough of Edgewater in accordance with Chapter 212 of the Borough Code and regulations promulgated by the Edgewater

Municipal Utilities Authority, (EMUA). The EMUA shall review and approve the proposed sewer connections and discharges into the sewer system prior to the issuance of a building permit. Developer shall be entitled to a credit in the total amount of the sewer connection fees due for this project from the \$153,000.00 previously paid in connection with the prior approvals for this site.

21. The construction of this project shall reflect the requirements of the Edgewater Planning Board as contained in Resolution No. 5-27-03-5 and the requirements set forth in the review letters issued by the municipal engineer, Larry Palmer, P.E. on August 23, 2004, November 22, 2002 and March 21, 2003. In addition, this project meet the requirements of the municipal planner, Burgis Associates, as set forth in their review letters dated August 26, 2002 and November 25, 2002.

The developer shall provide the details for the following:

- (A) Parking lot paving details
- (B) Soil movement procedures
- (C) Traffic islands, signage, pavement marking
- (D) Driveway and curbs
- (E) Landscaping plan
- (F) Lighting plan
- (G) Sidewalks
- (H) Signage details for entire project
- (I) Retaining wall plan
- (J) Storm drain pipe repair and replacement

22. The Developer shall provide information on subsurface soils, conditions and shall submit a foundation design to the Construction Official for approval prior to the

issuance of a building permit. The Developer shall also submit to the municipal engineer for his approval cross sections and design calculations for any proposed retaining walls prior to the issuance of a building permit.

23. The Developer shall not make any changes to the design of the proposed building without the approval of the Planning Board.

24. The Borough has the right to declare the Developer in default under this Agreement in any one of the following eventualities:

- (A) Developer becomes insolvent;
- (B) Developer makes an assignment for the benefit of creditors;
- (C) A voluntary petition in Bankruptcy is filed by the Developer and not discharged within 30 days;
- (D) An involuntary petition in Bankruptcy is filed against the Developer and Developer is adjudicated Bankrupt and not discharged within 30 days;
- (E) A receiver or receivers are appointed to take charge of the property of Developer and such receiver or receivers are not discharged within ninety days;
- (F) The Developer abandons the construction of the improvement for a period of six (6) months, unless such abandonment is caused by any of the delay items set forth in this Agreement or beyond the control of the developer (Force Majeure).

- (G) The Developer fails to complete all of the above described improvements within two (2) years from the issuance of the full building permit or within any extension authorized by NJSA 40:55D-1 et. seq. unless such delay is caused by acts of God, strikes or other events beyond the Developer's control, then in that event, the time period shall be extended during the pendency of such events'. Any such extension of time shall require an appropriate application by Developer and approval by the Planning Board consistent with statutory requirements.

In the event default is declared by the Borough, the Borough may direct the Construction Code Official upon written notice to the Developer, to place a stop notice on the construction site of the effected site. Further, the Borough may undertake to complete those improvements which are necessary to insure the health and safety of the Borough's residents, or to restore the site, under the terms of the Performance Guarantees.

24. Prior to the disturbance of any soil on the site, the Developer shall furnish an excavating and filling plan to the municipality. Such plan shall be approved by appropriate municipal officials, to wit; either the Borough Engineer or Construction Code Official as the municipality may designate.

25. The Developer shall comply with the requirements of the New Jersey Mandatory Statewide Source Separation and Recycling Act. Prior to the issuance of any permanent Certificate of Occupancy, the Developer shall provide for the collection, disposition and recycling of designated recyclable materials. The location of the garbage

and recycle collection units on the site shall be shown on the plan and must be approved by the Municipal Planner.

26. Developer shall use good faith efforts to negotiate with the property owners immediately to the south in an order to coordinate construction of the river walkway and connection of the river walkway at the eastern end of Developer's property to a river walkway along the two properties immediately to the south of the subject property.

27. In the event the DEP requires any revisions to the plans in regard to the river walkway from River Road, the Developer need not return to the Borough Planning Board unless such revisions result in a change in the footprint of the buildings or the configuration of the internal roadway.

28. Developer shall obtain approval from the Bergen County Planning Board who has primary jurisdiction over the ingress and egress from the site. The Developer shall be required to return to the Edgewater Planning Board if changes to the ingress and egress are required by the Bergen County Planning Board.

29. Developer shall use its best efforts to reach an agreement with the property owner immediately to the south in order to develop a landscaping plan between the existing home on the property immediately to the south and the proposed development on Developer's property. The final landscaping plans for that area of Developer's site shall be subject to approval of the Board's professional planners, Burgis & Associates.

30. Developer shall submit for approval of the Board's engineering consultant, Schoor DePalma, a storm water management report and full design calculation for the proposed segmental block retaining walls.

31. The Board recognizes that the County Planning Board has final jurisdiction over ingress and egress, however, the Developer shall request of the County that they consider the construction of a slip road and slave light as an alternative for a possible future connection to the Carribbean House driveway for lefthand turns.

32. The Board hereby deems all prior approvals granted by the Planning Board for the development of this site to be null and void. The approvals set forth herein shall replace any prior approvals.

33. The Developer agrees that all property taxes that are due the Borough of Edgewater based on the current tax assessments for the 2003 tax year or other applicable years shall be paid in full prior to the issuance of a building permit.

34. As part of this development project, the Developer is obligated to construct affordable housing or provide affordable rental units pursuant to Borough Ordinance and the requirements of the Council on Affordable Housing (COAH). Pursuant to Ordinance No. 1264-2003, the Developer has the option of locating the affordable units offsite within the Borough and subject to approval by the Mayor and Council. However, if the affordable units are located on site, then the Developer must convert the appropriate number of the total units to be constructed into low and moderate housing units. If the units are rentals, then a 2 to 1 credit will be given to the developer. A maximum of thirty-seven (37) units were approved for this site, inclusive of the affordable housing units. It is agreed by and between the parties hereto that satisfaction of the affordable units being provided, which if off-site units shall be required to be located within the

Borough. The parties to this agreement reserve the right to negotiate an alternative plan to satisfy the above COAH obligation. Such alternative plan shall include the number of affordable housing units that are required for this project but in no event shall exceed four (4) units and the appropriate deduction applied if the units shall be rental units whether off site or on site. If the affordable units are not rentals, a total of four (4) affordable units shall be provided.

