

Prepared by: Robert Montecallo, Esq.

**DEVELOPER'S AGREEMENT**

THIS AGREEMENT, made this 18 day of APRIL, 2011

**BETWEEN:**

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

**AND:**

**38 COAH ASSOCIATES, LLC**  
Block 74, Lot 1.02, Located at Vreeland Avenue  
and River Road  
Edgewater, New Jersey 07020  
(hereinafter called the "Developer")

**WITNESSETH:**

**WHEREAS**, the Developer made application to the Zoning Board of Adjustment of the Borough of Edgewater (hereinafter, the "Board") to permit the development of a portion of the premises for the construction of 39 low/moderate income housing units. The approval for this development project was granted by the Edgewater Board of Adjustments and memorialized in Resolutions No. BACV-05/008, BASP-06/013, and BASD-08/012 which resolutions are attached hereto and made a part of this Agreement; and

**WHEREAS**, it is the purpose of this Agreement to set forth all of the terms and conditions which shall control this project and the work performed pursuant to the approving Resolutions; and

Mr. Vijaj Kale, a licensed architect of the State of New Jersey, and Mr. George Cascino, a licensed engineer of the State of New Jersey testified as to the nature and scope of the proposed development. In addition, the Board heard and considered the testimony of the Applicant's professional planning consultant. Finally, at the time of the October 26, 2005 public hearing, the Board's Planner, Joseph Burgis testified that additional low/moderate income housing units were

required to be located within the Borough in order for the Borough to satisfy its current and upcoming fair share housing obligations:

All of the above plans and drawings prepared are incorporated herein by reference and made part of this Agreement; and

**WHEREAS**, the Board did grant preliminary and final relief from the condition of this Board prohibiting the residential development of premises known and designated as Lot 1.02 in Block 74 after a public hearing convened and conducted on June 21, 2005, August 24, 2005, and October 26, 2005.

**WHEREAS**, the Board has determined that the best interests of the Borough of Edgewater are served by and through the posting by the Developer of the necessary bonds, fees and execution of a Developer's Agreement to be prepared by the Attorney for the Board and such other matters as are set forth in the Board's Resolution No. BACV 05/008; and

**WHEREAS**, the Board has also adopted Resolutions BASP-06/013 and BASD-08/012, copies of which are attached as Exhibits to this Developers Agreement;

**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 to complete certain improvements in work and land development, as set forth in the above referenced drawings submitted to the Board, all of said work being incorporated herein by reference will 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, on the site shown on said Site Plan designated as Block 74, Lot 1.02 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; All improvements must be substantially completed within two (2) years after issuance of a building permit or as same may be extended pursuant to said act. The above construction shall be in accordance with all of the requirements and specifications of governmental bodies or officials having jurisdiction and the Developer shall provide adequate surface water drainage during construction of said development project in accordance with the approved Soil Erosion and Sediment Control Plan and requirements of the Borough Engineer and New Jersey DEP; and
3. All the improvements in the development shall be done in strict compliance with the above referenced drawings approved by the Zoning Board of Adjustment of the Borough of Edgewater and any approved revisions or replacements thereto. The Developer shall notify the

Borough's Construction Code Official at least 48 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 have the right to reject any of the improvements constructed which do not conform to the approved Site Plans or are not constructed to the requirements of the 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 final Site Plans for construction of the improvements for which a permit is being sought. Said Site 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 to the main systems; location, sizes and grade of driveways, curbs and curb openings; sidewalk, if any; streets; landscaping; lot dimensions and easements, etc. in accordance with the approved drawings; All on site utilities shall be construed 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 firefighting purposes at proper volume and pressure to all floors and appropriate locations of the site.
5. Prior to the issuance of a building permit, the Developer shall posts a Performance Bond in the amount determined by the Borough engineer to insure the payment of the cost of installation of all on-site improvements, in accordance with N.J.S.A. 40:55D-53a (1). The Developer shall provide an endorsement from a bonding 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 Site Plans approved by the Zoning Board of Adjustment 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 Plans.
6. The amount of said Performance Guarantee may be increased by the Borough after two (2) years, if the costs of any uncompleted 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 with the approval of the Borough Engineer which shall be in accordance with the provision of N.J.S.A. 40:55D-53, et seq. Further applications for reduction or release of the Performance Bond may be made by Developer in accordance with 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 sure company licensed to do business in New Jersey, in the amount of fifteen percent (15%) of the cost of the completion of municipal and all on site improvements as

defined in the Municipal Land Use Law N.J.S.A. 40:55Da (2) and as shown on the Site Plans. Said guarantee or maintenance bond shall remain with the Borough for a period of two (2) years from the date the Certificate of Occupancy is issued, however, if the Developer requires more than one (1) Certificate of Occupancy, 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 the fees incurred for 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 deposits shall be subject to crease 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 curb lines, landscaping, etc., as shown on the site plans, 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 (1) 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 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 and defend the Borough against any loss or injury, including litigation by third parties against the Borough including allegations of negligence against the Borough, arising from any of the Developer's operations or activities incidental thereto during the construction of this project. In that regard, the Developer shall provide a public liability insurance policy in the minimum amount of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage (combined single limits) CSL. The Developer shall also provide the following coverages:

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

Said policies shall carry the Borough of Edgewater and its appropriate officials as additional insured and shall insure the Borough against all 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 terms of this paragraph.

12. The Developer agrees to comply with all municipal ordinances and the requirements of the Bergen County Soil Conservation District. 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 therein, 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 Construction Code Official and the Mayor and Council. Under no circumstances may such 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 use of the adjoining properties. 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 to the design or location of any of the improvements, no matter how minor they

may be, without first obtaining the approval of the Planning Board.

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 has submitted 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 dated \_\_\_\_\_. In the event the Bergen County Planning Board requires any modifications to the Site Plans which have been approved by the Zoning Board of Adjustment, then in that event, the Developer must submit the modified plans to the Zoning Board of Adjustment 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 it 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.
18. The Developer shall also pay, a pro rate 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. NJDEP Treatment Works Approval
  - D. Edgewater Municipal Utilities Authority ("EMTUA") Approval
20. The Developer shall be responsible for the payment in the amount of Two Thousand Dollars (\$2,000.00) per dwelling unit ( $\$2,000.00 \times 39 \text{ dwelling units} = \$78,000.00$ ) 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). One half (50%) of said payment shall be made prior to the issuance of a building permit and the remaining half (50%) shall be paid pro rate upon issuance of the Certificate of Occupancy for each of the dwelling units in the project. The EMUA shall review and approve the proposed sewer connections and discharges into the sewer system prior to the issuance of a building permit. Any increases in connection charges will be borne by the Developer.

21. The building plans shall reflect the requirements of the Board as contained in the Resolutions and the requirements set forth in the review letters issued by the municipal engineer and the municipal planner. 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
- K. Street Widening and Reconfiguration at Vreeland Avenue

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 Board.

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

- A. Developer become insolvent;
- B. Developers 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 cause 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 event 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 Zoning Board of Adjustment consistent with statutory requirements.

In the event default is declared by 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.

25. Prior to the disturbance of any soil on the site unrelated to general construction, the Developer shall furnish an excavating and filling plan to the municipality. Such plan be approved by appropriate municipal officials, to wit: either the Borough Engineer or Construction Code Official as the municipality may designate.
26. The Developer agrees that all property taxes that are due the Borough of Edgewater based on the current tax assessments for the 2009 tax year or other applicable years shall be paid in full prior to the issuance of a building permit.
27. Developer shall comply with all conditions and requirements that were set forth in the review letters of al Borough officials, and shall comply with any subsequent reasonable requirements that may be established.
28. The Developer shall submit a plan concerning the final landscaping, lighting and pedestrian circulation incorporating all recommendations set forth in reports of Kathryn Gregory. The Developer shall post additional escrow funds to cover the cost of inspections of the installation of the landscaping. The applicant is required to notify the Borough Planner's office prior to any installation of landscape material.
29. The Developer shall be required to install a sidewalk along River Road for the development project, as shown on the Site Plans. The Developer shall submit a detailed engineering plan showing the sidewalk, which shall be subject to the approval of the municipal engineer.
30. The Developer shall install an irrigation system throughout the landscaped areas of the development project to ensure the viability of all proposed landscape materials. Prior to the installation of said system, the applicant shall notify the municipal planner who shall have the right to approve the system prior to installation.

31. All refuse and recycling materials for both the commercial and residential sections of this development site will be collected and disposed of in accordance with law.
32. 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
33. 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.
34. 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.
35. Both parties hereto have entered into this Agreement in good faith and with the desire that this development will be construed in the Borough of Edgewater. If any provisions of this Agreement shall be declared invalid or illegal, such provisions shall be deemed deleted and 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.
36. This project shall comply with all state and municipal COAH obligations, including the aforementioned Housing Development Fee Ordinance of the Borough of Edgewater, deed restrictions, marketing, etc. as determined by the Board's Planner, Kathryn Gregory.
37. The Developer is responsible for "unsilting" the existing storm drains.
38. The Developer is responsible for complying with all requirements as set-out in Naik Group's letter dated May 23, 2008 as it pertains to the COAH units.
39. The Developer will assign all stacked parking spaces to the owners or occupants of the 2 & 3 bedroom units.
40. That the existing storage facility will remain and be secured to the satisfaction of the construction code official.
41. The Developer will grant easements for parking and ingress and egress between the subdivided lots in a form acceptable to the Zoning Board's attorney.
42. All conditions set-out in prior Resolutions remain in full force and effect.

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

  
WITNESS BEREK DON

**DEVELOPER**  
38 COAH ASSOCIATES, LLC

  
BY: FRED DAIBES, ~~PRESIDENT~~ MANAGING MEMBER

**BOROUGH OF EDGEWATER**  
A Municipal Corporation

  
WITNESS BARBARA RAE, RMC, CMC

  
BY: JAMES F. DELANEY, MAYOR

STATE OF NEW JERSEY )

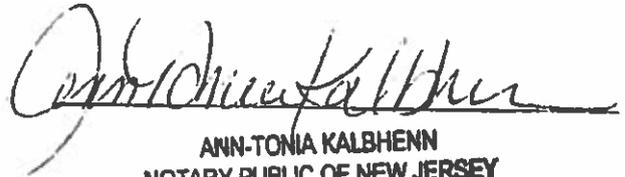
SS:

COUNTY OF BERGEN )

Be it remembered that on this 18 day of April, 2011, before me the subscriber, an Attorney-at-Law of the State of New Jersey, personally appeared,

Fred A. Daibes

And state to my satisfaction that this person: (1) is the Managing Member of 38 COAH Associates, a New Jersey limited liability company, the entity named in the within Developer's Agreement, (2) was the maker of the within Developer's Agreement, (3) signed, sealed and executed the within instrument as the act and deed of



ANN-TONIA KALBHENN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Dec. 21, 2014

38 COAH (LVRELAND)

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**

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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 Alkilani, 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

conditions:

- (A) Applicant shall be responsible for obtaining any and all other approvals and permits, as may be required by law, and shall comply with any and all other requirements or conditions of such approvals.
- (B) The Applicant is responsible for all conditions previously set-out in prior Resolutions affecting the property. This approval does not negate any of the conditions set-out in the Board's June 4, 2008 Resolution.
- (C) The Applicant is to enter into a Developer's Agreement with the Borough in a form approved by the Attorney for the Board of Adjustment and Borough Attorney, that encompasses the June 4, 2008 approvals and the subject subdivision approval. Said agreement will include the granting of easements for parking and ingress and egress to the smaller subdivided lot, by the soon to be created larger lot.
- (D) The Applicant to pay all fees and escrows to the Borough of Edgewater.

**BE IT FURTHER RESOLVED**, that notice of this decision shall be published in the official newspaper of the Borough of Edgewater.

**BE IT FURTHER RESOLVED**, that members of the Board of Adjustment who voted in favor of said variances do hereby memorialize and confirm the foregoing finds of fact, determinations and conclusions set forth in this Resolution of Memorialization as the "official action" taken by the Board of Adjustment of said date, in accordance with the provisions of N.J.S.A. 40:55D-10(g)(2) of the New Jersey Municipal Land Use law this \_\_\_\_\_ date of \_\_\_\_\_, 2009.

Vote for Motion

	Motion	Second	Yes	No	Absent	Abstain
Robert Corcoran						
Stephen Stewart						
Jim Moriarty						
Adam Tate						
Chairman Christiansen						

Vote in Memorialization

	Motion	Second	Yes	No	Absent	Abstain
Robert Corcoran	X		X			
Stephen Stewart			X			
<del>Jim Moriarty</del> Thompson			X			
Adam Tate			X			
Chairman Christiansen		X	X			

I hereby certify that the resolution of memorialization was duly adopted by a majority vote of the members of the Edgewater Zoning Board of Adjustment, who voted in favor of said decision, a quorum of the membership being present, at the official public meeting of said Board held on the 7<sup>th</sup> or January, 2009.

Stephan Stewart

Robert Christiansen  
Robert Christiansen, Chairperson



NEW JERSEY HOUSING AND MORTGAGE  
FINANCE AGENCY

2015  
EXCELLENCE IN HOUSING MANAGEMENT  
AWARD

*For Your Organization's Continued  
Commitment to Affordable Housing*

*Presented To*

NJHMFA #2051  
VREELAND PARK RESIDENCES

Christa Bynon,  
Executive

Michelle Williams,  
Director

Christina Harkness,  
Chairman, NJHMFA

Anthony J. DiStefano,  
NJHMFA Director

Michael Long,  
Chief of Property Management  
and Financial Services, NJHMFA

Robert Ryan,  
Director of Property  
Management, NJHMFA

**CERTIFICATION OF COMPLETION OF  
AFFIRMATIVE FAIR HOUSING MARKETING**  
(to be completed at placed in service for projects over 25 units)

The NJHMFA Low Income Housing Tax Credit Qualified Allocation Plan requires owners of all projects over 25 units to affirmatively market their tax credit properties. In addition, the owner had to submit an Affirmative Fair Housing Marketing Plan at the time of initial application for tax credits. Before the Agency will issue the 8609(s) for this project, both the owner and rental agent must certify that the project was in fact affirmatively marketed to those least likely to apply. Attach copies of the actual marketing efforts (i.e. newspaper advertisement(s) that were printed and identify the newspapers in which the ads were run).

Check one of the following:

- The project known as LYELLAND FIVE RE/MAX/HTC # 2156 was affirmatively marketed in accordance with the Affirmative Fair Housing Marketing Plan submitted in our application for Low Income Housing Tax Credits with no substantive changes made.
- The project known as \_\_\_\_\_, LITC # \_\_\_\_\_ was affirmatively marketed; however, there were substantive change made to the original Affirmative Fair Housing Marketing Plan submitted in our initial application. Enclosed is a copy of the new marketing plan.
- The project known as \_\_\_\_\_, LITC # \_\_\_\_\_ was not affirmatively marketed.

I, Fred A Dalbes, as the duly authorized representative of ~~the owner/developer/recipient of a tax credit allocation for the project known as LYELLAND FIVE RE/MAX/HTC # 2156~~ LYELLAND FIVE RE/MAX/HTC # 2156, hereby represent and state that the foregoing information, to the best of my knowledge, is true and complete. I understand that it is a criminal offense to make a false statement or a purposely misleading statement on this Certification and that if I do, I and the entity which I represent, will be subject to criminal prosecution and disqualification from future participation in the Low Income Housing Tax Credit Program in New Jersey.

Sworn and subscribed to before the undersigned Notary Public on the date appearing below.

Witness [Signature]

(Notarized Representation)  
[Signature] L.S.

(Print Name) FRED A DALBES  
(Print Title and Organization) MANAGING MEMBER, BROWN ASSOCIATES LLC

I, DANIEL DALBES rental agent for the project known as LYELLAND FIVE RE/MAX/HTC # 2156, hereby represent and state that the foregoing information, to the best of my knowledge, is true and complete. I understand that it is a criminal offense to make a false statement or a purposely misleading statement on this Certification and that if I do, I and the entity which I represent, will be subject to criminal prosecution and disqualification from future participation in the Low Income Housing Tax Credit Program in New Jersey.

Sworn and subscribed to before the undersigned Notary Public on the date appearing below.

Witness [Signature]

(General Agent)  
[Signature] L.S.

(Print Name) DANIEL DALBES  
(Print Title and Company Name) DBE MANAGEMENT

**ACKNOWLEDGEMENT**

BE IT REMEMBERED, that on March 5, 2014, before me, the subscriber, personally appeared Fred A Dalbes and Dawn Dalbes, who, I am satisfied, are the people named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

Notary Public  
[Signature]





TENANT SELECTION PLAN

HMFPA #2651  
VREELAND AVENUE ASSOCIATES  
1000 PORTSIDE DRIVE EDGEWATER NJ  
(201) 840-0950

PROJECT and PROGRAM ELIGIBILITY REQUIREMENTS

The property is (is not) limited to specific family types, such as those who are elderly or disabled.

Assistance in subsidized housing is restricted to U.S. citizens or nationals and non-citizens who have eligible immigration status as determined by HUD. All family members, regardless of age, must declare their citizenship or immigration status. Non-citizen applicants will be required to submit evidence of eligible immigration status at the time of application. Applicants who hold a non-citizen student visa are ineligible for assistance, as are any non-citizen family members living with the student.

Applicants must disclose and provide documentation of Social Security Numbers (SSN) for all family members at least six years of age and older. If a SSN has not been assigned to a particular family member, the applicant must sign a certification. If an applicant does not have the required documentation, the applicant may submit the SSN and certify that the number is accurate. However, the applicant cannot become a participant in the program unless they submit the required SSN documentation. Documentation must be provided within 60 days from the date on which the applicant certifies that the documentation was not available.

The apartment unit must be the family's sole residence and under no circumstance may any tenant benefit from more than one subsidy.

All family members who are 18 years of age or older will be required to sign consent and verification forms.

All information reported by the family is subject to verification.

Applicants must agree to pay the rent required by the program under which they will receive assistance.

Student eligibility requirements apply to applicants enrolled at an institution of higher education who are under 24 years of age, unless the applicant is a student who is living with his/her parents who are applying for Section 8 assistance. Students who are 24 years of age or over, married, a veteran of the US Military, have a dependent child or is a person with disabilities, as defined in section 3(b)(3)(F) of the United States Housing Act of 1937 (42 USC 1437a (b)(3E)) that was receiving Section 8 assistance as of November 30, 2005 qualify.

If the applicant is legal contract age, is not claimed as a dependant on their parent(s) or guardian(s) latest tax return and meets the criteria from at least one of following questions, they qualify:

Will you be at least 24 years old by December 31 of the current year?

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*Kimberly J. Scott*  
4/19/13

Have you established a household separate from parents or legal guardians for at least one year prior to application for occupancy?

Were you an orphan or a ward of the court through the age of 18?

Are you a veteran of the U.S. Armed Forces?

Do you have legal dependents other than a spouse?

Are you a graduate or professional student?

Are you married?

If the applicant is claimed on their parent(s) or guardian(s) latest tax return or does not meet the criteria from at least one of above questions; they must meet eligibility requirements for Section 8 assistance and their parents, individually or jointly, must be income eligible for section 8 assistance.

**INCOME ELIGIBILITY REQUIREMENTS**

HUD establishes and publishes income limits annually based on family size for each county in the United States based on the median income of the geographic area. Income limits for this property are listed below: 10/08 Equal Housing Opportunity

Low-income limit (30 units) @ 60% of median income

Very low-income limit (4 units) @ 50% of median income

Extremely low-income limit (4 units) @ 30% of median income

**OCCUPANCY STANDARDS**

**UNIT SIZE MINIMUM OCCUPANTS MAXIMUM OCCUPANTS**

1 Bedroom 1-2

2 Bedroom 2-4

3 Bedroom 3-6

A single person cannot occupy a unit with two or more bedrooms unless one of the following applies:

A person with a disability who needs the larger unit as a reasonable accommodation.

A displaced person when no appropriately sized unit is available.

An elderly person who has a verifiable need for a larger unit.

A remaining family member of a resident family when no appropriately sized unit is available.

**MUMFA APPROVER**



A smaller unit size may be assigned upon request, only if occupancy of the smaller unit will not cause serious overcrowding and will not conflict with local codes.

A larger unit size may be assigned upon request if one of the following conditions exists:

No eligible family in need of the larger unit is available to move into the unit within 60 days, the property has the proper size unit for the family but it is not currently available, and the family agrees in writing to move at its own expense when a proper size unit becomes available.

The family needs a larger unit as a reasonable accommodation for a family member who is a person with a disability.

If a family, based on the number of members, would qualify for more than one unit size, the owner must allow the family to choose which unit size they prefer.

#### VAWA PROTECTIONS

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

#### APPLICANT SCREENING CRITERIA

All applicants age 18 or older will be screened for suitability prior to residency. Screening criteria will be applied consistently to all applicants, consideration of extenuating circumstances will be considered in the screening process.

**Credit History:** Priority will be given to current credit activity over older activity. All rent and utilities must be paid in full. Poor credit history is grounds for rejection; however a lack of credit history is not.

**Rental History:** Past record of destruction, consistent late or unpaid rental obligations, police activity or poor housekeeping habits resulting in health or safety hazards is grounds for rejection. Lack of rental history is not grounds for rejection.

N. HANNA APPROVED

**Criminal History:** Applicants will be rejected if any of the following apply:

\*Note: The same criteria regarding criminal history applies to live-in aides also.

Any household member has been evicted from Federally-assisted housing for drug-related criminal activity, for three years from the date of eviction. If the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household) the Owner may, but is not required to, admit the household.

Any household member is currently engaging in illegal drug use.

Any member of the household is subject to a lifetime registration requirement or is currently registered under a state sex offender registration program. During the admissions screening process, the Owner must perform the necessary criminal history background checks in the state where the housing is located and in other states where the household members are known to have resided.

The Owner determines that there is reasonable cause to believe that a household member's illegal use (or a pattern of illegal use) of a drug or abuse (or pattern of abuse) of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. (Screening standards must be based on behavior, not the condition of alcoholism.)

Any member of the applicant's household has been convicted of the manufacture of methamphetamine on the premises of federally subsidized housing (lifetime).

Violent criminal activity.

Any criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, the owner or any employee who is involved in the housing operations.

Unlawfully obtaining government assistance.

**NOTIFICATION OF APPLICANT REJECTION**

If an applicant is denied admission to the property, they will receive a written notice stating the reason (s) for the rejection. The applicant has the right to respond in writing or request a meeting to dispute the rejection within 14 days of the notice. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. If admission is denied because criminal background screening indicates the applicant provided false information, the entity making the determination must provide the subject of the record and the applicant a copy of the information the action is based upon. The subject of the record, and the applicant have the opportunity to dispute the accuracy and relevance of the information obtained from any law enforcement agency.

**APPLICATION and WAITING LIST PROCEDURE**

**NHMFPA APPROVED**



Applications completed in full and property signed will be accepted according to unit size and type in chronological order. Families that include persons with disabilities will be given preference for units with special accessibility features. If a unit that fits the applicant's needs is not available, their name will be placed on the waiting list (maintained in the same order) after preliminary eligibility determination. If an extremely low-income applicant is needed to achieve targeting requirements, and the next applicant has income above the extremely low-income limit, that applicant must be placed on the waiting list until the property is ready to house an applicant with income above the extremely low-income limit.

The waiting list will be updated every twelve (12) months. Applicants and current tenants are required to contact the property within twelve (12) months if they wish to remain on the waiting list. Failure to do so will result in removal from the waiting list.

The waiting list will be closed for one or more unit sizes when the average wait is one year or more. Potential applicants will be advised if the waiting list is closed and additional applications will not be accepted.

When the waiting list is re-opened and applications will be accepted again, notice will be published in the local newspaper.

#### UNIT TRANSFER PROCEDURE

Current tenants requiring a unit transfer for the following reasons will be given preference over applicants and those on the waiting list:

A required unit transfer due to family size or changes in family composition. When an owner determines that a transfer is required the tenant may remain in their current unit and pay the HUD approved market rent or must move within 30 days after notification that a unit of the required size is available within the property.

A unit transfer for a medical reason certified by a doctor or the need for an accessible unit.

Current tenants requesting a unit transfer for any other reason will be added to the waiting list of applicants provided there is no record of consistent late or unpaid rental obligations, no record of police activity and inspection of the tenant's current unit must indicate there is no damage to the property or poor housekeeping habits resulting in health or safety hazards.

#### NON-DISCRIMINATION

The property adheres to the Fair Housing Act and Federal Civil Rights Laws. We will not discriminate against applicants or tenants based on race, color, national origin, sex, age, disability, religion or familial status. In compliance with Section 504 regulations, we will take reasonable, nondiscriminatory steps to maximize the use of accessible units by eligible individuals whose disability requires the accessibility

  
MANA APPROVED

features of a particular unit. We will consider extenuating circumstances in the screening process for applicants with disabilities, where required as a matter of reasonable accommodation.

Anyone needing assistance completing the application process, please contact us at:

VREBLAND PARK RESIDENCE  
c/o DBR MANAGEMENT INC.  
1000 PORTSIDE DRIVE  
EDGEWATER NJ 07020  
(201) 840-0050

MINUTE APPROVED

EDGEWATER BOROUGH PLANNING BOARD

RE: PRELIMINARY AND FINAL SITE PLAN APPROVAL  
FOR 180 OLD RIVER ROAD DFT 2017 LLC

RESOLUTION NO. 10-9-19 PB

Made By: John Candellmo

Seconded By: Pete Pflum

WHEREAS, 180 OLD RIVER ROAD DFT 2017 LLC ("Applicant") is the owner of property located at 180 Old River Road, also known as Block 89, Lot 4 (the "Property") on the Edgewater Borough Tax Map; and

WHEREAS, the Applicant has submitted an application to construct a 13-story, 100-unit residential building, over an automated "parking block" of 4 levels; and

WHEREAS, the Property is located in the MXD-2 Mixed Use Zoning District; and

WHEREAS, the Applicant has applied to the Planning Board for Preliminary and Final Site Plan approval with certain waivers; and

WHEREAS, the Application was filed on or about November 8, 2018 and an initial hearing was scheduled for February 13, 2019 where certain aspects of the proposed development were discussed, with some aspects being jurisdictional in nature, so the Applicant determined it was in the best interest to amend the Application and re-notice, whereby hearings were held on the application on June 12, 2019, July 10, 2019 and September 11, 2019; and

WHEREAS, proper notice was provided for the hearings and certain courtesy notices were provided regarding the requested adjournments; and

WHEREAS, the following individuals appeared on behalf of the Applicants: Antranig Aslanian, Esq. and Zare Khorozian, Esq., Attorneys, Charles Olivo, P.E., P.P and PTOE, Engineer, Conrad Roncati, Jr. R.A., Architect, and Kenneth Ochab, P.P., Planner; and

WHEREAS, Gregory Asadurian, Esq. appeared on behalf of the Objector, the Borough of Cliffside Park, New Jersey; and

WHEREAS, all other jurisdictional requirements have been met; and

WHEREAS, the Board, having reviewed the plans, application and testimony presented on behalf of Applicant in regards to the amended application, and reviewed the reports of the Board's Professionals, make the following findings of facts and conclusions of law:

1. The Board has jurisdiction to hear the Application.
2. The following exhibits were marked:
  - A-1: Site Plan dated 4/26/2019
  - A-2: Traffic & Parking Assessment Report dated 4/26/2019
  - A-3 A100-A105 Architecturals dated 4/22/2019
  - A-4 A102 Roof Plan dated 4/22/2019
  - A-5 Colorized Perspective Rendering
  - A-6 A200 Colorized Schematic dated 4/22/2019
  - A-7 Video presentation of the operation of the automated parking block
  - A-8 Map of Slope Disturbance
  - A-9 Architectural Rendering last revised 9/11/19 to depict revisions requested by the Board
3. The following report was also considered by the Board in this application, which report is made a part of the record before the Board: Engineering Report dated June 7, 2019 prepared by the Board Engineer, Louis Ploskonka, PE, CME, from CME Associates as well as a Planning Memorandum dated December 23, 2018, revised May 30, 2019 and last revised June 27, 2019 prepared by the Board Planner, Kathryn Gregory, PP, AICP from Gregory Associates LLC; and
4. The Property is located in Block 89, Lot 4 and is located in the MXD-2 Mixed Use Zoning District. The Applicant seeks to construct a 13-story 100 unit residential structure, overtop a 4-level automated parking block, and of the 100 units, 15 units will be dedicated to affordable housing as per the Borough and State requirements.
5. The 100 units shall be broken down to 12 three-bedroom units, 63 two-bedroom units, and 25 one-bedroom units, inclusive of the required 15 affordable housing units.
6. The Applicant's Attorney's, Antranig Aslanian, Esq. and Zare Khorozian, Esq. presented the application and gave an overview of the project and explained the nature of the development, the affordability component, the revisions made since the inception of the project for the purposes of making the application virtually variance and waiver free.
7. At the September 11, 2019 meeting, it was represented to the Board, that the Applicant and the objector; the Borough of Cliffside Park, had reached a settlement agreement as it pertains to the Objector's concerns. The settlement agreement is explicitly made a part of this Resolution of Approval and shall be marked as J-1 and annexed hereto and incorporated herein.

8. All conditions of the settlement agreement shall be complied with, and the Board conditioned their approval to the same, so whereas if any conditions of the settlement agreement shall need to be deviated from, the Applicant shall be required to appear before the Board and on proper notice to the Objector, to request such deviation from said conditions.
9. Charles Olivo, PE, PP, PTOE, was accepted as an expert in the field of Civil and Traffic Engineering and testified to the following:
  - a. Provided an overview of the existing conditions on the property,
  - b. Reviewed the exhibits and site plan and described the parking system,
  - c. Testified that 125 parking spaces are required, and they will be providing 125 spaces within the parking "block" and 5 surface spaces,
  - d. Agreed that a 2<sup>nd</sup> source of water will be provided to the structure due to being a high-rise structure,
  - e. Presented the traffic and Parking assessment report and took no credit for public transportation in his analysis so as to be as conservative as possible.
  - f. Testified to the steep slope analysis
10. Mr. Olivo also answered questions from the Board's Engineer regarding the vacation of the roadway at Old River/Gorge and furthermore agreed on behalf of the Applicant that all conditions within the Board Engineer's review letter will be complied with.
11. Mr. Olivo also answered questions posed by the objector's counsel and after the initial hearing and revisions to the plan, revised the plan to provide for sidewalks to be installed and located around the development as per the Board's request and to also install a satisfactory number of electric car charging stations to accommodate this luxury high-rise modern residential structure.
12. Conrad Roncati, R.A. was accepted as an expert in the field of architecture and testified to the individual floor plans as follows:
  - a. There will be 12 three-bedrooms (maximum of one per floor), 63 two-bedrooms, and 25 one-bedroom units and that 15% of the units will be dedicated and deed restricted as affordable housing units;
  - b. He identified each exhibit and explained the individual floor plans in detail as well as the colorized rendering, perspective and schematic;
  - c. The video of the automated parking block was shown and explained that this system is currently in operation in Cliffside Park and Hoboken
  - d. It was also discussed that after the agreement with Cliffside Park was reached (J-1), the overall height of the building will be 147 feet and 8

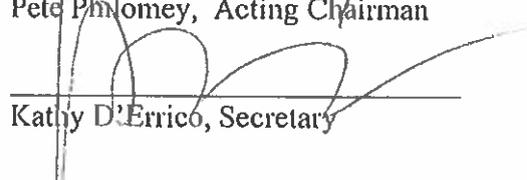
~~inches and contain 13 stories over the parking block and contain 100 units.~~

13. Kenneth Ochab, P.P., was accepted as an expert in the field of Planning by the Board and was available to testify on behalf of the Applicant and submitted his Fiscal Impact Analysis dated April 24, 2019.
14. The Board asked numerous questions throughout the presentation regarding the traffic flow, the landscaping, the sidewalks and the overall design and use of the buildings on the property. Revisions to the architectural plans were made during the course of the hearing to address the Board concerns, especially regarding sidewalks along the northern side of Old River Road, on-site, as well as a commitment to install electric car charging stations on-site for the benefit of this luxury, modern high-rise building.
15. The Board explicitly took into account the resolution the Applicant reached with neighboring Cliffside Park, who initially was objecting to this Application and the Board conditioned their approval on receipt of an executed copy of the settlement agreement between the two parties, which it was stipulated would be made part of this approval.
16. With the exception of Cliffside Park as objector, no other member of the public made any comment or raised any concern regarding the Application.
17. The Board was satisfied with the Applicant's testimony and was satisfied that the proposed site plan is consistent with the requirements of the Zone, the Board also took notice that the Applicant addressed the concerns of the Board and the original objector, that the uses proposed were permitted uses and found the testimony of the Applicant's professionals to be credible and accepted the testimony as outlined above.
18. The Board also requested that the Applicant provide a certain number of electric car charging stations within the parking area to which the Applicant agreed to provide.
19. The Board also requested that the sidewalk requirements be met in the site, including the providing of a sidewalk on the northern side of Old River Road, which the Applicant agreed to provide.
20. Accordingly, the Board, having considered the testimony and documentation presented as part of the application, finds that the proposed Application as amended ought to be granted.