35. Upon completion of the work, the Developer shall remove all rubbish and debris, scaffolding, temporary construction tools and surplus materials, such as mounds of dirt, and shall leave the site in a clean suitable condition, during construction, the site shall be cleaned regularly to insure that it remains in an acceptable condition; and

36. This Agreement shall be construed in accordance with the laws of the State of New Jersey and shall bind and inure to the benefit of the Borough and the Developer, and their successors and assigns. The individual signing this agreement on behalf of the Developer shall furnish a properly executed document or resolution of the Limited Liability Company, demonstrating their authority to execute this Agreement on behalf of that Limited Liability Company.

37. The Developer, and its successors in interest, shall be obligated to provide unified maintenance for all improvements and facilities as shown on the approved Site Plan.

38. Both parties hereto have entered into this Agreement in good faith and with the desire that this development will be constructed in the Borough of Edgewater. If any

provisions of this Agreement shall be declared invalid or illegal, such provisions shall be deemed deleted and the remaining terms and provisions of the within Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their proper corporate seals to be affixed the day and year first above written.

ATTEST:



BOROUGH OF EDGEWATER

By:

  
NANCY MERSE, MAYOR

ATTEST:



ROSEN GLOBAL PARTNERS, L.L.C.

By:

  
Managing ER

STATE OF NEW JERSEY )  
 )SS.  
COUNTY OF BERGEN )

BE IT REMEMBERED that on this *28* day of *Dec* . 2004, before me the subscriber *[Signature]* of the State of New Jersey, personally appeared who being by me duly sworn, did depose and make proof to my satisfaction that she is the Borough Clerk of the Borough of Edgewater, a Municipal Corporation of the State of New Jersey; that Nancy Merse, Mayor of the Borough of Edgewater; 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 Borough of Edgewater; that deponent well knows that corporate seal of said Municipal Corporation; and that the seal affixed to said Instrument is such corporate seal and by the said Council President, as and for her voluntary act and deed and as and for the voluntary act and deed of the said Borough of Edgewater.

*[Signature]*

Sworn and subscribed to  
before me this *28* day  
of *December* 2004.

*Shirley T. Ullman*



15 VALLEY PLACE

*Schepisi*



**BOROUGH OF EDGEWATER  
RESOLUTION**

COUNCILPERSON	YES	NO	ABSTAIN	ABSENT
BARDINAS			✓	
GALLAGHER	✓			
HOLTJE			✓	
JORDAN	✓			
ROBBIO	✓			
ROSE			✓	

DATE: September 18, 2008

RESOLUTION NO. 06-310

INTRODUCED BY: *Jordan*

SECOND BY: *M. Rose*

**WHEREAS** a Developer's Agreement between the Borough of Edgewater and Rosen Global Partner, LLC (the Developer") requires, pursuant to paragraph 34, that the Developer provide affordable housing u nits consistent with COAH requirements; and

**WHEREAS** the Developer has proposed that its affordable housing obligation of three (3) units, as determined by the Borough's Planner, be satisfied by providing a 3 family home at 15 Valley Place; and

**NOW THEREFORE BE IT RESOLVED** that the Governing Body approves the satisfaction by the Developer if its affordable housing obligation by the deed restriction, for affordable housing purposes, of property at 15 Valley Place, subject to the following Conditions:

1. Adoption by the Borough of a Growth Share Ordinance.
2. Execution by the Developer, the Borough, and its Administrative Agent, the Bergen County Housing Authority, of a deed restriction in accordance with COAH requirements.
3. Approval by the Borough's Planner and Mount Laurel Compliance Officer.
4. Approved by COAH.

I hereby certify that the above resolution was adopted by the Mayor and Council on

9-18-08

*Barbara Rae*  
BARBARA RAE, RMC, CMC  
Borough Clerk

BOROUGH OF EDGEWATER - HOUSING AUTHORITY OF BERGEN COUNTY

AGREEMENT  
ON ADMINISTRATIVE AGENT FOR  
AFFIRMATIVE MARKETING AND AFFORDABILITY CONTROLS

This Agreement is made as of the 1<sup>st</sup> day of April 2006.

BETWEEN The Borough of Edgewater, a municipal corporation of the County of Bergen, State of New Jersey, having offices at 916 River Road, Edgewater, New Jersey, 07020; and  
The Housing Authority of Bergen County, a body politic and corporate of the State of New Jersey, having offices at 25 Rockwood Place, Second Floor, Englewood, New Jersey, 07631, hereinafter called HABC.

WHEREAS, the Council On Affordable Housing, hereinafter called COAH, rules (NJAC 5:93-9.17 and NJAC 5:80-26.1 et seq.), require that the Borough of Edgewater designate an "administrative agent" to be responsible for the affirmative marketing of designated affordable units in the Borough of Edgewater and for insuring that the designated units remain affordable over at least a thirty (30) year term consistent with COAH rules; and

WHEREAS, the HABC has extensive experience in affirmative marketing to low and moderate income households and administering long-term affordability controls on affordable housing; and

WHEREAS, the HABC is willing to cooperate with the Borough of Edgewater to serve as its administrative agent for affirmative marketing and administering of affordability controls.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual covenants hereinafter set forth and intending to be legally bound thereby, the Borough of Edgewater and the HABC agree as follows:

1. The HABC agrees to serve as the administrative agent for the Borough of Edgewater as defined in the rules of COAH and to assume the responsibilities of the administrative agent for any and all affordable housing developed as specified in the Affordable Housing Regulations Ordinance of the Borough of Edgewater.
2. The HABC agrees to administer and ensure that the affirmative marketing of the affordable housing developed and occupied in the Borough of Edgewater is in accordance with the New Jersey Fair Housing Act, COAH rules and the Affordable Housing Regulations Ordinance of the Borough of Edgewater.

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BOROUGH OF EDGEWATER

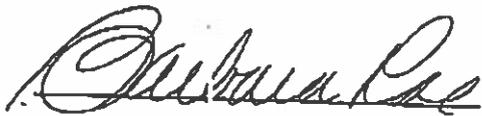
3. The HABC agrees to administer the resale controls for affordable housing for the Borough of Edgewater, in accordance with the New Jersey Fair Housing Act, COAH rules and the Affordable Housing Regulations Ordinance of the Borough of Edgewater.
4. The Borough of Edgewater agrees to comply with the Fair Housing Act, COAH rules, the Agency's uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.), and the Affordable Housing Regulations Ordinance of the Borough of Edgewater.
5. The Borough of Edgewater agrees to provide all pertinent information to the HABC on affordable housing developed in the Borough of Edgewater that needs to be marketed affirmatively and with affordability controls.
6. The Borough of Edgewater agrees to assist the HABC with at least the initial marketing efforts for new affordable housing, including applicant outreach, local advertising and distribution of posters and brochures in accordance with the affordable housing regulations ordinance of the Borough of Edgewater.
7. The Borough of Edgewater hereby designates the Borough Administrator as the liaison to the HABC under this Agreement.
8. The HABC agrees to provide timely information to the Borough of Edgewater as necessary, so that the Borough of Edgewater may comply with monitoring requirements of COAH.
9. The HABC and the Borough of Edgewater agree that reasonable fees may be charged to sponsors, developers and owners of affordable housing, for HABC services, in accordance with the fee schedule of the Housing Affordability Service of the New Jersey Department of Community Affairs. Exhibit A attached.
10. The term of this agreement shall be for five (5) years commencing on April 1, 2006 and ending March 31, 2011 and thereafter may be renewed for intervals of five (5) years.
11. The HABC shall have the right to terminate this agreement if in its determination the Borough of Edgewater has breached or violated the terms of this Agreement. The Borough of Edgewater shall have sixty (60) days from the receipt of this notification in which to correct the breach or violation. If the breach or violation is not corrected to the HABC's satisfaction within the prescribed time, the HABC may terminate this Agreement by giving written notice of termination to the Borough of Edgewater.

In addition, the HABC may also terminate this Agreement with or without cause by providing notice of such intent to the Borough of Edgewater. Such termination shall be effective ninety days (90) after delivery of the termination notice or upon such earlier date, if any, on which the Borough of Edgewater obtains approval of an alternative plan consistent with the procedure in Paragraph 8 of this Agreement.

12. The Borough of Edgewater may request termination of this Agreement by notifying the HABC that it has developed an appropriate plan for ensuring affirmative marketing and maintaining affordability controls under all current applicable regulations. This plan shall be submitted to COAH for review. If the Borough of Edgewater is approved by the HABC and/or COAH, then the HABC shall terminate the Agreement by written notification to the Borough of Edgewater. Such approval shall not be unreasonably withheld.
13. This agreement shall be interpreted and implemented in accordance with the applicable regulations of COAH.
14. The Borough of Edgewater and the HABC agree that this is the entire agreement between the parties and this agreement may not be modified without the express written consent of both parties.
15. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New Jersey in such a fashion as to fulfill the intent and purpose of the New Jersey Fair Housing Act.

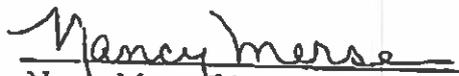
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

WITNESS OR ATTEST:

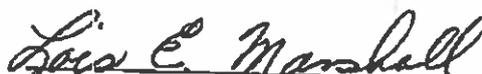


Borough Clerk:

Borough of Edgewater

  
Nancy Merse, Mayor

Housing Authority of Bergen County

  
Jack R. D'Ambrosio, Jr.  
Executive Director  
Lois E. Marshall, Chairman

## FEE SCHEDULE

Upon the sale or transfer of title of each unit, the Housing Authority shall be paid a fee of five hundred dollars (\$500.00), by the developer or the owner of the unit.

Upon the rental of a unit, the Housing Authority shall be paid a fee of three hundred dollars (\$300.00), by the developer or the owner of the unit.

The Housing Authority shall be paid a retainer fee of five hundred dollars (\$500.00) on an annual basis.

The Housing Authority will also collect a fifty dollar (\$50.00) non-refundable application fee from the applicant.

ATTACHMENT A

LIHTC # 500

Prepared By: [Signature]  
Signature  
Jack Warren  
Print Name

Consideration: EXEMPT  
Realty Transfer: EXEMPT  
Fees: 34.00  
Tot: 34.00 By [Initials]

DEED OF EASEMENT AND RESTRICTIVE COVENANT  
FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of March 22, 2000 shall run with the land and is granted by Edgewater Housing Assoc Urban Renewal LP and its successors and assigns (the "Owner") whose principal address is 300 Undercliff Ave., Edgewater, NJ 07020 to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the Carryover Agreement or the IRS Form(s) 8609 for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in the annual amount of \$ 303,818 to be claimed by the Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The 1 building(s), which consist of a total of 31 residential rental units of which 31 are LIHTC units, and which will constitute a qualified housing project as defined in Section 42 of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Ferry Plaza 27 Dempsey Ave. (the "Project") located at 27 Dempsey Ave., Edgewater, NJ 07020 Municipal Tax Map Block No. 45, Lot No. 5.01 in the County of Bergen, New Jersey, and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. 7991 at Page No. 171, being more fully described as set forth in Attachment "A" hereto.
- (2)  If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.