**NOW, THEREFORE, BE IT RESOLVED**, by the Edgewater Borough Planning Board that the approval of the Application of 180 OLD RIVER ROAD DFT 2017 LLC, for preliminary and final site plan approval is hereby granted and memorialized, such approval having been made subject to the Applicant's express adherence to and compliance with the following conditions:

1. Sidewalks shall be constructed along the northern side of Old River Road and that a reasonable number of electric car charging stations be provided on site.
2. The Applicant shall address and comply with the Board's Professionals comments contained within their review letters and comply with the terms of the Settlement Agreement with Cliffside Park, annexed hereto.
3. 15% of all the units (15 total units) shall be deed-restricted as affordable housing units and the Applicant shall provide to the Borough all such documentation deemed necessary by the Borough to be credited for the same.
4. The payment of all real estate taxes relating to the Property.
5. The payment of all outstanding fees and assessments relating to the Property.
6. The Applicant must make current all escrow accounts with the Edgewater Borough Planning Board, and ensure that the escrow account continues to contain sufficient funds, or this approval becomes void. The failure of the Applicant to maintain sufficient escrow funds within thirty (30) days of receipt of a deficiency notice shall result in the voiding of this approval.
7. The Applicant must obtain all necessary approvals from outside agencies, local, county, state and/or federal.
8. The terms and conditions as set forth in this Resolution shall be incorporated and any other governmental approvals, including prior Board approvals, as if set forth at length. The Applicant shall transmit a copy of the within Resolution to all other governmental agencies having jurisdiction over this matter and from which Applicant seeks approval.
9. A copy of this Resolution shall be sent by the Planning Board secretary to the Applicant, to the Edgewater Borough Clerk, to the Edgewater Borough Zoning Officer, and to the Edgewater Borough Building Inspector within ten (10) days of the date hereof.

  
\_\_\_\_\_  
Pete Philomey, Acting Chairman

  
\_\_\_\_\_  
Kathy D'Errico, Secretary

Dated: October 9, 2019

**BERGEN COUNTY HOUSING AUTHORITY**  
**AFFORDABLE HOUSING AGREEMENT**  
**RENTAL PROPERTIES**

**A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This AGREEMENT is entered into as of this 15<sup>th</sup> day of August, 2001 between **AvalonBay Communities, Inc.**, owner of the properties designated in Section II PROPERTY DESCRIPTION (Owner), the **Bergen County Housing Authority** (Authority), or its successor, acting on behalf of the Borough of Edgewater and the **Borough of Edgewater** (Municipality) all parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in Section II PROPERTY DESCRIPTION for a period of at least **30 years beginning on August 15, 2001 and ending after August 14, 2031** when any Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

**WHEREAS**, the New Jersey Housing and Mortgage Finance Agency (the Agency) is authorized by the Fair Housing Act (P.L. 1985, c. 222), hereinafter (the Act), to make grants and loans to assist municipalities meet their low and moderate income housing obligation as determined in accordance with the Act and to establish requirements and controls in consultation with the Council on Affordable Housing (the Council) to ensure the maintenance of that housing as affordable to low and moderate income households for a period of at least 30 years, or for a shorter period when authorized; and

**WHEREAS**, the Agency is authorized by Section 324 of the Act to establish procedures for entering into and shall enter into contracts with willing municipalities or developers of inclusionary developments whereby the Agency will administer resale and rent controls in municipalities where no appropriate administrative agency exists, and to charge a reasonable fee therefore; and

**WHEREAS**, the Agency (N.J.A.C. 5:80-24) and the Council (N.J.A.C. 5:93-9) have each adopted procedural regulations establishing such procedures and controls and the terms thereof as required by the Act; and

**WHEREAS**, the Municipality and the Authority have signed a Memorandum of Understanding agreeing to delegate central responsibility for the administration of such regulations, including the administration of contracts with municipalities or developers pursuant to Section 324 of the Act, to the Authority; and

**WHEREAS**, pursuant to the Act, the housing unit (units) described in **Section II PROPERTY DESCRIPTION** hereafter and/or an attached **EXHIBIT A** of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

**WHEREAS**, the purpose of this Agreement is to ensure that the described housing units (unit) remain(s) affordable to low and moderate-income eligible households for that period of time described in **Section III TERM OF RESTRICTION**.

**NOW, THEREFORE**, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent determined by the Authority for the specified period of time.

#### **I. DEFINITIONS**

"Adjusted Rent" shall mean the Base Rent for a rental unit adjusted by the Index.

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency (NJHMFA) or its designee.

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this Agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Base Rent" shall mean the monthly rental charge for an Affordable Housing rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development.

"Certified Household" shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27-D301 et seq.

"Authority" shall mean the Bergen County Housing Authority.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, imputed income from assets, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or can be utilized for the purpose of mortgage approval.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by the Council.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Council.

"Municipality" shall mean the Borough of Edgewater.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Where appropriate, the term Owner shall also mean a person who owns an Affordable Housing rental property as a landlord. Owner shall not include any co-signor or co-borrower on any First Purchase Money Mortgage unless such co-signor or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Renter" shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

## **II. PROPERTY DESCRIPTION**

This agreement applies to the Owner's interest in the real property commonly known as:

**Name & Address: Avalon at Edgewater, 100 River Mews Lane, Edgewater, NJ 07020**  
**Municipality: Borough of Edgewater**

Unit numbers: 4

# Efficiency: 2; #1BR: 1; #2BR: 1; #3BR: 0; #4BR: 0; Total # Units = 4

**Block # 1.01 Lots # 74**

and is more particularly described in the legal property description attached as Exhibit A.

## **III. TERM OF RESTRICTION**

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date a new affordable rental unit is first occupied, the date an affordable occupied rental unit has been certified as standard, or the date after 50% of the units in a multifamily rental project containing four or more affordable rental units are occupied or have received permanent certificates of occupancy whichever is first.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

## **IV. RESTRICTIONS**

A. The Owner of a rental Affordable Housing unit shall not rent the Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one-year period.

B. The Owner shall not rent the Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Authority, the

Agency, and the Council to determine qualified Low and Moderate Income-Eligible Households.

C. The Owner of the rental Affordable Housing unit shall sell the unit in accordance with and subject to any rules and regulations duly promulgated by the, the Council (N.J.A.C. 5:93-9), and the Agency (N.J.A.C.5:80-24) to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

## **V. REQUIREMENTS**

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable deed and no later than the leasing and occupancy of 50% of the applicable rental units in any project covered by a single deed with permanent occupancy permits.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or EXHIBIT A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

## **VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS**

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an AFFORDABLE HOUSING AGREEMENT which has been filed in the Office of the Clerk of County and is also on file with the Authority."

## **VII. COVENANTS RUNNING WITH LAND**

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

## **VIII. OWNER RESPONSIBILITIES**

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not that party is qualified as a Low or Moderate Income Eligible Household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that the expenditures for any alteration that allows a unit to be resold or rented to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Authority.

G. If the Authority does not refer a certified household within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred by the Authority. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible rental transaction.

H. The Owner shall not permit any lien, other than a first mortgage or Authority approved second mortgages, which approval shall not be unreasonably withheld, and liens of the Municipality to attach and remain on the property for more than sixty (60) days.

I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

J. The Owner shall have responsibility for forwarding copies of all documents filed with the applicable county recording office to the Authority after they have been signed, dated and recorded.

K. The Owner shall be obligated to pay a service fee to the Authority for initial occupancy and at the time of each new rental occupancy in the amount specified by the fee schedule approved by the Municipality.

## **IX. FORECLOSURE**

A. This agreement shall not be terminated in the event of judgment of Foreclosure on properties that include Affordable Housing units that are designated as rental units unless the rental unit is contained within an owner-occupied property containing four or less units.

B. If the rental unit is contained within an owner-occupied property containing four or less units, the terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

C. Upon a judgment of Foreclosure of an owner-occupied unit containing an affordable rental housing unit, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

## **X. VIOLATION, DEFAULTS AND REMEDIES**

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

## **XI. RIGHT TO ASSIGN**

Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, Authority, its successors or assigns shall provide written notice to the Owner.

## **XII. INTERPRETATION OF THIS AGREEMENT**

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

## **XIII. NOTICES**

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

AvalonBay Communities Inc.  
2900 Eisenhower Avenue, Suite 300  
Alexandria, VA 22314  
Attention: Ted Schulman, Esq.

With a Copy to:

AvalonBay Communities, Inc.  
517 Route 1 Soute – Suite 5500  
Iselin, NJ 08830  
Attention: Ron Ladell, Vice President

To the Authority:

Bergen County Housing Authority  
25 Rockwood Place  
Second Floor  
Englewood, NJ 07631  
Attn: Executive Director

To the Municipality:

The Borough of Edgewater

Borough of Edgewater  
Borough Hall  
916 River Road  
Edgewater, NJ 07020  
Attn: Borough Administrator

Or such other address that Authority, Owner, or Municipality may subsequently designate in writing and mail to the other parties.

#### **XIV. SUPERIORITY OF AGREEMENT**

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, Authority, and their respective successors.

#### **XV. SEVERABILITY**

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

#### **XVI. CONTROLLING LAW**

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

#### **XVII. OWNER'S CERTIFICATION**

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

**XVIII. AGREEMENT**

The Owner, Authority, and Municipality hereby agree that all Affordable Housing units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this Agreement. Neither the Owner, Municipality nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of both of the other parties. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk, for the County in which the Affordable Housing units are situated.

ATTEST: *Nancy J. Atkinson*

**AvalonBay Communities, Inc.**

By *Ronald S. Ladell, Vice President*  
Ronald S. Ladell, Vice President

**Bergen County Housing Authority**

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_  
NAME:

**Borough of Edgewater**

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_  
NAME:

**ACKNOWLEDGEMENT**

STATE OF NEW JERSEY    )  
                                  )ss  
COUNTY OF Middlesex    )

I CERTIFY THAT ON October 6, 2008

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

- (a) this person is the Vice President of the corporation named in this document;
- (b) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution at its Board of Directors;
- (c) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on the 10th day of October, 2008

*Nancy J. Atkinson*  
Print Name

Date Commission Expires: 5/18/09

**NANCY J. ATKINSON**  
Notary Public of New Jersey  
My commission expires May 18, 2009

STATE OF NEW JERSEY    )  
                                  )ss  
COUNTY OF                    )

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_ personally came before me, and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person); (a) is named in and personally signed this document; and (b) signed, sealed and delivered this document as his or her act and deed; and (c) if applicable, is a general partner of the partnership and signed and delivered this document as his or her act and deed as general partner on behalf of the partnership (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ Date Commission Expires: \_\_\_\_\_  
Print Name

STATE OF NEW JERSEY    )  
                                  )ss  
COUNTY OF                    )

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_ personally came before me, and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person); (a) is named in and personally signed this document; and (b) signed, sealed and delivered this document as his or her act and deed; and (c) if applicable, is a general partner of the partnership and signed and delivered this document as his or her act and deed as general partner on behalf of the partnership (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ Date Commission Expires: \_\_\_\_\_  
Print Name

## EXHIBIT A

### AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement also applies to the owner's interest in the real properties as further described below:

#### PROPERTY DESCRIPTION

Block # 1.01 Lot # 74

Municipality: Edgewater Borough

County: Bergen # of Units 4  
Complete Street Address & Unit #:

135 River Mews Lane  
235 river Mews Lane  
133 River Mews Lane  
336 River Mews Lane

TOTAL UNITS: 4

City: Edgewater Borough  
State: New Jersey  
Zip: 07020

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of **at least 30 years beginning on August 15, 2001 and ending at the first non-exempt transfer of title after August 14, 2031.**

Please add a legal property description as required including individual building or individual rental unit identification numbers if different from or in addition to above.



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

*AVLON BAY*

Block: 74 Lot: 1.3 Qualification Code: \_\_\_\_\_  
Work Site Location: 700 RIVER ROAD

**CERTIFICATE**

Date Issued: 11/22/2002  
Control #: 3251  
Permit #: 20000082

Owner in Fee: AVALONBAY COMMUNITIES, INC.

Address: 100 CANAL POINTE BLVD  
PRINCETON NJ 08540

Telephone: 609 452-6710

Agent/Contractor: AVALON BAY COMMUNITIES, INC.

Address: 517 ROUTE 1 SOUTH, SUITE 5500  
ISEL IN NJ 08830

Telephone: 732 404-4800

Lic. No./ Bldgs. Reg. No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Federal Emp. No.: 7-74040318

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

Maximum Live Load: \_\_\_\_\_

Construction Classification: \_\_\_\_\_

Maximum Occupancy Load: \_\_\_\_\_

Certificate Exp Date: \_\_\_\_\_

Description of Work/Use: \_\_\_\_\_  
Structure # 1 Building F Unit # 419

**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.

**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 Caporaso*  
John Caporaso Construction Official

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

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees \$12,000.00  
Paid/ X Check No. 9773  
Collected by: MW

15 AVALON BAY  
COUNTY CLERK

RECORDED - BERGEN COUNTY

99 MAR 19 AM 9:17

Prepared by:

Carmine R. Alampi  
CARMINE R. ALAMPI

Record & Return to:  
Peter J. Scardano, Esq.  
Alampi, Arturo, D'Argenio &  
Guajardi  
210 Sylvan Avenue  
Englewood Cliffs, NJ 07632. **DEVELOPERS AGREEMENT**

THIS AGREEMENT, made this 21<sup>st</sup> day of MARCH, 1999 by and between:

THE BOROUGH OF EDGEWATER, a Municipal Corporation of the State of New Jersey, having offices located at 916 River Road, Edgewater, New Jersey, (hereinafter referred to as the "BOROUGH"); and

NORTH RIVER MEWS ASSOCIATES, L.L.C., a limited liability company of the State of New Jersey, having an address at 725 River Road, Edgewater, New Jersey (hereinafter referred to as the "DEVELOPER")

111770 WITNESSE T 99 JUL -6 AM 9:36

WHEREAS, the Developer is the owner and developer of property identified as Block 74, Lots 1 and 3, as depicted on the Tax Assessment Map of the Borough of Edgewater and located at the southwest corner of Russell Avenue and River Road, Edgewater, New Jersey, which property is located in the R-6 Zoning District; and

WHEREAS, the Developer has submitted all documentation attesting to the formation of North River Mews Associates, L.L.C.; and

WHEREAS, on February 4, 1998, the Board of Adjustment of the Borough of Edgewater granted to the Developer preliminary site plan approval, together with certain variances, to permit the demolition and removal of an existing industrial building (commonly known as the "Alcoa Building") and, subsequent to the issuance of permits, to construct a residential complex, consisting of three (3) high rise buildings containing a total of 460 dwelling units, together with related site improvements, on the subject property; and

WHEREAS, that approval was memorialized by resolution adopted March 4, 1998; and

WHEREAS, following receipt of approvals, but prior to entering into a Developers Agreement, the Developer filed an application for amended preliminary site plan, density and bulk variance approval from the requirements of the Zoning Ordinance, as amended, and signage approval from the Board of Adjustment, as more particularly set forth in the amended Resolution granting amended preliminary site plan, density, bulk variance and signage approval, adopted September 2, 1998 (hereinafter "the Resolution" or "the aforesaid Resolution"). A copy of said amended Resolution is annexed hereto and, by reference, made a part hereof; and

WHEREAS, at a public hearing on July 15, 1998, the Board of Adjustment granted the requested preliminary site plan approval, density and bulk variances and signage approval to permit the demolition and removal of the existing industrial building (commonly known as the "Alcoa

Being re-recorded to add original amended resolution.

MARK-OFF

8182 PG 326

8182 PG 305

RECORDED RECORDING FEE \$ 118 PAID Deeds

RECORDING FEE \$ PAID Deeds

COUNTY CLERK

99 JUL 26 PM 2:05

Handwritten notes and stamps on the right margin.

Building") and, subsequently, to construct a residential complex, consisting of 2 buildings, containing a total of 408 dwelling units together with related site improvements and accessory structures on the subject property, as more particularly set forth in the amended Resolution of approval adopted September 2, 1998 (hereinafter "the Resolution" or "the aforesaid Resolution"), annexed hereto; and

WHEREAS, the Developer is desirous of constructing the above described improvements on Block 74, Lots 1 and 3 in accordance with the terms and conditions of the aforesaid Resolution, the Zoning Code, the Building Code, the Health Code of the Borough as well as other applicable statutes, ordinances, laws, rules, and regulations; and

WHEREAS, it is mutually desired by the parties hereto that the premises described above shall be improved and developed in such a manner as will insure the protection of the surrounding and neighboring properties, as well as the public roadways in and about the proposed development to the end that said development shall result in a desirable development within the Borough of Edgewater; and

WHEREAS, it is mutually agreed by all parties that entering into this "Developer's Agreement" as to said premises shall effectuate the aforesaid purposes and intents of the parties;

NOW, THEREFORE, in consideration of these promises, mutual covenants, conditions and agreements contained herein, and the sum of ONE DOLLAR (\$1.00), the parties hereto agree as follows:

1. The Developer, as used in this Agreement, shall include the Developer named above, its successors, assignees or designees, successors in title to the subject property and/or other parties in interest.
2. The Developer, its successors, assignees or designees, agrees that it will comply with all of the conditions set forth in the amended Resolution of the Board of Adjustment of the Borough of Edgewater, adopted September 2, 1998, a copy of which is annexed hereto, and any amendments thereto and documents referenced therein, as modified by this Agreement.
3. The Developer, its successors, assignees or designees, shall comply with all of the final and unappealable terms and conditions imposed and mandated by the Bergen County Planning Board, the New Jersey Department of Transportation, Department of Environmental Protection and any and all other Municipal, County, State or Federal bodies, agencies or authorities as may rightfully apply any such terms and conditions including those regarding waterfront development. All of such terms and conditions are made a part hereof as if set forth herein at length and a violation or breach of such terms and conditions shall constitute a breach hereof. Should any action or approval by any of these agencies, or any other agency, result in an alteration of modification of the application as approved by the Borough, the Developer, its successors, assignees or designees shall be required to return to the Board of Adjustment in connection with all issues relating to such modification or alteration and the Board of Adjustment shall determine whether further action is required or whether any additional variances or deviations are created which will require additional public notice or public hearings. The Developer, its successors, assignees or designees shall provide the Board of Adjustment with copies of all submittals to such agencies, including but not limited to correspondence, plans and applications, and any revisions or supplements thereto, and any and all responses from said agencies, including but not limited

to Joint Reports, requests for information and correspondence.