RECORDED - BERGEN COUNTY  
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COUNTY CLERK  
118601

EX 8308 PG 847

- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low income unit fraction or the low income floor space fraction), and as provided by the Owner in its low income housing tax credit application (the "Application") is 100 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5B) below.
- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period on which such buildings are placed in service as a qualified low income housing project, and shall end on the date specified in paragraph (5A) or (5B) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Owner elected to increase the compliance period or extended use period as indicated with an ("X") below:

(A) [ ] If this box is checked, the Owner elected in the 1995 Application to increase the extended use period described in section 42(h)(6)(D) of the Code by an additional \_\_\_ years beyond the expiration of the initial 15-year compliance period described in section 42(i)(1) of the Tax Code, for a total extended use period of \_\_\_\_ years. Therefore, this Covenant shall extinguish at the close of the \_\_\_<sup>th</sup> year after the beginning of the compliance period unless terminated in accordance with the provisions enumerated at section 42(h)(6)(E) of the Code.

OR

(B) [ X ] If this box is checked, the Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("extended compliance period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14<sup>th</sup> year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29<sup>th</sup> year of the compliance period) that the Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45<sup>th</sup> year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended

compliance period because the Agency was unable to present a qualified contract during the one year period of time specified in this paragraph (5)(B).

- (6) The compliance period begins at the same time as the credit period. The Owner elects when to begin the credit period at the time the Owner's first tax return is filed with the Internal Revenue Service. Owner will begin the credit period in 1997.
- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Owner in its Application requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI). The selection of this federal set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.
- (8)  If this box is checked, the Project is also subject to the state set-aside, which is defined in the 1996 Qualified Allocation Plan and was selected by the Owner in its Application. The state set-aside requires that 60 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 50 percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.
- (9)  If this box is checked, a New Jersey non-profit corporation must have some interest in the general partnership or voting membership, or the Project must be owned by a New Jersey non-profit corporation, a limited partnership where the general partner is a New Jersey non-profit corporation or a limited liability company where the voting member is a New Jersey non-profit corporation (as described in the 1996 Qualified Allocation Plan and selected by the Owner in the 1996 Application). Any new owner during the compliance period must qualify under these rules.
- (10)  If this box is checked, the Project is a Special Needs Project as defined in the 1996 Qualified Allocation Plan, and as selected by the Owner in its Application and as such, the Owner must BOTH restrict 2 % of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.

- 3
- (11) [  ] If this box is checked, the Owner is required to make available to tenants of all LIHTC units ~~to~~ appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the 1996 Qualified Allocation Plan, and as selected by the Owner in its Application. Social services may be modified to better address the needs of the low income tenants of the Project upon written approval of the Agency.
- (12) [  ] If this box is checked, the Owner pledged in the Application to employ throughout the compliance period a property manager for the Project who has successfully completed an Agency-approved tax credit certification course.
- (13) [  ] If this box is checked, the Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. The unit amenities are: \_\_\_\_\_  
The project amenities are: \_\_\_\_\_
- (14) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (15) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
- (16) This Covenant shall constitute an agreement between the Agency and the Owner which is enforceable in the courts of the State of New Jersey by the Agency or by an individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (17) Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (18) Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of IRS Form(s) 8609.
- (19) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code including section 42(h)(6)(E)(ii) prohibiting eviction (other than for good cause) of existing low-

income tenants for three years after such termination and prohibiting any increase in the gross rents beyond that permitted under the Code and the regulations promulgated thereunder.

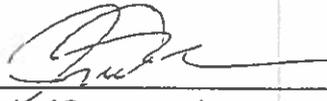
- (20) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (21) In order to enable the Agency to monitor Owner's compliance with these use and occupancy restrictions pursuant to the Code, Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the project during business hours and to inspect and copy all books and records pertaining to the Project.
- (22) Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (23) Owner covenants and agrees that in the event it files for bankruptcy or liquidates or sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (24) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions that may be more stringent than the Code.
- (25) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

Signatures: This Covenant is granted by the Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before  
the undersigned Notary Public or  
Attorney on the date appearing below:

WITNESS (IF INDIVIDUAL, LLC, OR PARTNERSHIP) OWNER: Edgewater Housing Assoc. Urban Renewal LP

Beth Ann Gorman

By:  3/23/00

Authorized Representative  
Executive Director, Edgewater Housing  
Jack Warren, Managing Agent Authority  
(Print Name, Title, Organization)

ATTEST (IF A CORPORATION)

OWNER: \_\_\_\_\_

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President (Corporation)

\_\_\_\_\_  
(Print Name)

SCHEDULE A-5

File No. LX-000475-96

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

BEGINNING at a point in the northeasterly line of Dempsey Avenue (62 feet wide) said point being distant the following courses and distances as measured along said line of Dempsey Avenue from its intersection with the westerly line of River Road;

- a. North 66 degrees 19 minutes 54 seconds West, 58.49 feet; thence
- b. North 52 degrees 44 minutes 09 seconds West, 86.22 feet to the point of BEGINNING; running thence
1. Still along the northeasterly line of Dempsey Avenue, North 52 degrees 44 minutes 09 seconds West, 100.00 feet to the southeasterly line of Lot 4, lands now or formerly of Windjammer Associates Limited Partnership; thence
2. along said southeasterly line, North 37 degrees 15 minutes 51 seconds East, 191.11 feet to the southwesterly line of said Lot 4; thence
3. along said southwesterly line and along the southwesterly line of Lot 3 lands now or formerly of said Windjammer, South 55 degrees 06 minutes 37 seconds East, 100.09 feet to the northwesterly line of Lot 5, lands now or formerly of Anchor Savings Bank; thence
4. along said northwesterly line, South 37 degrees 15 minutes 51 seconds West, 195.26 feet to the point of BEGINNING.

(For Information Only) Being Lot(s) 5.01 Block 45 on the Tax Map of the Borough of Edgewater, New Jersey.

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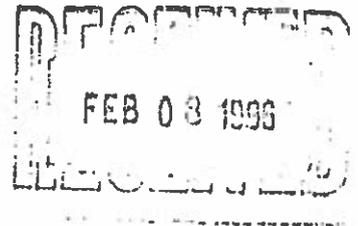
-BK-799 | PG | 72



THERESA MCPARTLAND  
BOROUGH CLERK

BOROUGH OF EDGEWATER  
COUNTY OF BERGEN  
STATE OF NEW JERSEY

AREA CODE 201-943-1700



February 6, 1996

Mr. Jack Warren, Director  
Edgewater Housing Finance Corp  
c/o Edgewater Housing Authority  
300 Undercliff Avenue  
Edgewater NJ 07020

Dear Jack:

Enclosed find resolution passed by the Mayor and Council at their February 6, 1996 meeting concerning the construction of Senior Citizen Housing.

Sincerely,

Theresa McPartland  
Borough Clerk

RESOLUTION AUTHORIZING THE BOROUGH OF EDGEWATER  
TO ENTER INTO A CONTRACT WITH  
THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
CONCERNING THE CONSTRUCTION OF  
SENIOR CITIZEN HOUSING

WHEREAS, The Borough of Edgewater desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for the construction of affordable housing units for senior citizens; and

WHEREAS, the sponsor/developer will be the Edgewater Housing Finance Corporation;

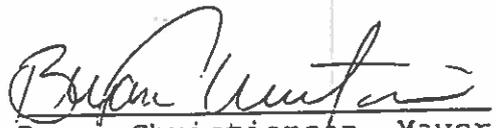
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Edgewater as follows:

1. That the Mayor and Clerk are authorized to execute a contract with the Department of Community Affairs entitled "Grant/Loan Agreement" and related documents relative to the construction of a new senior citizen housing facility and related offices.

2. That the Borough of Edgewater, by the authorization set forth above commits to this project subject to final review and approval of legal documents by the Borough Attorney.

3. That the Mayor and Clerk, whose names and titles appear below, are authorized to sign necessary agreements approved by the Borough Attorney.

Borough of Edgewater

  
Bryan Christiansen, Mayor

ATTEST:

  
Theresa McPartland, Clerk

CERTIFICATION

The foregoing Resolution was duly adopted at a regular meeting of the Borough of Edgewater held on the 20th day of February, 1996 at the Municipal Building, 916 River Road, Edgewater, NJ 07020.



Theresa McPartland, Clerk

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOROUGH OF EDGEWATER COUNCIL ON THE 20TH DAY OF FEBRUARY 1996.



Theresa McPartland, Clerk



Borough of Edgewater  
916 River Road  
Edgewater NJ 07020  
201-943-1700

27 DENVERSEY AVE.

# CERTIFICATE

IDENTIFICATION

Date Issued: 01/19/1998  
Control #: 1816  
Permit #: 97006

Block: 45 Lot: 501  
Work Site Location: 27 DENVERSEY AVE  
Qualification Code:

Home Warranty No:  
Type of Warranty Plan:  
Use Group: R-2  
 State  Private

Owner in Fee: EWTR HOUSING ASSOC. LRNB REN LP

Maximum Live Load:

Address: 300 UNDERCLIFF AVE

Construction Classification:

EDGEWATER NJ 07020

Maximum Occupancy/Load:

Telephone: 201 481 1677

Certificate Exp Date:

Agent/Contractor:

Description of Work/Use:

FOOTING AND FOUNDATION ONLY FOR 31  
UNIT SENIOR CITIZEN HOUSING

Telephone:

Lic. No./Bkts. Reg No.:

Federal Emp. No.:

Social Security No.:

## CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

## CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

Total removal of lead-based paint hazards in scope of work  
 Partial or limited time period (\_\_\_\_ years); see file

## CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_ or will be subject to fine or order to vacate:

## CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

*John Carullo*  
John Carullo Construction Official

U.C.C.260 (rev. 3/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees \$0.00

Paid/ Check No. \_\_\_\_\_

Collected by: \_\_\_\_\_

**PROJECTS OR PROGRAMS ADDRESSING A NEW CONSTRUCTION OBLIGATION**  
 (Complete a form for each project or program that is addressing the new construction obligation)

**PART A – Complete for all projects and programs**

Municipality: Edgewater Boro County: Bergen  
 Project or Program Name: 27 Dempsey Avenue – Age Restricted

**Project / Program Type (circle one)**

- |                               |                                    |                                |
|-------------------------------|------------------------------------|--------------------------------|
| Inclusionary                  | Assisted Living Facility           | Alternative Living Arrangement |
| Accessory Apartment           | Credits without Controls           | Buy – Down                     |
| <u>100 Percent Affordable</u> | Municipally-Sponsored Rental Units | ECHO RCA                       |

**Credit Type (circle one)**

- |                |                            |                |     |                               |
|----------------|----------------------------|----------------|-----|-------------------------------|
| Prior-cycle    | <u>Post-1986 completed</u> | Proposed/Zoned | RCA | Municipal Partnership Program |
| Rehabilitation | Unmet Need                 |                |     |                               |

**Project Status (circle current status; complete date for all actions)**

- |  |  |
|--|--|
| Proposed/Zoned   | <u>Completed (all affordable certificates of occupancy (C.O.) issued or all RCA funds transferred)</u> |
| Preliminary Approval                                   |  |
| Final Approval   |  |
| Under Construction or partial RCA payments transferred |  |
| Deleted from Plan<br>(date approved by COAH) _____ )   |  |