4. The Developer, its successors, assignees or designees, shall within a period of thirty-six (36) months from the date hereof, at its sole cost and expense, complete all of the improvements as set forth on the following:

- A. Site Plans (6 sheets), prepared by McNally Engineering, dated June 9, 1998;
- B. Landscaping and Lighting Plans (11 sheets), prepared by Mellillo & Bauer Associates, dated June 4, 1998; and
- C. Architectural Plans and Elevations (13 sheets), prepared by Minno & Wasko, dated June 9, 1998.

5. The Developer, its successors, assignees or designees, will further comply with all the requirements and recommendations of the Borough Engineer and all professionals having reviewed the plans on behalf of the Borough or the Board of Adjustment, except for those requirements and recommendations which were either deleted, abandoned or not accepted by the Board and the Borough, which recommendation and requirements include, but are not limited to the Planning Report submitted by Burgis Associates, Inc. dated June 29, 1998.

Should the Developer, its successors, assignees or designees, fail to complete all on and off-site infrastructure improvements, within thirty-six (36) months of the date of this agreement, and good cause is not shown by the Developer, its successors, assignees or designees, why the time period should be extended by the Borough, then the Borough shall have the authority to complete the infrastructure improvements upon reasonable notice to the Developer, its successors, assignees or designees, and to utilize bond funds. If good cause is shown as to why the premises has not been completed within thirty-six (36) months, the Borough, at its sole discretion, may extend the time period for construction.

6. In addition, it is agreed by and between the parties to this Agreement that the within plans may be modified only with the consent of the appropriate board, and the Developer, its successors, assignees or designees, shall install such improvements as may be deemed reasonably necessary to effectuate the intent and purpose of the Ordinances of the Borough of Edgewater as determined by the Borough Engineer, or such other agent of the Municipality acting within the scope of his authority, it being further agreed that the certification on said plans certifies that the design standards employed in such plans minimally meet the requirements of the Ordinances of the Borough of Edgewater and such other codes and regulations as shall rightfully apply.

7. Upon the execution of this Agreement by the parties hereto, and prior to the issuance of a building permit, the Developer, its successors, assignees or designees, shall make the following deposits in cash or certified check with the Borough of Edgewater to reimburse the Borough of Edgewater for engineering, inspection, and other professional fees expended on account of the review of the site development plan and to reimburse the Borough of Edgewater for legal and other professional fees expended on account of the review of the site development plan and the preparation and review of this agreement. This amount shall be SEVEN THOUSAND-FIVE HUNDRED DOLLARS (\$7,500.00).

The amount so deposited pursuant to the above paragraph shall be used to reimburse the Borough for the expenses incurred by it with respect to the professional review and inspection of the within project and is deposited in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. and is to be considered an estimate and shall be increased or decreased at the reasonably exercised discretion of the Borough Construction Official from time to time so as to provide sufficient funds to effectuate the purpose of this Agreement. In the event that there shall be any surplus after the work has been certified to have been completed in a good and workmanlike manner and after the acceptance thereof by the Borough Construction Official, such surplus shall be promptly returned to the Developer, its assignees or designees.

The amount so deposited pursuant to the above paragraph, is also to be used to reimburse the Borough for the expenses incurred by it with respect to the drafting and revision of this agreement, the review of all documentation, and any other legal work as the Borough shall deem necessary. Said amount is deposited in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. and is to be considered an estimate and shall be increased or decreased at the reasonably exercised discretion of the Borough Construction Official from time to time so as to provide sufficient funds to effectuate the purpose of this Agreement.

8. The Developer, its successors, assignees, or designees, shall obtain and pay all premiums for liability insurance, insuring the Borough as a named insured against all claims for personal injury or property damage arising out of the performance of any work of any kind required to be done by it pursuant to the terms of this Agreement or any other work of any kind undertaken by it pursuant to the terms of this Agreement or any other work of any kind undertaken by it on its own behalf on the premises involved in this Agreement. Said insurance coverage shall be in the amounts of not less than ONE MILLION (\$1,000,000.00) DOLLARS per person, ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and annual aggregate for bodily injury, and THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS property damage, or not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit per occurrence, and for such periods of time during which the within contemplated construction shall take place.

Additionally, the Developer, its successors, assignees or designees, shall post a maintenance guarantee or letter of credit in the amount of Two Hundred Twenty Five Thousand Dollars (\$ 225,000 ) as modified by the Borough Engineer, which represents FIFTEEN PERCENT (15%) of the cost of completion of all on and off site infrastructure improvements contemplated herein as estimated by the developer's engineer. Said guarantee shall remain with the Borough for a period of two (2) years from the date of final Certificate of Occupancy. In the event that the amount on deposit or the amount realized from the bond posted with the Borough of Edgewater is insufficient to complete maintenance or repair, the Borough of Edgewater is authorized upon notice to the Developer, its successors, assignees or designees, to assess the costs thereof against the property, which assessment shall constitute a lien thereon.

Additionally, the Developer, its successors, assignees or designees shall post a performance bond or letter of credit in the amount of One Million Eight Hundred Thousand Dollars (\$ 1,800,000 ) as may be modified by the Borough Engineer, which represents ONE HUNDRED AND TWENTY PERCENT (120%) of the cost of completion of all on and off-site infrastructure improvements contemplated herein as estimated by the developer's engineer. Said guarantee shall remain with the Borough until a Final Certificate of Occupancy is issued. The Borough shall have the right to release part of the aforesaid bond or letter of credit, in the Borough's sole discretion, upon approval and recommendation of the Borough Engineer.

9. All performance and/or maintenance guarantees or letters of credit, including but not limited to, guarantees for monuments, improvements, and landscaping shall be in a form approved by the Borough and Board of Adjustment Attorney.

10. The Developer, its successors, assignees or designee, agrees that should it damage the pavement, curb, sidewalks, or any other real or personal property not wholly owned or leased by the developer, that it shall be required to repair or replace same within twenty (20) days of notice by the Borough to the Developer, its successors, assignees or designees, at the address first set forth above, unless weather does not permit same or the Borough shall have the right to make the repairs and deduct the cost of same from the bond. It is further agreed that during the course of construction, the Developer, its successors, assignees or designees, shall sweep clean all the surrounding streets which may be cluttered with debris as a result of its construction on a regular basis. The Developer, its successors, assignees or designees, shall implement, with Borough approval and review, a regular schedule of street cleaning and sweeping in the area of the job site for the purpose of removing such debris. Additionally, the Developer, its successors, assignees or designees, shall install gravel strips at all driveways into the site for the purpose of cleaning vehicle tires upon egress from the site. The Developer, its successors, assignees or designees, shall take all precautions for the safety of pedestrians and vehicular traffic in the immediate area of the job site to protect the same from falling debris and to provide adequate and safe walkways as required by law if so designated by the Police Department or Construction Code Official for the protection of the general public during the course of construction.

11. The Developer, its successors, assignees or designees, agrees with the Borough to hold the said Borough harmless for any damage or liability that might arise during the course of construction, due to the discharge of surface waters upon, or the alteration of lateral support from, the lands adjacent to the property being developed, caused by such development or the work required by this Agreement, and agrees to assume any and all liability so caused for the discharge of waters upon, or the removal of lateral support from, the lands abutting the property being developed as shown on said plans hereinabove and hereinafter referred to, and further agrees to alleviate any and all conditions so caused that may arise by reason of the discharge of water, soil, or dirt upon said abutting properties or the removal of lateral support from said abutting properties. The Developer, its successors, assignees or designees, further agrees to grade the entire premises in accordance with the approved plans, so as to avoid the collection of water or drainage causing gullies or erosion and the deposit of soil on abutting properties and to create and construct any and all retaining walls necessary to maintain adequate lateral support to properties owned by surrounding property owners. Any plan to control the drainage, collection, direction or flow of surface or sub-surface waters, must be approved by Borough Engineer. Any plan to construct any system of lateral support including, but not limited to, retaining walls and beams shall be approved by the Borough Engineer prior to construction. No access from Undercliff Avenue or from Vreeland Terrace for construction purposes shall be permitted. Should access be restricted on Russell Avenue during construction, forty-eight (48) hours notice shall be given and approval by the Borough shall be required.

12. During and at the conclusion of the construction of improvements, the Developer, its successors, assignees or designees, shall clean any silt and debris deposited by the project from any drainage facility into which the subject property may drain or affect. Such work shall be done at the sole cost and expense of the Developer, its successors, assignees or designees. During construction of improvements and/or when request is made by the Borough Engineer or the

Municipal Utilities Authority, cleaning of silt and debris deposited by the project shall be performed by the Developer, its successors, assignees or designees.

13. The Developer, its successors, assignees or designees, shall furnish off-street parking for any and all tradesmen, contractors, sub-contractors and employees thereof, or any individual or party whatsoever performing any work or labor upon the job site, including, but not limited to, any and all trucks or vehicles delivering materials or equipment to the site and shall do everything necessary to prevent the congestion of traffic in the area of the job site and to facilitate the progress of the same. There shall be no off-loading of materials or equipment on the public streets be that County or Borough, including but not by limitation, Russell Avenue and Vreeland Terrace. A schedule of deliveries of materials and equipment to the job site shall be provided to the Borough.

14. No additional structures or buildings of any type shall be constructed on said premises without further approval of the appropriate Board of the Borough of Edgewater, except those referred to in the plans presently on file with, and approved by, the Borough of Edgewater.

15. Should it become necessary as a result of this development to enlarge or install any utility line such as water, gas, electric, telephone or sewer lines located in or upon the public streets, the Developer, its successors, assignees or designees, shall do so at its own cost and expense. The Developer, its successors, assignees or designees, or the utility, shall obtain all necessary permits to open the street and install such improvements. The Developer, its successors, assignees or designees, shall restore such streets to equal or better condition as existed prior to such opening.

16. The Developer, its successors, assignees or designees, shall not conduct any construction activity, clean-up activity or any work whatsoever at the subject property in connection with the project contemplated herein except during those times when such work shall be specifically permitted under this paragraph. Construction activity, clean-up activity and work of any sort shall be limited to the hours of between 7:30 A.M. and 6:00 P.M., Monday through Saturday. No work shall be permitted on Sundays and Holidays without the express written approval of the Borough.

17. The Developer, its successors, assignees or designees, further agrees to comply with additional recommendations by the Borough Administrator or Police Chief, or the Mayor and Council, concerning the proper police and fire protection for the construction site, including the hiring of police or special police officers as may be required during the course of construction to ensure the public safety. The Developer, its successors, assignees or designees, shall pay the entire cost thereof.

19. Any and all sanitary and storm sewer facilities, on or off the site, including, but not limited to the installation of sewer and storm basins and hookups, and pump stations and equipment specified in the plans referenced herein, are to be constructed at the sole cost of the Developer, its successors, assignees, or designees, and shall be done only with the approval and review of the Municipal Utilities Authority and its Engineer and the relevant authorities of the County of Bergen and in accordance with specifications required by the Borough, the County of Bergen and the Department of Environmental Protection. Said approval and review shall include, but not be limited to, the Developer, its successors, assignees or designees, obtaining a Department of Environmental Protection Sewer Extension Permit if required. The Developer, its successors, assignees or designees, agree to be responsible for the payment of sewer connection charges as

10 March 2011

required by Section 212-27, et seq. of the Borough Code. Such charge shall be paid to the Borough at the time of the issuance of a construction permit in accordance with the requirements of the ordinance provisions governing charges for new connections to the sewer system operated by the Edgewater Municipal Utilities Authority.

19. Landscaping, in addition to anything herein stated, shall be in accordance with the approved plans and the standards set forth in the applicable Ordinances of the Borough of Edgewater. Any material deviation from the approved landscaping plans shall be reviewed and approved by the Borough Engineer prior to planting.

20. Upon the completion of all of the work on site and prior to the issuance of a Certificate of Occupancy, the Developer, its successors, assignees or designees, shall post with the Borough cash, in the amount of Five hundred ten thousand (\$510,000) or in lieu thereof, a bond or letter of credit to guarantee the soundness of the landscaping placed on site for a period of twenty-four (24) months from the date of the issuance of the last Certificate of Occupancy. In the event that any of the trees, shrubs, and other vegetation placed on site as per the landscaping plan becomes diseased or die all as a result of soil disturbance or injury occasioned during construction within twenty-four (24) months from the date of the issuance of the last Certificate of Occupancy, the Developer, its successors, assignees or designees, shall replace such damages, diseased, or dead vegetation at its own cost and expense. In the event that such vegetation is not replaced, the Borough may employ the cash on deposit or take action against the bond in order to restore the affected areas. In the event that the amount on deposit or that realized from the bond posted with the Borough of Edgewater is insufficient to complete restoration, the Borough of Edgewater is authorized upon notice to the Developer, its successors, assignees or designees, to assess the costs thereof against the property, which assessment shall be in a lien thereon.

21. Upon the execution of this Agreement, and the posting of the cash deposits as aforesaid, a building permit shall be issued to the Developer, its successors, assignees or designees, by the Construction Code Official of the Borough upon approval of the complete building plans, payment of all fees, proof of insurance, bonds and escrows and any other requirements set forth herein.

22. Improvements shown on the plans herein referred to shall be constructed in accordance with such plans and such applicable Ordinances of the Borough of Edgewater. In addition, the Developer, its successors, assignees or designees, shall, before commencing any construction, remove all trees, stumps, logs, branches and other debris from the area to be improved, or such materials that may have been placed or deposited within the area, and said area shall be refilled with clean and suitable fill, properly compacted mechanically or otherwise, as may be required by the Borough Engineer. The Developer, its successors, assignees or designees, will also make all necessary provisions for inspection of the fill by the Borough Engineer.

23. Whether or not stated herein, the Developer, its successors, assignees or designees, shall perform all the work in a good and workmanlike manner and at all times comply with all laws and/or regulations of the Federal Government, the State of New Jersey and all Ordinances of the Borough as well as such other reasonable requirements as may be imposed by the Borough Engineer and Sewer Engineer.

24. No permanent (Final) Certificate of Occupancy shall be requested or issued until all



property, including engineering, architectural, legal and land acquisition, and all other costs related thereto.

30. The parties hereto mutually agree to perform and undertake any necessary action and execute and deliver any and all documents which may now or in the future become necessary in order to effectuate the intent and purpose of this Agreement.

31. It is further agreed by the Developer, its successors, assignees or designees, that this Agreement shall not be transferred or assigned to third parties without the prior written consent of the Borough, which consent will not unreasonably be withheld, delayed or conditioned. In the event the Developer, its successors, assigns or designees shall desire to assign this Developer's Agreement, the proposed assignee shall enter into a written Assignment and Assumption Agreement with the Developer, its successors, assigns or designees, assuming all of the terms, covenants, conditions and obligations of this Developer's Agreement and the Assignment and Assumption Agreement, signed by both parties, shall be submitted to the Board Attorney for his review and written approval.

32. Nothing herein contained shall be construed as preventing the Borough from exercising in any court of law or elsewhere any right or duties which it may have by statute, ordinance, or other law. Nothing herein contained shall be deemed a waiver by any party of any ordinance or state statute or other law, or be construed as an abridgement, preemption or waiver of the powers of any Borough board, agency or public body. This clause shall not operate to confer upon any such public body any powers, rights or duties it does not now possess, nor abridge the right of the Developer, its successors, assignees or designees, vis-a-vis any such public body.

33. Nothing herein contained shall be construed to render the Borough or any of its officers, board members, or employees liable for any charges, costs, or debts for material, labor or other expenses incurred in the making of the improvements.

34. The Developer, its successors, assignees or designees, agrees to comply with the affordable housing requirement allocated to the subject premises as set forth on the Resolution attached hereto as Exhibit A.