Date of Action

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 02/01/98  
 \_\_\_\_\_

<b>Total units in project or program</b>	<b>31</b>	<b>Market units</b>	_____	<b>Affordable units</b>	<b>31</b>
Number of affordable units certified by COAH for credit			10		
Current number, if different than certified number			_____		
Excess affordable age-restricted units			21		
Surplus affordable units (not in plan)			_____		
Affordable units under review by COAH			_____		

**PART B – Complete for New Construction Projects** (for accessory and buy-down programs, complete applicable sections)

Project Address: 27 Dempsey Avenue

Project Block/Lot (list all) 45/5.01

Project Acreage: 0.44 Project Density (units per acre): 70

**Planning Area** (circle all that apply)

- 1 2 3 4 4B 5 5B  
Highland Preservation Highlands Planning Area Pinelands Meadowlands  
CAFRA Category 1 Watershed

**Construction Type** (circle one)

- Newly Created Reconstruction (gut rehabilitation) Conversion

**If an Inclusionary project, identify type** (circle one)

- Units constructed on-site Units constructed off-site Combination Contributory Growth Share

**For Contributory Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Paid to date \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

Use of payment in lieu (circle all that apply) RCA Rehabilitation Units built off-site in municipality  
Partnership Program Other \_\_\_\_\_

**If an Alternative Living Arrangement project, identify type** (circle one)

- Transitional Facility for the Homeless Residential Health Care Facility Congregate Living Facility  
Group Home Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

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

- Low Income Housing Tax Credit Balanced Housing Balanced Housing Home Express  
UHORP MONI HUD 202 HUD 811 HUD HOPE VI Payment in Lieu  
Federal Home Loan Bank, Affordable Housing Program Private Development Fees Other BCED - Block GRANT

**Breakdown of Affordable Units**

Total non-age-restricted	_____	Sales	_____	Rentals	<u>31</u>	Total age-restricted	10	Sales	_____	Rentals	10
(30% of median income)	_____	very low	_____		<u>19</u>		_____	very low	_____		<u>19</u>
(50% of median income)	_____	low	_____		<u>12</u>		_____	low	_____		<u>12</u>
(80% of median income)	_____	mod	_____		_____		_____	mod	_____		_____

**Bedroom Distribution**

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	<u>19</u>	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	<u>12</u>	2 bedroom mod	_____	3 bedroom mod	_____

**Completed Units**

Number of affordable units completed 31      Number of market units completed \_\_\_\_\_

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

Length of Affordability Controls (in years) 40

First Certificate of Occupancy issued (year) 1998      Final Certificate of Occupancy issued (year) 1998

Project Waiver granted      yes      no      Type \_\_\_\_\_

Condo Fee percentage (if applicable) \_\_\_\_\_

**Affordability Average \***      100%

Project / Program Sponsor      Edgewater Housing Association Urban Renewal LP

Project Developer      Edgewater Housing Association Urban Renewal LP

Administrative Agent      Jack Warren

**PART C - For Regional Contribution Agreements (RCA)**

(Receiving municipality will submit detailed project and unit information)

RCA Receiving Municipality \_\_\_\_\_

Number of units transferred \_\_\_\_\_      Cost per unit \_\_\_\_\_

Total transfer amount \_\_\_\_\_      Amount transferred to date \_\_\_\_\_

\* "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.

# DEED

This Deed is made on August 14, 1995  
BETWEEN HOUSING AUTHORITY OF THE BOROUGH OF EDGEWATER

Municipal Corporation of the State of New Jersey  
having its principal office at 300 Undercliff Avenue, Edgewater, New Jersey 07020

REFERRED TO AS THE GRANTEE  
AND THE EDGEWATER HOUSING FINANCE CORPORATION, A Non-Profit Corporation of the State of New Jersey

whose post office address is 300 Undercliff Avenue, Edgewater, New Jersey 07020

IN WITNESS WHEREOF, the Board of Directors of the Housing Authority of the Borough of Edgewater, New Jersey, has caused this Deed to be signed by its duly authorized officers and its seal to be hereunto affixed, and the same to be attested by its Secretary, on this 14th day of August, 1995.

1. Transfer of Ownership. The Grantee grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. The transfer is made for the sum of TWO HUNDRED SIXTY-FIVE DOLLARS (\$265.00) (Two Hundred and Sixty-Five and 00/100ths Dollars). The Grantee acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-11) Municipality of Edgewater  
Block No. 55 Lot No. 5-01

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 Edgewater, County of Bergen and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof (check box if applicable).

Being and intended to be the same real property set forth in the Declaration of Taking filed with the Superior Court of New Jersey, and recorded in the Bergen County Clerk's Office on August 14, 1995 as Instrument No. 081398.

*Kathleen A. Brown*  
COUNTY CLERK

105286

96 AUG 21 AM 9:22

(For Member's Use Only)

Signature: *[Signature]*  
T.A. MARIN, ESQ.

INFO: Deed, Return and file  
with County's Assessor's Office  
or with County's Assessor's Office  
or with County's Assessor's Office  
Page 1 of 1

BK 7904 PG 19

9603274600

All that certain tract, lot and parcel of land situate in the Borough of Englewood, County of Bergen and State of New Jersey, being more particularly described as follows:

beginning at a point in the Northeastly line of Dempsey Avenue (21' E.O.W.), said point being distant the following courses and distances as measured along said line of Dempsey Avenue from its intersection with the Westerly line of River Road,

- a North 86 degrees 19 minutes 54 seconds West 58 60' thence
- b North 52 degrees 44 minutes 00 seconds West 88 72' feet to the point of beginning running thence
- (1) S(1) along the Northeastly line of Dempsey Avenue North 12 degrees 46 minutes 00 seconds West 100 00 feet to the Southwestly line of Lot 6, lands now or formerly of Vinodumar Associates Limited Partnership, whence
- (2) Along said Southwestly line of North 37 degrees 13 minutes 51 seconds East 192 22 feet to the Southwestly line of said Lot 4, thence
- (3) Along said Southwestly line and along the Southwestly line of Lot 3 lands now or formerly of said Vinodumar 53 degrees 06 minutes 57 seconds East 100 00 feet to the Northeastly line of Lot 3, lands now or formerly of Anchor Savings Bank, thence
- (4) Along said Southwestly line South 37 degrees 13 minutes 51 seconds West 195 26 feet to the point of beginning.