35. Eighty-Five feet (85') of the building located on Block 74, Lot 3 shall be removed and the Developer, its successors, assignees or designees, shall provide an area of not less than 100 feet by 150 feet (15,000 square feet), at the corner of Vreeland Avenue and Undercliff Avenue (southwest corner of the property), to be dedicated as a park and playground area open and accessible to the public. A metes and bounds description of the dedicated parcel shall be provided to the Board of Adjustment by the Developer, its successors, assigns or designees. The dedication shall be set forth in a Deed of Easement from North River Mews Associates, L.L.C. and shall run in perpetuity with the land. The Deed of Easement setting forth this dedication in perpetuity shall be submitted to the Board Attorney for review and approval and a copy of the approved Deed shall be attached to this Developer's Agreement as Exhibit B prior to execution of this Agreement by the Borough. The Deed of Easement shall be recorded in the Bergen County Clerk's Office by the Board Attorney, at the expense of the Developer, its successors, assignees or designees, prior to, or simultaneously with, the execution of the Developer's Agreement by the Borough.

36. Use of the property designated as Block 74, Lot 3 shall be restricted to parking and ancillary recreational uses to serve the residential development on site, such as a spa, pool, ice

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skating facility, or a "Pallsadium" or "Canyon Ranch" type of facility, with the potential to serve as a quasi-public facility to provide recreational facilities to the public and said property shall not be used for additional residential units. This restriction shall be set forth in a Deed to the property and shall run in perpetuity with the land. In the event the applicant, or the applicant's successor in title, shall desire to change and/or expand the use of the property or the buildings located thereon, or open the proposed recreational facilities to the public, further site plan application, review and approval will be required. A Deed to the subject property setting forth this restriction shall be submitted to the Board Attorney for review and approval and shall be recorded by the Board Attorney in the Bergen County Clerk's Office at the applicant's expense. This Deed shall be recorded prior to, or simultaneously with, the execution of the Developer's Agreement by the Borough.

37. The Developer, its successors, assignees or designees, shall complete all terms and conditions of this agreement as specified herein. In the event that the Developer, its successors, assignees or designees, cannot complete same due to a force majeure, the time for completion of this Agreement shall be extended for a period equal to the duration of the said force majeure.

38. This agreement, and the Deeds of Easement and/or Declaration of Restrictions, may only be modified or amended by a written instrument signed by all parties hereto and duly approved according to law.

39. Each of the provisions set forth herein shall have the same force and effect as if set forth at length as conditions of the granting of site plan approval.

40. The Developer represents and warrants that: (1) it is the record title owner of the subject property; (2) it has the legal and proper authority to enter into this Agreement, encumber the subject property and issue the Deeds of Easement or declaration of restrictions required under this Agreement; and (3) the execution and delivery of this Agreement, and the Deeds of Easement or declaration of restrictions does not and will not violate any covenant or agreement between the Developer and any third parties. Upon execution and delivery of this Agreement, the Developer shall file with the Borough of Edgewater a Certificate of Title issued by a licensed Title Insurance Company or Attorney at Law of the State of New Jersey, certifying to the Borough that title to all of the lands shown on the aforesaid maps is validly vested in the Developer.

41. The Developer, its successors, assignees or designees, agree that, at such time as full building permits are issued for the development, as approved in the Board's resolution of September 2, 1998, and no appeal is taken from the issuance of such permits, then and in such event, the approval previously granted for three (3) twelve (12) story buildings, as set forth in the Board's resolution dated March 4, 1998 shall be null and void.

42. The parties hereto agree that the terms and conditions of this Agreement shall be binding upon them, their heirs, successors and assigns, successors in title to the subject property and/or other parties in interest, until such time as all work required hereto has been performed in a good and workmanlike manner and has been so certified to the Borough by the Borough Engineer. The parties acknowledge and agree that, notwithstanding the expiration of this Developer's Agreement, the provisions and restrictions set forth in paragraphs 35 and 36, and in the recorded Deeds provided by the Developer, its successors, assigns and designees pursuant to those paragraphs, shall run with the subject property and shall continue in perpetuity unless vacated or modified by the Borough.

IN WITNESS WHEREOF, the Borough has caused this Instrument to be signed by its Mayor, attested by its Borough Clerk and its Municipal Seal to be hereunto affixed, pursuant to the Resolution of the Borough passed for that purpose, the Developer has likewise signed and sealed this Agreement on behalf of itself, its successors, assignees or designees, on the day and year first above written.

ATTEST:

[Signature]

NORTH RIVER MEWS ASSOCIATES, L.L.C.

[Signature]

Managing Member

ATTEST:

[Signature]

Harvey G. Weber Jr., Borough Clerk

THE BOROUGH OF EDGEWATER

[Signature]

Bryan Christiansen, Mayor

ATTEST:

[Signature]

Barbara Corcoran, Secretary

EDGEWATER BOARD OF ADJUSTMENT

[Signature]

Robert Christiansen, Chairman

8182 PG 315

816116336

21501518

RALPH, PHILIP N. BOGGIA  
DURKIN + BOGGIA  
71 MT VERNON ST  
RIDGEFIELD PARK  
NJ 07660

09-021216 Deed  
V Bk: 00053 Pg: 1540-1553 Rec. Fee \$8.00  
Kathleen A. Donovan Bergen County Clerk  
Recorded 03/18/2009 10:39:46 AM

**BERGEN COUNTY HOUSING AUTHORITY  
AFFORDABLE HOUSING AGREEMENT  
RENTAL PROPERTIES**

COPY

**A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This AGREEMENT is entered into as of this 15<sup>th</sup> day of August, 2001 between AvalonBay Communities, Inc., owner of the properties designated in Section II PROPERTY DESCRIPTION (Owner), the Bergen County Housing Authority (Authority), or its successor, acting on behalf of the Borough of Edgewater and the Borough of Edgewater (Municipality) all parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in Section II PROPERTY DESCRIPTION for a period of at least 30 years beginning on August 15, 2001 and ending after August 14, 2031 when any Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

WHEREAS, the New Jersey Housing and Mortgage Finance Agency (the Agency) is authorized by the Fair Housing Act (P.L. 1985, c. 222), hereinafter (the Act), to make grants and loans to assist municipalities meet their low and moderate income housing obligation as determined in accordance with the Act and to establish requirements and controls in consultation with the Council on Affordable Housing (the Council) to ensure the maintenance of that housing as affordable to low and moderate income households for a period of at least 30 years, or for a shorter period when authorized; and

WHEREAS, the Agency is authorized by Section 324 of the Act to establish procedures for entering into and shall enter into contracts with willing municipalities or developers of inclusionary developments whereby the Agency will administer resale and rent controls in municipalities where no appropriate administrative agency exists, and to charge a reasonable fee therefore; and

WHEREAS, the Agency (N.J.A.C. 5:80-24) and the Council (N.J.A.C. 5:93-9) have each adopted procedural regulations establishing such procedures and controls and the terms thereof as required by the Act; and

WHEREAS, the Municipality and the Authority have signed a Memorandum of Understanding agreeing to delegate central responsibility for the administration of such regulations, including the administration of contracts with municipalities or developers pursuant to Section 324 of the Act, to the Authority; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached EXHIBIT A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

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BOROUGH OF EDGEWATER  
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**WHEREAS**, the purpose of this Agreement is to ensure that the described housing units (unit) remain(s) affordable to low and moderate-income eligible households for that period of time described in **Section III TERM OF RESTRICTION**.

**NOW, THEREFORE**, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent determined by the Authority for the specified period of time.

#### **I. DEFINITIONS**

"Adjusted Rent" shall mean the Base Rent for a rental unit adjusted by the Index.

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency (NJHMFA) or its designee.

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this Agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Base Rent" shall mean the monthly rental charge for an Affordable Housing rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development.

"Certified Household" shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N J S A. 52:27-D301 et seq.

"Authority" shall mean the Bergen County Housing Authority.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, imputed income from assets, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or can be utilized for the purpose of mortgage approval.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by the Council.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Council.

"Municipality" shall mean the Borough of Edgewater.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Where appropriate, the term Owner shall also mean a person who owns an Affordable Housing rental property as a landlord. Owner shall not include any co-signor or co-borrower on any First Purchase Money Mortgage unless such co-signor or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Renter" shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

## **II. PROPERTY DESCRIPTION**

This agreement applies to the Owner's interest in the real property commonly known as:

**Name & Address: Avalon at Edgewater, 100 River Mews Lane, Edgewater, NJ 07020**  
**Municipality: Borough of Edgewater**

Unit numbers: 4

# Efficiency: 2; #1BR: 1; #2BR: 1; #3BR: 0; #4BR: 0; Total # Units = 4

Block # 1.01 Lots # 74

and is more particularly described in the legal property description attached as Exhibit A.

## **III. TERM OF RESTRICTION**

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date a new affordable rental unit is first occupied, the date an affordable occupied rental unit has been certified as standard, or the date after 50% of the units in a multifamily rental project containing four or more affordable rental units are occupied or have received permanent certificates of occupancy whichever is first.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

## **IV. RESTRICTIONS**

A. The Owner of a rental Affordable Housing unit shall not rent the Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one-year period.

B. The Owner shall not rent the Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Authority, the

Agency, and the Council to determine qualified Low and Moderate Income-Eligible Households.

C. The Owner of the rental Affordable Housing unit shall sell the unit in accordance with and subject to any rules and regulations duly promulgated by the, the Council (N J A C 5:93-9), and the Agency (N.J.A.C.5:80-24) to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

## **V. REQUIREMENTS**

A This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable deed and no later than the leasing and occupancy of 50% of the applicable rental units in any project covered by a single deed with permanent occupancy permits.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or EXHIBIT A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement

C This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

## **VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS**

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an AFFORDABLE HOUSING AGREEMENT which has been filed in the Office of the Clerk of County and is also on file with the Authority."

## **VII. COVENANTS RUNNING WITH LAND**

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

## VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not that party is qualified as a Low or Moderate Income Eligible Household without prior written approval from the Authority

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that the expenditures for any alteration that allows a unit to be resold or rented to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority

F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Authority.

G. If the Authority does not refer a certified household within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred by the Authority. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible rental transaction.

H. The Owner shall not permit any lien, other than a first mortgage or Authority approved second mortgages, which approval shall not be unreasonably withheld, and liens of the Municipality to attach and remain on the property for more than sixty (60) days.

I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement

J. The Owner shall have responsibility for forwarding copies of all documents filed with the applicable county recording office to the Authority after they have been signed, dated and recorded.

K. The Owner shall be obligated to pay a service fee to the Authority for initial occupancy and at the time of each new rental occupancy in the amount specified by the fee schedule approved by the Municipality.

## **IX. FORECLOSURE**

A. This agreement shall not be terminated in the event of judgment of Foreclosure on properties that include Affordable Housing units that are designated as rental units unless the rental unit is contained within an owner-occupied property containing four or less units.

B. If the rental unit is contained within an owner-occupied property containing four or less units, the terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

C. Upon a judgment of Foreclosure of an owner-occupied unit containing an affordable rental housing unit, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

## **X. VIOLATION, DEFAULTS AND REMEDIES**

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

## **XI. RIGHT TO ASSIGN**

Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, Authority, its successors or assigns shall provide written notice to the Owner.

## **XII. INTERPRETATION OF THIS AGREEMENT**

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein

## **XIII. NOTICES**

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

AvalonBay Communities Inc.  
2900 Eisenhower Avenue, Suite 300  
Alexandria, VA 22314  
Attention: Ted Schulman, Esq.

With a Copy to:

AvalonBay Communities, Inc.  
517 Route 1 Soute – Suite 5500  
Iselin, NJ 08830  
Attention: Ron Ladell, Vice President

To the Authority:

Bergen County Housing Authority  
25 Rockwood Place  
Second Floor  
Englewood, NJ 07631  
Attn: Executive Director

To the Municipality:

The Borough of Edgewater

Borough of Edgewater  
Borough Hall  
916 River Road  
Edgewater, NJ 07020  
Attn: Borough Administrator

Or such other address that Authority, Owner, or Municipality may subsequently designate in writing and mail to the other parties.

#### **XIV. SUPERIORITY OF AGREEMENT**

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, Authority, and their respective successors

#### **XV. SEVERABILITY**

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

#### **XVI. CONTROLLING LAW**

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

#### **XVII. OWNER'S CERTIFICATION**

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement

**XVIII. AGREEMENT**

The Owner, Authority, and Municipality hereby agree that all Affordable Housing units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this Agreement. Neither the Owner, Municipality nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of both of the other parties. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk, for the County in which the Affordable Housing units are situated.

ATTEST: *Nancy J. Atkinson*

**AvalonBay Communities, Inc.**

By: *Ronald S. Ladell, Vice President*  
Ronald S. Ladell, Vice President

ATTEST: \_\_\_\_\_

**Bergen County Housing Authority**

By: *David Sirella*  
NAME: DAVID SIRELLA

**Borough of Edgewater**

ATTEST: *Barbara Ruse*

By: *Nancy Merse*  
NAME: NANCY MERSE, MAYOR

**ACKNOWLEDGEMENT**

STATE OF NEW JERSEY    )  
                                  )ss  
COUNTY OF Middlesex    )

I CERTIFY THAT ON October 6, 2008

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

- (a) this person is the Vice President of the corporation named in this document;
- (b) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution at its Board of Directors;
- (c) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on the 6th day of October, 2008

*Nancy J. Atkinson*  
Print Name

Date Commission Expires: 5/16/09

NANCY J. ATKINSON  
Notary Public of New Jersey  
My commission expires May 16, 2009

STATE OF NEW JERSEY )  
 )ss  
COUNTY OF )

I CERTIFY that on 12-30 08, NANCY MERSE personally came before me, and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person);  
(a) is named in and personally signed this document; and (b) signed, sealed and delivered this document as his or her act and deed; and (c) if applicable, is a general partner of the partnership and signed and delivered this document as his or her act and deed as general partner on behalf of the partnership (d) this person signed this proof to attest to the truth of these facts

Signed and sworn to before me on the  
30 day of DECEMBER 2008

H. Nikolaidis  
Print Name

HARRIET NIKOLAIDIS  
I.D.# 2359181  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES: APRIL 26 2012  
Date Commission Expires: \_\_\_\_\_

STATE OF NEW JERSEY )  
 )ss  
COUNTY OF )

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_ personally came before me, and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person);  
(a) is named in and personally signed this document; and (b) signed, sealed and delivered this document as his or her act and deed; and (c) if applicable, is a general partner of the partnership and signed and delivered this document as his or her act and deed as general partner on behalf of the partnership (d) this person signed this proof to attest to the truth of these facts

Signed and sworn to before me on the  
~~SWORN TO AND AGREED~~  
~~BEFORE ME THIS~~  
~~DAY OF~~ 20

\_\_\_\_\_  
Print Name

Date Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**AFFORDABLE HOUSING AGREEMENT**

This Affordable Housing Agreement also applies to the owner's interest in the real properties as further described below:

**PROPERTY DESCRIPTION**

Block # 1 01 Lot # 74

Municipality: Edgewater Borough

County: Bergen # of Units 4  
Complete Street Address & Unit #:

135 River Mews Lane  
235 river Mews Lane  
133 River Mews Lane  
336 River Mews Lane

**TOTAL UNITS: 4**

City: Edgewater Borough  
State: New Jersey  
Zip: 07020

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of at least 30 years beginning on August 15, 2001 and ending at the first non-exempt transfer of title after August 14, 2031.

Please add a legal property description as required including individual building or individual rental unit identification numbers if different from or in addition to above.

ACKNOWLEDGEMENT

STATE OF NEW JERSEY )  
                                  )ss  
COUNTY OF BERGEN )

I CERTIFY THAT ON December 30, 2008

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

- (a) this person is the Mayor of the Borough of Edgewater named in this document;
- (b) this document was signed and delivered by the Borough of Edgewater as its voluntary act duly authorized by a proper resolution of the Mayor and Council meeting;
- (c) this person signed this proof to attest to the truth of these facts

Signed and sworn to before me on the 30<sup>th</sup> day of December, 2008.

*H. Nikolaidis*

HARRIET NIKOLAIDIS Date Commission Expires: \_\_\_\_\_  
Print Name

HARRIET NIKOLAIDIS  
I.D.# 2359181  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES APR 30 2012

STATE OF NEW JERSEY ::

SS ::

COUNTY OF BERGEN ::

I CERTIFY that on this 28<sup>th</sup> day of February, 2009 before me, the undersigned notary public, personally appeared David F. Sivella, as Executive Director of the Housing Authority of Bergen County, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Signed and sworn to be on the

28 day of February, 2009.

Ireda Graziano  
Notary Public

**IREDA GRAZIANO**  
**ID: 2339631**  
**EXPIRES: 01/31/2011**

SENT BY:

9- 9-98 ; 3:30PM ;

2019471010-

2015991616:# 2/17

**ALAMPI, ARTURI, D'ARGENIO & GUAGLARDI, L.L.P.**

*Counsellors at Law  
A Limited Liability Partnership*

210 SYLVAN AVENUE  
ENGLEWOOD CLIFFS, NJ 07632  
201-947-4100  
TELECOPIER 201-947-1010

90 MERRICK AVENUE  
EAST MEADOW, NY 11534  
516-364-7177

CARMINE R. ALAMPI  
ANTHONY X. ARTURI  
RINALDO M. D'ARGENIO  
BARRY S. GUAGLARDI  
ARTHUR R. SMITH

PETER SCANDARIATO  
ROBERT G. GOODRICH  
ANTHONY X. ARTURI, JR.