Course: described herein in accordance with "Final Plat Lots 2, 3, 4, 5 - Block 25 ... prepared by Andre Schurz, L.S. Bucksassack, NY dated 9 September 1994 and revised through 3 October 1994.

*any*

The street address of the Property is: 27 Dempsey Avenue, Edgewater, New Jersey 07020

4. 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. (Print name below each signature.)

Witnessed or Attest:

*Jack Warren*  
JACK WARREN  
Secretary

*Barbara Hoinash*  
BARBARA HOINASH  
President

STATE OF NEW JERSEY, COUNTY OF BERGEN  
I CERTIFY that on August 20, 1996

BARBARA HOINASH and JACK WARREN

personally came before me and stated to my satisfaction that the person (or if more than one, each person) named in the foregoing is the person (or persons) who executed the Deed as

(b) was authorized to execute the Deed as President of The Housing Authority of the Borough of Edgewater the entity named in the Deed;

(c) to make this Deed for \$ 265,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:16-3.3 and

(d) executed this Deed as the act of the entity.

RECORDED AND RETURNED TO:  
Paul Montecallo  
MONTICALLO & FARRINGTON, P.C.  
294 Union Street  
Haddonfield, New Jersey 07601

(Print name and title below signature)  
PAUL MONTICALLO, An Attorney at Law  
of the State of New Jersey



Charge *Gr. off.*  
CONSTITUTIONAL: 75.00 REALTY FEE: 1,100.00  
TRANSFER FEE: 47.50 REGD. FEE: 21.00  
ADD. FEE: 17.25

**Fee**

TOTAL: 1,184.20 NET. RECP: 1,172.00

This Deed is made on July 30, 1997,  
BETWEEN EDGEWATER HOUSING FINANCE CORPORATION

non-profit  
corporation of the state of New Jersey  
having its principal office at 300 Undercliff Avenue, Edgewater, New Jersey 07020,

referred to as the Grantor,  
AND EDGEWATER HOUSING ASSOCIATES URBAN RENEWAL, L.P.,

whose post office address is 300 Undercliff Avenue, Edgewater, New Jersey 07020,

referred to as the Grantee

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

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of TWO HUNDRED SIXTY FIVE THOUSAND AND NO/100 ----- (\$265,000.00) ----- DOLLARS  
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-11) Municipality of Edgewater  
Block No. 45 Lot No. 5 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 Edgewater County of Bergen and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof (check box if applicable).

Being and intended to be the same premises by which title was vested in the Housing Authority of the Borough of Edgewater by Declaration of Taking dated March 8, 1995, recorded May 1, 1995 in the Bergen County Clerk's Office in Deed Book 7811, Page 657.

Being and intended to be the same premises by which title was vested in The Edgewater Housing Finance Corporation, a non-profit corporation, by Deed from The Housing Authority of the Borough of Edgewater, dated August 20, 1996, recorded August 21, 1996 in the Bergen County Clerk's Office in Deed Book 7904, Page 119.

*Paul Marino*  
COUNTY CLERK

RECORDING BERGEN COUNTY

092489

97 JUL 31 PM 1:51

Prepared by (print signer's name below signature)

PAUL MARINO, ESQ.

(For Recorder's Use Only)

HEMP - David Bergius and Blair Corp. are Unimark's Corp. to Sell or Corp. (New Jersey 07020)

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1997 JUL 31 1:51

File No. LX-000475-96

SCHEDULE A-5

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

BEGINNING at a point in the northeasterly line of Dempsey Avenue (62 feet wide) said point being distant the following courses and distances as measured along said line of Dempsey Avenue from its intersection with the westerly line of River Road:

- a North 66 degrees 19 minutes 54 seconds West, 58.49 feet; thence
  - b North 52 degrees 44 minutes 09 seconds West, 86.22 feet to the point of BEGINNING;
1. Still along the northeasterly line of Dempsey Avenue, North 52 degrees 44 minutes 09 seconds West, 100.00 feet to the southeasterly line of Lot 4, lands now or formerly of Windjammer Associates Limited Partnership; thence
  2. along said southeasterly line, North 37 degrees 15 minutes 51 seconds East, 191.11 feet to the southwesterly line of said Lot 4; thence
  3. along said southwesterly line and along the southwesterly line of Lot 3 lands now or formerly of said Windjammer, South 55 degrees 06 minutes 37 seconds East, 100.09 feet to the northwesterly line of Lot 5, lands now or formerly of Anchor Savings Bank; thence
  4. along said northwesterly line, South 37 degrees 15 minutes 51 seconds West, 195.26 feet to the point of BEGINNING.

(For Information Only) Being Lots 5-01 Block 45 on the Tax Map of the Borough of Edgewater, New Jersey.

EX 1991 PG 172

ABSTRACTED

The street address of the Property is: 27 Dempsey Avenue, Edgewater, New Jersey 07020.  
4. Signatures. This Deed is signed and sized to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed. (Print name below each signature.)  
Witnessed or Attested by:

*Margaret Jones*  
MARGARET JONES, Acting Secretary  
STATE OF NEW JERSEY, COUNTY OF BERGEN  
I CERTIFY that on July 10, 1997,  
LOIS LIPTON  
By: *Lois Lipton*  
LOIS LIPTON, President

personally came before me and stated to my satisfaction that this person (or if more than one, each person):  
(a) was the owner of the attached Deed;  
(b) was authorized to and did execute this Deed as President of The Edgewater Housing Finance Corporation,  
(c) made this Deed for \$265,000.00 as the full 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), and  
(d) executed this Deed as the act of the entity.