• NY & NJ BAR  
• NY & PA BAR  
• CP COUNSEL

**VIA FAX AND REGULAR MAIL**  
September 9, 1998

John Candelmo  
Land Use Administrator  
Borough of Edgewater  
916 River Road  
Edgewater, NJ 07020

**RE: Resolution**

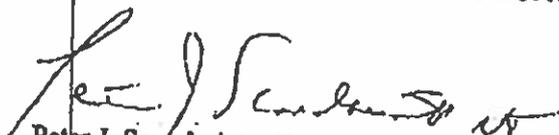
Dear Mr. Candelmo:

Enclosed please find the following amended resolution which replaces the resolution adopted by the Board on September 3, 1998:

1. In the Matter of the Application of: North River Associates, L.L.C.

Please circulate among the appropriate parties. Thank you.

Very truly yours,  
ALAMPI, ARTURI, D'ARGENIO & GUAGLARDI, L.L.P.

  
Peter J. Scandariato, Esq.

PJS/nt

Enc.

cc: Renu A. Shenade, Esq. (VIA FAX and MAIL)

REC-11

SENT BY:

9- 9-98 ; 3:30PM ;

2019471010-

2015991616:# 3/17

AMENDED RESOLUTION

BOARD OF ADJUSTMENT OF THE BOROUGH OF EDGEWATER

IN THE MATTER OF THE APPLICATION OF:

NORTH RIVER MEWS, L.L.C.

DOCKET NO. BSCTCV 98/011.

Introduced By:

Seconded By:

WHEREAS, on February 4, 1998, the Board of Adjustment of the Borough of Edgewater granted to the applicant, North River Mews, L.L.C., certain variances and preliminary and final site plan approval to permit the demolition and removal of an existing industrial building and to construct a residential complex, consisting of three (3) high rise buildings containing a total of 460 dwelling units, together with related site improvements, on the property identified as Block 74, Lots 1 and 3, as depicted on the Tax Assessment Map of the Borough of Edgewater and located at the southwest corner of Russell Avenue and River Road, Edgewater, New Jersey, which property is located in the R-6 Zone; and

WHEREAS, that approval was memorialized by resolution adopted March 4, 1998; and

WHEREAS, the applicant subsequently applied for amended preliminary and final site plan approval to permit the construction of a 408 unit low-rise residential complex on the subject property; and

WHEREAS, the proposed density of 45 units per acre exceeds the density of 40 units per acre permitted in the R-6 Zone, thereby requiring a variance under N.J.S.A. 40:55D-70(d)(5); and

WHEREAS, in connection with this application, the applicant has requested certain other bulk variances, as hereinafter described; and

WHEREAS, the Board is in receipt of a report from its Planners, Burgis Associates, Inc., dated June 29, 1998; and

WHEREAS, this application was considered by the Board at a public hearing on July 15, 1998, pursuant to notice given by the applicant, at which time the applicant submitted testimony and exhibits in support of the application and members of the public were given the opportunity to question the applicant and the applicant's witnesses and to comment on the application; and

WHEREAS, members of the public were present and presented their views concerning the proposed development; now therefore be it

RESOLVED, by the Board that it does hereby make the following findings of fact and conclusions based thereon:

1. That all of the recitals and applications hereinabove set forth are incorporated by reference. That all of the exhibits and documents produced by the applicant are herein incorporated, including those exhibits and documents submitted by the applicant at the public hearing on July 15, 1998.
2. The subject property consists of approximately 9.0 acres and is located at the southwest corner of Russell Avenue and River Road. The parcel also has frontage on Undercliff Avenue. It is identified as Block 74, Lots 1 and 3 on the current tax map of the Borough of Edgewater. The site is irregular in shape with 535 feet of frontage on River Road and an average depth of 566 feet. The site is typified by a varied topography which generally slopes downward from west to east. The site is presently developed with an abandoned industrial building on Lot 1, commonly referred to as the "Alcoa Building", which building is proposed to be demolished and removed, and an existing building on Lot 3, which building is proposed to remain. The subject property is located in the R-6 Zone in which high-rise multifamily dwellings are permitted uses.
- 3.- The applicant is seeking approval to construct 2 buildings, containing a total of 408

dwelling units. Each building is proposed to be 4 stories with a two-level parking garage structure provided underneath. Building #1, which is approximately 670 feet in length with a height of 60 feet, not including the two-level parking garage, is located on the upper level portion of the site along Undercliff Road and contains 240 units. Its height is approximately 57 feet from the grade level of Undercliff Avenue. Building #2, which is 460 feet in length with a height of 58 feet, not including the two-level parking garage, is located on the lower level of the site and contains 168 units. Its height is approximately 78 feet from the grade level of River Road. Both buildings exceed the ordinance relative to maximum building length, which permits a length of no more than 200 feet. \*

4. Primary access to the site is from Russell Avenue near the center of the site. The access point consists of two entrance lanes, separated by an island, which are 11 feet and 16 feet in width, and an 18 foot wide exit lane. The entrance and exit lanes are separated by a security gatehouse. This access point serves both parking garages, the clubhouse/leasing office and visitor parking. On Russell Avenue there are also two 18 foot wide exits serving each parking garage with the exit for Building #2's parking garage being located 40 feet from the main entrance. A secondary access point is provided on River Road by means of a two-way driveway serving the entrance and exit to the underground parking for Building #2 and the Edgewater Cemetery.

5. Internal circulation is provided by a 24 foot wide aisle from the Russell Avenue entrance which continues through the center of the site. It narrows to 20 feet where it diverges to the entrances for each parking garage. An additional 24 foot aisle diverges from this main aisle and serves visitor parking for the clubhouse/leasing office and another entrance/exit point for Building #1's parking garage.

6. A total of 857 parking spaces are provided, 828 in the parking garages and 29

visitor parking spaces. The resulting 2.1 spaces per dwelling unit exceeds the requirements of the Residential Site Improvement Standards. There are a total of 6 handicapped spaces in the parking garages and 2 visitor handicapped spaces.

7. The proposed improvements are depicted on the following:

- A. Site Plans (6 sheets), prepared by McNally Engineering, dated June 9, 1998;
- B. Landscaping and Lighting Plans (11 sheets), prepared by Melillo & Bauer Associates, dated June 4, 1998; and
- C. Architectural Plans and Elevations (13 sheets), prepared by Minno & Wasko, dated June 9, 1998.

8. In connection with this application, the applicant has requested the following variances:

- A. Maximum Density - 40 dwelling units/acre permitted, 45.3 dwelling units/acre proposed;
- B. Minimum Front Yard (River Road) - 50% of building height (not less than 30 feet) required, 20.32 feet proposed;
- C. Minimum Side Yard - 1/3 of building height (not less than 25 feet) required, 9.29 feet (Russel Avenue)/7.82 feet (Lot 2 - Cemetery) proposed;
- D. Minimum Rear Yard - 50% of building height (not less than 30 feet) required, 6.02 feet (Undercliff Avenue) proposed;
- changed* E. Maximum Building Coverage - 25% permitted, 69.3% proposed;
- F. Maximum Building Length - 200 feet permitted, 670.58 feet proposed.
- Added* → G. Maximum Impervious Coverage - 80% permitted, 85.1% proposed.
- Added* → H. Signage - Project identification signs not permitted, 3 illuminated signs (1

sign at each entrance) proposed.

9. At the public hearing on July 15, 1998 the applicant presented the testimony of its expert witnesses, whose testimony may be summarized as follows:

A. After presenting his credentials David Minno, a licensed professional architect and planner of the State of New Jersey, identified the architectural drawings which he had prepared. Mr. Minno described the site as it presently exists and the improvements proposed at the site, including the general site arrangement and the number, location and size of the proposed buildings. Mr. Minno described the architectural features of the buildings, in particular, the elevations, floor plans, layout of units and mix of units. Mr. Minno also described the "streetscape" that would be visible to neighboring residents. Mr. Minno testified that, in his opinion, the articulations in the wall of the building would break up their length. Mr. Minno also testified as to the height of the two buildings, which are proposed to be four stories in height, thereby improving the view towards New York City and the Hudson River for the residents living on, or in the vicinity of Undercliff Avenue. Mr. Minno testified that, in his opinion, the bulk variances requested for the front, rear and side yards, building length and coverage and impervious coverage were necessary to achieve the objective of promoting a desirable visual environment. He further testified that, in his opinion, the benefits of granting site plan approval and the variances requested would outweigh any potential detriments, and that the granting of site plan approval and the variances requested would be consistent with the purposes of zoning set forth in the Municipal Land Use Law, as enumerated in N.J.S.A. 40:55D-2, and consistent with the Borough of Edgewater's Master Plan and Zoning Ordinance, which identified this property as being in the R-6 high-rise residential zone.

B. After presenting his credentials Thomas Bauer, a licensed professional landscape architect of the State of New Jersey, identified the drawings which he had prepared.

Mr. Bauer described the site as it presently exists and he described the landscaping proposed at the site, including proposed plantings and their location. He described the location and appearance of the courtyards, buffers and other green space and he testified regarding the type and location of lighting, and the coloring of paving materials proposed for the site. Mr. Bauer further testified as to the location and layout of the park area in the southwest corner of the site, which park would remain open and accessible to the public. Additionally, Mr. Bauer testified as to the recreational areas proposed for the site, including the swimming pool and waterfall area. Mr. Bauer also testified as to the location of proposed signage (3 in lieu of 5 signs - 2 on River Road and 1 at the corner of Undercliff and Russell), including appearance and lighting of the signs. Mr. Bauer testified that, in his opinion, the proposed landscaping and signage would improve the current condition of the site, and the benefits of the proposed landscaping and signage would outweigh any potential detriments.

C. After presenting his credentials Kenneth Ochab, a licensed professional planner of the State of New Jersey, identified the report which he had prepared. He then described existing conditions at the site and provided a brief development history of the site. Mr. Ochab testified regarding the intent and purpose of the "Brownfield Act". Mr. Ochab testified that the buildings on the property could have qualified for "Brownfield" treatment, however, the applicant proposed to, and has demolished the contaminated buildings on site using private, as distinguished from public, funds. Mr. Ochab testified that the density variance sought by the applicant was necessary to offset the cost of private remediation of the contamination at the site. He also testified that the density variance requested fell within the range contemplated by the Borough of Edgewater's Master Plan. Mr. Ochab testified that, in his opinion, the benefits of granting the density variance would outweigh any detriments and would be consistent with the intent and purposes of the "Brownfield Act". Mr. Ochab further testified regarding the building

coverage and impervious coverage variances sought. With respect to impervious coverage, Mr. Ochab testified that, if the courtyards located over the parking structures were included in the calculations as green space, the total impervious coverage at the site would be 73.2%, thereby complying with the Borough of Edgewater's Ordinance. Mr. Ochab further testified that, in his opinion, the granting of the variances sought would outweigh any potential detriments. In addition, Mr. Ochab testified that the site plan approval and variances could be granted without substantial impairment of the public good; would promote the purposes of zoning set forth in the Municipal Land Use Law, enumerated at N.J.S.A. 40:55D-2, such as promoting a desirable visual environment and providing adequate air and light; and be consistent with the Borough of Edgewater's Master Plan and Zoning Ordinance. Mr. Ochab presented an Exhibit which identified the purposes of zoning achieved by the proposed plan.

D. After presenting his credentials Daniel Disario, a licensed professional engineer of the State of New Jersey, identified the traffic impact study which he had prepared and he described the existing traffic patterns and circulation around the site. Mr. Disario testified regarding the traffic characteristics of the proposed development, including trip generation and trip distribution. Mr. Disario also testified as to future roadway conditions. In particular, Mr. Disario testified that the proposed site (and nearby sites) would not have a detrimental effect on surrounding roadways in light of the improvements currently being made to River Road. In addition, Mr. Disario testified as to access and circulation on the site itself. He described the underground parking available on site, the number of parking spaces, and ingress and egress. Mr. Disario testified that, in his opinion, there would be ample parking and sufficient emergency vehicle access on the site. Mr. Disario also testified that parking would be provided for the cemetery located on the site. He also testified that, in his opinion, the proposed traffic design and parking would improve the current condition of the site, and that the benefits of the proposed

traffic design and parking would outweigh any potential detriments.

E. After presenting his credentials Michael McGowan, a licensed professional engineer of the State of New Jersey, identified the site plan and engineering drawings which he had prepared and described the existing conditions on the site. Mr. McGowan testified as to the general description of the site plan, the drainage plan and the utilities proposed for the site, including water and sewer hook-ups. He also described the grading of the site and how the proposed development fit the sloped property. Additionally, Mr. McGowan described the improvements proposed to the surrounding sidewalks and streets which would be done as a part of the development. Mr. McGowan also testified that the site plan complied with the Americans With Disabilities Act requirements. Mr. McGowan testified that, in his opinion, the proposed site plan, if approved, would improve the conditions at the site, and that the benefits of the proposed site plan would outweigh any potential detriments and generally would satisfy the objectives and requirements of the site plan ordinance.

F. James D. Demetrakis, Esq., an Attorney at Law and the applicant's development consultant, testified as to the history of the site and the prior approvals granted to the applicant. Mr. Demetrakis also testified with regard to the future use of the Vreeland Avenue building. He testified that the applicant would use the Vreeland Avenue building as ancillary uses to the residential complex and also as a private and public recreational facility, such as a spa or a "Palisadium" or "Canyon Ranch" type of facility. Mr. Demetrakis testified that a deed or other restriction in recordable form, satisfactory to the Board Attorney, would be provided by the applicant, restricting the future use of the Vreeland Avenue building for additional residential units. Mr. Demetrakis further testified that the applicant would make a separate application for the future use of the Vreeland Avenue building. Mr. Demetrakis further testified that the semi-public park to be located at the corner of Vreeland Avenue and Undercliff Avenue would be

available for a private and public use, subject to an operating license agreement and regulations or some other form of permission that would be granted to the public. Mr. Demetrakis also testified that construction drawings would be submitted, showing that the height of the proposed residential buildings would be 50 feet (with not more than a 5% deviation) measured from the corner of Undercliff Avenue and Russell Avenue (at the southeast corner of that intersection), and that the height of the existing Vreeland Avenue building, when completed for a new project, would not exceed 38 feet measured from the corner of Vreeland Avenue and Undercliff Avenue, notwithstanding the removal of a portion of same for the park to be located at that corner.

X

10. Section 249-76 of the Edgewater Zoning Ordinance requires that certain zoning districts, including the zoning district in which the subject property is located, be subject to an inclusionary development set-aside so as to provide that ten percent (10%) of the total number of dwelling units in a development be set aside for low and moderate income households. The Board notes that, on July 13, 1998, the Edgewater Borough Council adopted resolution no. R98-188 which established the inclusionary development set-aside for the project to be constructed on the subject property at four (4) units. The applicant shall comply with the aforesaid resolution of the Borough Council by constructing four (4) low/moderate housing units on the subject property.

*added*

*why not 4 units?*

11. Based on the evidence submitted by the applicant and the testimony of the applicant's witnesses, the Board further finds and concludes as follows:

A. The existing industrial buildings on the site presently act as a wall, blocking the view of the Hudson River for the residents of Undercliff Avenue and areas west of the site. The front, side and rear yard setback variances, as well as the variance relating to building length requested by the applicant are required due to the shape and configuration of the site and in order to maximize the distance between the proposed buildings. This will enhance the view

corridor which will be created once the industrial buildings are removed and accommodate the open-space concept design of the project.

B. With regard to the variance relating to building coverage, the Board finds that the proposed coverage, while greater than permitted by the Ordinance, is a significant reduction from the 86% coverage existing on the site. The Board further finds that the variance is necessitated by the applicant's reducing the height of the proposed buildings, in response to concerns from surrounding neighbors, which will also maximize the view corridor.

12 11. The Municipal Land Use Law, at N.J.S.A. 40:55D-70 sets forth the statutory positive criteria which an applicant must satisfy before variance relief may be granted. N.J.S.A. 40:55D-70(d)(5) permits a Zoning Board of Adjustment, "in particular cases and for special reasons" to permit "an increase in the permitted density as defined in section 3.1 of P.L. 1975, c. 291 (C. 40:55D-4), ...".

13 12. Based on the evidence presented by the applicant at the public hearings, the Board again finds that the subject property, which has been a blight on the Borough of Edgewater for over three decades, contains environmentally contaminated and impaired industrial buildings. As a result, the site cannot be utilized for its zoned purpose unless the existing environmental contamination is mitigated and removed and unless the large industrial structures existing on the site are removed. In addition, the buildings contain PCB's, which require out-of-state disposal at a "TOSCA" regulated facility. The Board further finds that, in order to accommodate the substantial additional development costs required to effect the extensive mitigation and remediation on the site, additional densities, in excess of the density permitted under the Zoning Ordinance, are required. The Board further finds that the density variance falls within the range contemplated by the Borough's Master Plan.

14 12. The Board finds that special reasons exist for the granting of the density variance

under N.J.S.A. 40:55D-70(d)(5). Among the purposes of the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., are the encouragement of municipal action to guide the appropriate use or development of lands in the State in a manner which will promote the public health, safety and welfare; the provision of adequate light, air and open space; to promote a desirable visual environment through creative development techniques and good civic design and arrangements; and the encourage planned unit developments which incorporate the best features of design and relate the type, design and layout of residential development to the particular site. The Board finds that the project proposed by the applicant will meet these objectives. First, the Board finds that the cleanup and mitigation of the previously contaminated structures, without recourse to public funding or financial assistance available under the "Brownfield Act", will benefit the present and future residents of the Borough by removing a hazardous and unsafe condition. This, in turn, will promote the public health, safety and welfare. Through this project, the Borough will be achieving all of the benefits of the "Brownfield Act" without incurring any of the financial obligations or making any of the economic concessions available to the applicant under the Act.

15 13. With regard to the bulk variances, the Board finds that the project has been designed, and the buildings laid out in such a way, as to minimize the visual obstructions between the Hudson River and the residents living west of the site. The Board finds that granting the requested bulk variances will enhance the view corridors to the River available to the residents, in a location where none present exist. The Board further finds that this will greatly enhance the aesthetics of the site and the surrounding area and constitute a benefit to the residents of Edgewater. The Board further finds that, due to the size, configuration and topography of the site, and the existence of a cemetery located on Block 74, Lot 2, totally within the subject property, this benefit could not be obtained if the variances were not granted. In addition, the Board finds that variance conditions proposed by this application are substantially

less than the variance conditions previously approved by this Board on February 4, 1998 in connection with the preliminary and final site plan approval.

14. In addition to the positive criteria enunciated above, the Municipal Land Use Law requires that a showing of the negative criteria be made in order to obtain a variance. This requires a demonstration by the applicant that variance relief can be granted "without substantial detriment to the public good and will not substantially impair the intent and purpose of the Zone Plan and Zoning Ordinance". The Board finds that, for the reasons discussed above, the applicant has satisfied the necessary negative criteria. The Board further finds that, although no evidence of any substantial detriment resulting from the granting of the variances was presented, any minimal detriment which might flow from the granting of the variances is being adequately addressed and mitigated by the applicant through creative architectural design features, an open-space design and extensive landscaping.

**BE IT FURTHER RESOLVED THAT,** for the reasons set forth above, based upon all of the testimony and evidence presented by the applicant, the application for amended preliminary and final site plan approval to permit the demolition and removal of existing industrial buildings and the construction of a residential complex, consisting of 2 low-rise residential buildings, containing a total of 408 dwelling units, together with related site improvements, on the property identified as Block 74, Lots 1 and 3, as depicted on the Tax Assessment Map of the Borough of Edgewater and located at the southwest corner of Russell Avenue and River Road, Edgewater, New Jersey, together with the density and bulk variances set forth above, and as shown on the above referenced plans, be and are hereby granted.

**BE IT FURTHER RESOLVED,** that the above approvals are subject to the following conditions:

1. The applicant shall secure all necessary approvals from all other

governmental agencies having jurisdiction over this project including but not limited to the New Jersey Department of Transportation, Bergen County Planning Board and Bergen County Soil Conservation District. In the event that such other governmental agencies require substantial changes to the project, the Board reserves the right to review and approve any such changes.

2. The applicant shall comply with all of the applicable requirements of the Borough Planner, as set forth in his report dated June 29, 1998.

3. The property designated as Block 74, Lot 3 shall be restricted to parking and ancillary recreational uses to serve the residential development on site, with the potential to serve as a quasi-public facility to provide recreational facilities to the public and said property shall not be used for additional residential units. This restriction shall be set forth in a Deed to the property and shall run in perpetuity with the land. In the event the applicant, or the applicant's successor in title, shall desire to change and/or expand the use of the property or the buildings located thereon, or open the proposed recreational facilities to the public, further site plan application, review and approval will be required. A Deed to the subject property setting forth this restriction shall be submitted to the Board Attorney for review and approval and shall be recorded by the Board Attorney in the Bergen County Clerk's Office at the applicant's expense. This Deed shall be recorded prior to, or simultaneously with, the execution of the Developer's Agreement by the Borough.

4. The applicant shall provide suitable direct vehicular access to the cemetery located on Block 74, Lot 2, by means of an access easement in a form and location acceptable to the Edgewater Mayor and Council. In addition, the applicant shall provide not less than seven (7) parking spaces for use by visitors to the cemetery.

5. Eighty-Five feet (85') of the building located on Block 74, Lot 3 shall be removed and the applicant shall provide an area of not less than 100 feet by 150 feet (15,000

square feet), at the corner of Vreeland Avenue and Undercliff Avenue (southwest corner of the property), to be dedicated as a park and playground area open and accessible to the public. This dedication shall be set forth in a Deed to the property and shall run in perpetuity with the land. A Deed to the subject property setting forth this dedication shall be submitted to the Board Attorney for review and approval and shall be recorded by the Board Attorney in the Bergen County Clerk's Office at the applicant's expense. This Deed shall be recorded prior to, or simultaneously with, the execution of the Developer's Agreement by the Borough.

6. The applicant shall construct four (4) low/moderate housing units within the development, in accordance with the resolution R98-188 adopted by the Edgewater Borough Council on July 13, 1998. \*

7. The applicant shall comply with such additional conditions and requirements of the Borough Engineer as an ongoing inspection of drainage and site concerns may reveal.

8. The applicant shall comply with all applicable requirements of the municipal blasting ordinance and such engineering inspection and requirements as the Borough Engineer may impose. Any damage to Borough or private property during the blasting process must be promptly and properly repaired.

9. The applicant shall enter into a Developer's Agreement with the Borough, to be prepared by the Board Attorney, detailing the nature and scope of the work to be constructed incident to the within development and the posting of adequate sureties to guarantee the performance by the applicant.

10. The applicant shall post all fees and deposits required by the Municipal Code pertaining to this application, including any outstanding deficiencies in escrow amounts.

SENT BY:

9- 9-98 ; 3:36PM ;

2019/010-

2015991616:#17/17

ROLL CALL:

AYES

NAYS

CHRISTIANSEN

CRISCUOLO

FORD

KELLEY

LAWLOR

MINETTI

ORTEGA

SAPANARO

Chairman: \_\_\_\_\_

Secretary: \_\_\_\_\_

Date: \_\_\_\_\_

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Lodi Memorial Library	1 Memorial Dr.		Lodi, NJ 07844	Bergen County	Libraries
Harrington Public Library	10 Herring St.		Harrington, NJ 07840	Bergen County	Libraries
Mahwah Free Public Library	100 Ridge Rd.		Mahwah, NJ 07430	Bergen County	Libraries
Tenafly Free Public Library	100 Riveredge Rd.		Tenafly, NJ 07670	Bergen County	Libraries
Fair Lawn Public Library	10-01 Fair Lawn Ave.		Fair Lawn, NJ 07410	Bergen County	Libraries
Ridgefield Public Library	107 Cedar St.		Ridgefield Park, NJ 07660	Bergen County	Libraries
Paramus Library	116 E Century Rd.		Paramus, NJ 07652	Bergen County	Libraries
Montvale Free Public Library	12 Mercedes Dr.		Montvale, NJ 07645	Bergen County	Libraries
Ridgewood Public Library	125 N. Maple Ave.		Ridgewood, NJ 07450	Bergen County	Libraries
East Rutherford Memorial Library	143 Botling Springs Ave.		East Rutherford, NJ 07073	Bergen County	Libraries
Washington Twp Public Library-Bergen	144 Woodfield Rd.		Washington, NJ 07676	Bergen County	Libraries
Rutherford Free Public Library	150 Park Ave.		Rutherford, NJ 07070	Bergen County	Libraries
Rochelle Park Public Library	151 W Passaic St.		Rochelle Park, NJ 07862	Bergen County	Libraries
Dixon Homestead Library	180 Washington Ave.		Dumont, NJ 07628	Bergen County	Libraries
Walshwick Public Library	19 E. Prospect St.		Walshwick, NJ 07463	Bergen County	Libraries
Norwood Public Library	188 Summit St.		Norwood, NJ 07646	Bergen County	Libraries
Oakland Public Library	2 Municipal Plaza		Oakland, NJ 07436	Bergen County	Libraries
Emerson Public Library	20 Palisade Ave.		Emerson, NJ 07630	Bergen County	Libraries
New Millford Library	200 Dahlia Dr.		New Millford, NJ 07846	Bergen County	Libraries
Wyckoff Free Public Library	200 Woodland Ave.		Wyckoff, NJ 07481	Bergen County	Libraries
Elmwood Park Public Library	210 Lee St.		Elmwood Park, NJ 07407	Bergen County	Libraries
North Arlington Public Library	210 Ridge Rd.		North Arlington, NJ 07031	Bergen County	Libraries
Fairview Free Public Library	213 Anderson Ave.		Fairview, NJ 07622	Bergen County	Libraries
Leonia Boro Library	227 Fort Lee Rd.		Leonia, NJ 07605	Bergen County	Libraries
Wood-Ridge Memorial Library	231 Hackensack St.		Wood-Ridge, NJ 07075	Bergen County	Libraries
Little Ferry Library	239 Libert St.		Little Ferry, NJ 07643	Bergen County	Libraries
Paramus City Public Library	239 W. Midland Ave.		Paramus, NJ 07652	Bergen County	Libraries
Upper Saddle River Public Library	245 Lake St.		Upper Saddle, NJ 07458	Bergen County	Libraries
Midland Park Memorial Library	250 Godwin Ave.		Midland Park, NJ 07432	Bergen County	Libraries
Palisades Park Library	257 2nd St.		Palisades Park, NJ 07652	Bergen County	Libraries
Johnson Free Public Library	274 Main St.		Hackensack, NJ 07601	Bergen County	Libraries
Closter Boro Public Library	280 High St.		Closter, NJ 07624	Bergen County	Libraries
Ramsey Free Public Library	30 Wyckoff Ave.		Ramsey, NJ 07448	Bergen County	Libraries
Haworth Municipal Library	300 Haworth Ave.		Haworth, NJ 07841	Bergen County	Libraries
Englewood Public Library	31 Engle St.		Englewood, NJ 07631	Bergen County	Libraries
Glen Rock Public Library	315 Rock Rd.		Glen Rock, NJ 07452	Bergen County	Libraries
Hasbrouck Heights Free Public Library	320 Boulevard		Hasbrouck Heights, NJ 07604	Bergen County	Libraries
Fort Lee Free Public Library	320 Main St.		Fort Lee, NJ 07024	Bergen County	Libraries
Saddle Brook Library	340 Mayhill St.		Saddlebrook, NJ 07883	Bergen County	Libraries
Lyndhurst Free Public Library	355 Valley Brook Ave.		Lyndhurst, NJ 07071	Bergen County	Libraries
Oradell Public Library	375 Kinderkamack Rd.		Oradell, NJ 07649	Bergen County	Libraries
Bogota Borough Library	375 Larch Ave., #2		Bogota, NJ 08603	Bergen County	Libraries
River Vale Public Library	412 Riverdale Rd.		River Vale, NJ 07675	Bergen County	Libraries
William E. Dermody Free Public Library	420 Hackensack St.		Calistado, NJ 07072	Bergen County	Libraries
Maywood Library	459 Maywood Ave.		Maywood, NJ 07607	Bergen County	Libraries
Franklin Lakes Free Public Library	470 Dekorte Dr.		Franklin Lakes, NJ 07417	Bergen County	Libraries
Edgewater Public Library	49 Hudson Ave.		Edgewater, NJ 07020	Bergen County	Libraries

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Westwood Free Public Library	49 Park Ave.		Westwood, NJ 07675	Bergen County	Libraries
Bergenfield Public Library	50 W. Clinton Ave.		Bergenfield, NJ 07621	Bergen County	Libraries
Garfield Free Public Library	500 Midland Ave.		Garfield, NJ 07028	Bergen County	Libraries
Lee Memorial Library	500 W. Crescent Ave.		Allendale, NJ 07401	Bergen County	Libraries
Cliffside Park Free Public Library	505 Palisade Ave.		Cliffside Park, NJ 07010	Bergen County	Libraries
Hilldale Public Library	509 Hilldale Ave.		Hilldale, NJ 07642	Bergen County	Libraries
Park Ridge Free Public Library	51 Park Ave.		Park Ridge, NJ 07658	Bergen County	Libraries
Ridgefield Public Library	527 Morae Ave.		Ridgefield, NJ 07657	Bergen County	Libraries
Cresskill Boro Public Library	53 Union Ave.		Cresskill, NJ 07626	Bergen County	Libraries
Old Tappan Free Public Library	58 Russell Ave.		Old Tappan, NJ 07675	Bergen County	Libraries
River Edge Public Library	685 Elm Ave.		River Edge, NJ 07661	Bergen County	Libraries
Teaneck Public Library	840 Teaneck Rd.		Teaneck, NJ 07666	Bergen County	Libraries
North Bergen Free Public Library	8411 Bergenline Ave.		North Bergen, NJ 07047	Bergen County	Libraries
Demarest Public Library	90 Hardenburgh Ave.		Demarest, NJ 07627	Bergen County	Libraries
Ho Ho Kus Public Library	91 Warren Ave.		Ho Ho Kus, NJ 07423	Bergen County	Libraries
John F. Kennedy Memorial Library	92 Hathaway St.		Wallington, NJ 07057	Bergen County	Libraries
Northvale Public Library	PO Box 71		Northvale, NJ 07647-0071	Bergen County	Libraries
Jersey City Free Public Library	472 Jersey Ave.		Jersey City, NJ 07302	HUDSON COUNTY	Libraries
Union City Free Public Library	324 43rd St		Union City, NJ 07087-5008	HUDSON COUNTY	Libraries
Harrison Public Library	415 Harrison Ave		Harrison, NJ 07028-1797	HUDSON COUNTY	Libraries
West New York Public Library	425 80th St		West New York, NJ 07093-2211	HUDSON COUNTY	Libraries
Hoboken Public Library	500 Park Ave		Hoboken, NJ 07030-3906	HUDSON COUNTY	Libraries
Bayonne Free Public Library	697 Ave. C		Bayonne, NJ 07002-2806	HUDSON COUNTY	Libraries
North Bergen Free Public Library	8411 Bergenline Ave		North Bergen, NJ 07047-6517	HUDSON COUNTY	Libraries
Story Court Branch Library	Bayonne Free Public Library	16 W 4th St	Bayonne, NJ 07002-2402	HUDSON COUNTY	Libraries
Five Corners Branch Library	Jersey City Free Public Library	678 Newark Ave	Jersey City, NJ 07306-2904	HUDSON COUNTY	Libraries
Glenn D. Cunningham Branch	Jersey City Free Public Library	275 Martin Luther King Dr.	Jersey City, NJ 07305	HUDSON COUNTY	Libraries
Greenville Public Library	Jersey City Free Public Library	1641 John F. Kennedy Blvd	Jersey City, NJ 07305-2106	HUDSON COUNTY	Libraries
Lafayette Branch Library	Jersey City Free Public Library	307 Pacific Ave	Jersey City, NJ 07304-3772	HUDSON COUNTY	Libraries
Main Library	Jersey City Free Public Library	472 Jersey Ave	Jersey City, NJ 07302	HUDSON COUNTY	Libraries
Marion Branch Library	Jersey City Free Public Library	1017 W Side Ave	Jersey City, NJ 07306-6911	HUDSON COUNTY	Libraries
Miller Branch Library	Jersey City Free Public Library	489 Bergen Ave	Jersey City, NJ 07304-2401	HUDSON COUNTY	Libraries
Pavonia Branch Library	Jersey City Free Public Library	326 8th St	Jersey City, NJ 07302-1906	HUDSON COUNTY	Libraries
The Heights Branch Library	Jersey City Free Public Library	14 Zabriskie St	Jersey City, NJ 07307-2902	HUDSON COUNTY	Libraries
West Bergen Branch Library	Jersey City Free Public Library	476 West Side Ave.	Jersey City, NJ 07304	HUDSON COUNTY	Libraries
Kearny Public Library	Town of Kearny	318 Kearny Ave	Kearny, NJ 07032-2505	HUDSON COUNTY	Libraries
Kearny Public Library	Town of Kearny	759 Kearny Ave	Kearny, NJ 07032-3146	HUDSON COUNTY	Libraries
Secaucus Public Library	Town of Secaucus	Plaza Cir	Secaucus, NJ 07094	HUDSON COUNTY	Libraries
Weehawken Free Public Library	Township of Weehawken	49 Hauxhurst Ave	Weehawken, NJ 07086-6803	HUDSON COUNTY	Libraries
Preakness Branch Library	1008 Hamburg Tpke		Wayne, NJ 07470	Passaic County	Libraries
Bloomington Public Library	101 Hamburg Turnpike		Bloomington, NJ 07403	Passaic County	Libraries
Jefferson Township Public Library	1031 Weldon Rd.		Oak Ridge, NJ 07438	Passaic County	Libraries
North Haledon Free Public Library	129 Overlook Ave		North Haledon, NJ 07508	Passaic County	Libraries
Ringwood Public Library	145 Skylands Rd.		Ringwood, NJ 07458	Passaic County	Libraries
Passaic Public Library	165 Gregory Ave		Passaic, NJ 07055	Passaic County	Libraries
Paterson Free Public Library	250 BRd.way		Paterson, NJ 07505	Passaic County	Libraries
Clifton Public Library	292 Piaget Ave		Clifton, NJ 07011	Passaic County	Libraries