RECORD AND RETURN TO:

Paul Marino, Esq.  
Bisignotti, Marino & Montecello,  
294 Union Street  
Hockensack, New Jersey 07601.

(Print name and title below signature)  
PAUL MARINO, ESQ.  
An Attorney-at-Law of the  
State of New Jersey

1997- Deed - Bergen and Rob  
County - Bergen  
Public Landings 1413

BM 799156173

END OF DOCUMENT

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(800) 772-2800 Page 2

Applicant

**ZONING BOARD OF ADJUSTMENT  
OF THE BOROUGH OF EDGEWATER**

**RESOLUTION OF MEMORIALIZATION AS TO  
OFFICIAL ACTION APPROVING VARIANCES  
AND SUB-DIVISION**

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**In the Matter of the Application of 38 COAH  
ASSOCIATES, LLC for Variances and Site  
Plan Approval as to Block 74, Lot 1.02  
BASD-08/012**

---

**WHEREAS, 38 COAH ASSOCIATES, LLC ("Applicant") has made an application ("Application") to the Board of Adjustment of the Borough of Edgewater ("Board") and submitted plans for a simple subdivision requiring a D(5) density variance and two C variances for lot width and lot area and such other variances and waivers deemed necessary to enable the Applicant to subdivide the 59,494 square foot property identified as Block 74, Lot 1.02, as shown on the Tax Assessment Map of the Borough of Edgewater, located at the corner of Vreeland and River Road, which Property is owned by the Applicant into two separate lots; and**

**WHEREAS, the Property is located in the "R-4 Multi-Family District" land use area. The proposed use is permitted in this zone; and**

**WHEREAS, on December 7, 2005 the Board of Adjustment adopted a Resolution approving the request of the then owner of the property to excise the use restriction on the property prohibiting the residential development of the subject site; and**

**WHEREAS, on June 24, 2008 the Board adopted a Resolution approving the request of the owner of the property to construct a 39 unit multi-family dwelling on the subject property;**

and

**WHEREAS**, following a completeness hearing determination and that the Applicant's notice(s) were sufficient, a public hearing was held December 3, 2008; and

**WHEREAS**, the Applicant presented testimony by:

Mr. George Casciano, a licensed engineer and professional planner, who was qualified as an expert in the aforementioned fields; and

Shergoh Atkilani, Director of Development for the applicant; and

**WHEREAS**, the Applicant was represented by David Carmel, Esq.; and

**WHEREAS**, members of the public were given the opportunity to question Applicant's witnesses and also to express their respective concerns and voice their respective objections to the Application; and

**WHEREAS**, the following documents were submitted into evidence;

A-1 Minor Subdivision Plan

A-2 Preliminary Site Plan

A-3 Preliminary Site Plan, Level One.

**WHEREAS**, the Board is in receipt of memorandum report from the planner, Kathryn M. Gregory of Gregory Associates.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Adjustment of the Borough of Edgewater that the following findings of fact and conclusions are made or reached, respectively by the Board:

- (1) That all of the "Whereas Recitals" set forth above are incorporated as if set forth at length herein, as part of the Board's findings.

- (2) That the Application, plans and documents submitted to the Board accompanying same are made as part of the record.
- (3) The property in question is located at the corner of Vreeland Avenue and River Road and currently contains a vacant industrial building (the former Alcoa Factory) and a semi-public/passive park on Undercliff Avenue.
- (4) Block 74, Lot 1.02 (the "Site") is approximately 59,494 S.F. (1.37 acres) in area and is situated in the R-4 Multi-Family Residential Zoning District. Residential uses are permitted in this zoning district. However, this property was previously restricted by deed, to prohibit the construction of residential units upon the site.
- (5) The Zoning Board of Adjustment, by resolution dated December 5, 2005, granted excision of the prior deed restriction thereby allowing the construction of the proposed residential low-income housing units.
- (6) The Zoning Board of Adjustment by Resolution dated June 4, 2008, approved the application for a 39 unit multi-family dwelling on the western portion of the property.
- (7) George Casciano, a licenced municipal planner and engineer, who was accepted as an expert by the Board in said field, testified in detail as to the application. Mr. Casciano testified that the applicant is not requesting any changes or amendments to the approvals granted on June 4, 2008. That the purpose of the subject application is solely for a simple subdivision to divide the property into two lots; the easterly lot to be 43,181 square feet and the westerly, which would include the 39 unit multi-family dwelling, to be 16,313.2 square feet. Mr. Casciano reminded

the Board of his May 2008 testimony that the proposed structure would all be COAH Housing and that COAH Housing is an inherently beneficial use that should be encouraged, wherever possible in Edgewater. That the proposed subdivision does not negatively impact the surrounding neighborhood or significantly change the approvals previously granted.

- (8) Kathryn Gregory, the Board's Planner opined that although the subdivision changed the density for the dwelling on the proposed smaller lot; in reality it is the exact project approved by the Board in June of 2008. In essence, the subdivision line changes the bulk calculations for the project, but nothing else. The subdivision request, when viewed within the totality of the project, does not change or alter the prior approval given on this property. The Board was persuaded by and accepted Ms. Gregory's rationale.
- (9) Mr. Alkilani testified that the reason for the subdivision request related totally to financing: That lending institutions were reluctant to advance financing on a project, that involved phases whereby one building was to be renovated while a second building on the same lot was to remain dormant until an unspecified later date. The Board accepted Mr. Alkilani's testimony.
- (10) The Board further finds and concludes that the Site Plan meets the Borough's requirements for Minor Subdivision Applications.

**NOW, THEREFORE, BE IT RESOLVED**, based on the foregoing findings and conclusions, that the Board memorializes its action of December 7, 2008, and grants the Application for subdivision approval as contained in this Resolution subject to the following