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Emanuel Einstein Public Library	333 Wanaque Ave		Pompton Lakes, NJ 07442	Passaic County	Libraries
Louis Bay 2nd Library	345 Lafayette Ave		Hawthorne, NJ 07506	Passaic County	Libraries
Totowa Branch Library	405 Union Ave		Paterson, NJ 07512	Passaic County	Libraries
Passaic County Library - Alwood Branch	44 Lyall Rd.		Clifton, NJ 07011	Passaic County	Libraries
Wayne Public Library	475 Valley Rd.		Wayne, NJ 07470	Passaic County	Libraries
Paquanock Township Public Library	477 Newark Pompton Turnpike		Pompton Plains, NJ 07444	Passaic County	Libraries
Haledon Public Library	510 Belmont Ave.		Haledon, NJ 07508	Passaic County	Libraries
Dwight D. Eisenhower Library	537 Totowa Rd.		Totowa Borough, NJ 07512	Passaic County	Libraries
Wanaque Free Public Library	616 Ringwood Ave		Wanaque, NJ 07465	Passaic County	Libraries
Alfred H. Baumann Library-West Paterson	7 Brophy Lane		Woodland Park, NJ 07424	Passaic County	Libraries
Little Falls Public Library	8 Warren St		Little Falls, NJ 07424	Passaic County	Libraries
Reid Memorial Branch Library	80 Third St		Passaic, NJ 07055	Passaic County	Libraries
South Paterson Branch Library	830 Main St		Paterson, NJ 07503	Passaic County	Libraries
Passaic County Community College	Library/Learning Resource Center	One College Boulevard	Paterson, NJ 07505	Passaic County	Libraries
West Paterson Free Public Library	McBride Ave & Brophy La		West Paterson, NJ 07424	Passaic County	Libraries
William Paterson College of New Jersey	Sarah Byrd Askew Library	300 Pompton Rd	Wayne NJ 07470	Passaic County	Libraries
West Milford Library	Union Valley Rd.		West Milford, NJ 07480	Passaic County	Libraries
Pompton Lakes Borough Free Public Library	333 Wanaque Ave.		Pompton Lakes, NJ 07442	Passaic County	Libraries
Sussex County Library	125 Morris Turnpike		Newton, NJ 07860	Sussex county	Libraries
Sparta Public Library	22 Woodport Rd.		Sparta, NJ 07871	Sussex county	Libraries
Becton Dickinson & Company	1 Becton Dr.		Franklin Lakes, NJ 07417	Bergen County	Major Employers
Bergen County	1 Bergen County Plaza		Hackensack, NJ 07601	Bergen County	Major Employers
Pearson Educational, INC.	221 River St FL 2		Hoboken, NJ 07030	Bergen County	Major Employers
Marcel Paper Mills, Inc.	1 Market St		Elmwood Park, NJ 07407	Bergen County	Major Employers
Merck Medco Managed Care LLC	100 Parsons Pond Dr.		Franklin Lakes, NJ 07417	Bergen County	Major Employers
AT&T Wireless Services, INC.	15 E. Midland Ave.		Paramus, NJ 07652	Bergen County	Major Employers
Great Atlantic & Pacific Tea Company	2 Paragon Dr.		Montvale, NJ 07645	Bergen County	Major Employers
Inserra Supermarkets, INC.	20 Ridge Rd.		Mahwah, NJ 07430	Bergen County	Major Employers
Valley Health System	2223 N Van Dien Ave.		Ridgewood, NJ 07450	Bergen County	Major Employers
United States Postal Service	228 State St		Hackensack, NJ 07601	Bergen County	Major Employers
Bergen Regional Medical Center	230 East Ridgewood Ave.		Paramus, NJ 07652	Bergen County	Major Employers
Society of the Valley Hospital	233 N. Van Dien Ave		Ridgewood, NJ 07450	Bergen County	Major Employers
Hackensack University Medical Center	30 Prospect Ave.		Hackensack, NJ 07601	Bergen County	Major Employers
Englewood Hospital and Medical Center	300 Engle St		Englewood, NJ 07631	Bergen County	Major Employers
Bergen County Community College	400 Paramus Rd.		Paramus, NJ 07652	Bergen County	Major Employers
Ridgewood Board of Education	49 Cottage Pl		Ridgewood, NJ 07450	Bergen County	Major Employers
Aramark Services Management of N.J. Inc.	50 Route 120		East Rutherford, NJ 07076	Bergen County	Major Employers
N.J. Sports & Expo Center	50 State Highway 120		East Rutherford, NJ 07073	Bergen County	Major Employers
Howmedica Osteonics Corp	58 Route 17		Allendale, NJ 07401	Bergen County	Major Employers
Doherty Enterprises	7 Pearle Court		Allendale, NJ 07401	Bergen County	Major Employers
Holy Name Hospital	718 Teaneck Rd.		Teaneck, NJ 07666	Bergen County	Major Employers
Kullman Buildings Corp.	80 E. State Rt. 4 Ste. 200		Paramus, NJ 07652-2661	Bergen County	Major Employers
Conopco, Inc.	800 Sylvan St		Englewood Cliffs, NJ 07632	Bergen County	Major Employers
Paramus Board of Education	99 Centary Rd.		Paramus, NJ 07652	Bergen County	Major Employers
United Parcel Service	General Service	340 McArthur Blvd.	Mahwah, NJ 07430	Bergen County	Major Employers
Quest Diagnostics Incorporated	One Malcolm Dr.		Teterboro, NJ 07608	Bergen County	Major Employers
Insurance Service Office, Inc.	545 Washington Blvd.		Jersey City, NJ 07310	HUDSON COUNTY	Major Employers

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Stevens Institute of Technology	1 Castle Point Terrace		Hoboken, NJ 07030	HUDSON COUNTY	Major Employers
NJ Transit Corp.	1 Hudson Pl.		Hoboken, NJ 07030	HUDSON COUNTY	Major Employers
Credit Suisse First Boston LLC	1 Pershing Plaza		Jersey City, NJ 07399	HUDSON COUNTY	Major Employers
CGI Noth America	100 Burma Rd.		Jersey City, NJ 07305	HUDSON COUNTY	Major Employers
Goya Foods	100 Seaview Drive		Secaucus, NJ 07094	HUDSON COUNTY	Major Employers
Lahman Commercial Paper, Inc.	101 Hudson St.		Jersey City, NJ 07302	HUDSON COUNTY	Major Employers
New Jersey Transit Corp.	1148 Newark Turnpike		Kearny, NJ 07032	HUDSON COUNTY	Major Employers
Nerac USA Inc.	121 River St.		Hoboken, NJ 07030	HUDSON COUNTY	Major Employers
St. George Trucking and Warehousing	123 Pennsylvania Ave.		Kearny, NJ 07032	HUDSON COUNTY	Major Employers
US News Report LLC	125 Theodore Conrad Dr.		Jersey City, NJ 07305	HUDSON COUNTY	Major Employers
Christ Hospital	176 Palisade Ave.		Jersey City, NJ 07308	HUDSON COUNTY	Major Employers
ADP Financial Information Service Inc.	2 Journal Square		Jersey City, NJ 07306	HUDSON COUNTY	Major Employers
Ritter Syaco Food Service	20 Theodore Conrad Dr.		Jersey City, NJ 07305	HUDSON COUNTY	Major Employers
Cristi Cleaning Service	204 Paterson Plank Rd.		Union, NJ 07087	HUDSON COUNTY	Major Employers
Bowme Business Communications Inc.	215 County Ave.		Secaucus, NJ 07094	HUDSON COUNTY	Major Employers
The Port Authority of NY & NJ	241 Erie St.		Jersey City, NJ 07310	HUDSON COUNTY	Major Employers
National Retail Systems, Inc.	2820 16th St.		North Bergen, NJ 07047	HUDSON COUNTY	Major Employers
Bayonne Hospital	29th St. E		Bayonne, NJ 07002	HUDSON COUNTY	Major Employers
St. Mary Hospital	308 Willow Ave.		Hoboken, NJ 07030	HUDSON COUNTY	Major Employers
Langer Transport Corp.	420 Rt 440		Jersey City, NJ 07305	HUDSON COUNTY	Major Employers
United Services, Inc.	482 Forest St.		Kearny, NJ 07032	HUDSON COUNTY	Major Employers
United Parcel Service	492 County Ave.		Secaucus, NJ 07094	HUDSON COUNTY	Major Employers
Jersey City Medical Center	50 Grand St.		Jersey City, NJ 07302	HUDSON COUNTY	Major Employers
North Hudson Community Action Corp.	5301 BRd.way		West New York, NJ 07093	HUDSON COUNTY	Major Employers
JP Morgan Chase Bank	575 Washington Blvd.		Jersey City, NJ 07310	HUDSON COUNTY	Major Employers
Liz Claiborne Inc.	5901 W Side Ave		North Bergen, NJ 07047	HUDSON COUNTY	Major Employers
Palisades General Hospital	7600 River Rd.		North Bergen, NJ 07047	HUDSON COUNTY	Major Employers
United States Postal Service	80 County Rd.		Jersey City, NJ 07097	HUDSON COUNTY	Major Employers
Lord Abbot & Company	90 Hudson St.		Jersey City, NJ 07302	HUDSON COUNTY	Major Employers
Meadowlands Hospital Medical Center	Meadowlands Parkway		Secaucus, NJ 07094	HUDSON COUNTY	Major Employers
Port Imperial Ferry Corp.	Pershing Rd.		Weehawken, NJ 07086	HUDSON COUNTY	Major Employers
Toys R Us Headquarters	1 Geoffrey Way		Wayne NJ 07470	Passaic County	Major Employers
YM-YWCA of North Jersey	1 Pike Dr.		Wayne NJ 07470	Passaic County	Major Employers
Aerospace Nylok Corp	11 Thomas Rd.		Hawthorne, NJ 07506	Passaic County	Major Employers
YMCA	128 Ward St.		Paterson, NJ 07505	Passaic County	Major Employers
GAF Materials Corp.	1361 Alps Rd.		Wayne NJ 07470	Passaic County	Major Employers
Valley National Bank Headquarters	1455 Valley Rd.		Wayne NJ 07470	Passaic County	Major Employers
Boys & Girls Club of Hawthorne	150 Mattland Ave.		Hawthorne, NJ 07506	Passaic County	Major Employers
BAE Systems	150 Parish Dr.		Wayne NJ 07470	Passaic County	Major Employers
Beth Israel Hospital	201 Lyons Ave.		Newark, NJ 07102	Passaic County	Major Employers
St. Mary's Hospital	211 Pennington Ave.		Passaic, NJ 07055	Passaic County	Major Employers
Health Center at Bloomingdale	255 Union Ave.		Bloomingdale, NJ 07403	Passaic County	Major Employers
Sommers Plastic Product Co.	31 Strytown Rd.		Clifton, NJ 07012	Passaic County	Major Employers
Aero Manufacturing	310 Allwood Rd.		Clifton, NJ 07011	Passaic County	Major Employers
YMCA	45 River Dr.		Passaic, NJ 07055	Passaic County	Major Employers
St. Joseph's Hospital	703 Main St.		Paterson, NJ 07503	Passaic County	Major Employers
Habitat for Humanity	P.O. Box 2585		Paterson, NJ 07505	Passaic County	Major Employers

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Newton Memorial Hospital Inc.	175 High St		Newton, NJ 07860	Sussex county	Major Employers
Ames Rubber Corp	18 Ames Blvd		Hamburg, NJ 07418-1514	Sussex county	Major Employers
Hopatcong Board of Education	2 Windsor Ave		Hopatcong, NJ 07843-1221	Sussex county	Major Employers
Saint Clare's Hospital	20 Walnut St		Sussex, NJ 07481-2222	Sussex county	Major Employers
Mountain Creek Resorts	200 State Rt 94		Vernon, NJ 07482-3521	Sussex county	Major Employers
Selective Insurance	40 Wantage Ave		Branchville, NJ 07828-5640	Sussex county	Major Employers
Vernon Township Board of Education	538 State Rt 515		Vernon, NJ 07482	Sussex county	Major Employers
Andover Subacute and Rehab Center	69 Mulford Rd Bldg 2		Andover, NJ 07821-2600	Sussex county	Major Employers
County of Sussex	One Spring St		Newton, NJ 07860	Sussex county	Major Employers
Observer	194 Boulevard		Hasbrouck Heights, NJ 07604	Bergen County	media
Hudson Reporter Assoc. LP	1400 Washington Street	PO Box 3069	Hoboken, NJ 07030	HUDSON COUNTY	Media
The Observer	PO Box 503		Kearny, NJ 07032	HUDSON COUNTY	Media
Star-Ledger	1 Star Ledger Plaza		Newark, NJ 07102	Passaic County	Media
Comcast Cable	800 Rahway Ave.		Union, NJ 07083	Passaic County	Media
North Jersey Herald & News	North Jersey Media Group	150 River St.	Hackensack, NJ, 07601	Passaic County	Media
Bergen County Cultural Affairs	1 Bergen County Plaza		Hackensack, NJ 07601	Bergen County	Social Service Offices/Administration Buildings
Childrens Aid & Family Services	200 Robin Rd.		Paramus NJ 07652	Bergen County	Social Service Offices/Administration Buildings
Bergen County Board of Social Services	216 State Highway 17 North		Rochelle Park, NJ 07862	Bergen County	Social Service Offices/Administration Buildings
Bergen County Community Action	241 Moore St #1	attn: Sandra Castano	Hackensack, NJ 07601	Bergen County	Social Service Offices/Administration Buildings
Bergen County Department of Human Services	One Bergen County Plaza, 2nd Floor		Hackensack, NJ 07601	Bergen County	Social Service Offices/Administration Buildings
NJ FamilyCare - Paterson Regional Office	100 Hamilton Plaza	Suite 400	Paterson, NJ 07505	HUDSON COUNTY	Social Service Offices/Administration Buildings
Hudson County Dept. of Family Services Division of Welfare	257 Cornelison Ave		Jersey City, NJ 07302	HUDSON COUNTY	Social Service Offices/Administration Buildings
Hoboken Shelter	300 Bloomfield St.		Hoboken, NJ 07030	HUDSON COUNTY	Social Service Offices/Administration Buildings
C-Line Community Outreach Services	450 Martin Luther King Drive		Jersey City, NJ 07302	HUDSON COUNTY	Social Service Offices/Administration Buildings
West Hudson Family Success Center	402 Kearny Avenue		Kearny, NJ 07032	HUDSON COUNTY	Social Service Offices/Administration Buildings
North Hudson Community Action Corporation	800 31 Street		Union City, NJ 07087	HUDSON COUNTY	Social Service Offices/Administration Buildings
Sussex County Division of Social Services	83 Spring St. Suite 203	PO Box 218	Newton, NJ 07860	HUDSON COUNTY	Social Service Offices/Administration Buildings
First Call for Help	857 Bergen Avenue		Jersey City, NJ 07302	HUDSON COUNTY	Social Service Offices/Administration Buildings
Hudson County Division of Social Services	J.F. Kennedy Office Bldg	100 Newkirk Street	Jersey City, NJ 07302	HUDSON COUNTY	Social Service Offices/Administration Buildings
Passaic County Social Services	114 Prospect St #1		Passaic, NJ 07055	Passaic County	Social Service Offices/Administration Buildings
Passaic County Office on Aging	1310 State Route 23		Wayne, NJ 07470	Passaic County	Social Service Offices/Administration Buildings
Chabad Center	194 Ratzel Rd.		Wayne, NJ 07470	Passaic County	Social Service Offices/Administration Buildings
Passaic County Administration Building	401 Grand St.		Paterson, NJ 07505	Passaic County	Social Service Offices/Administration Buildings
Passaic County Board of Social Services	80 Hamilton St.		Paterson, NJ 07505	Passaic County	Social Service Offices/Administration Buildings
Passaic County Senior Center	900 Clifton Ave., Barn C		Clifton, NJ 07011	Passaic County	Social Service Offices/Administration Buildings
Passaic County Senior Services	930 Riverview Drive, Suite 200		Totowa, NJ 07512	Passaic County	Social Service Offices/Administration Buildings
Passaic Division of Family Services	Passaic County Admin Building	401 Grand St.	Paterson, NJ 07505	Passaic County	Social Service Offices/Administration Buildings
Kevin Walsh	Fair Share Housing Center	510 Park Boulevard	Cherry Hill, New Jersey 08002	statewide	Social Service Offices/Administration Buildings
The Hudson County Welfare Department	257 Cornelison Ave		Jersey City, NJ 07302	HUDSON COUNTY	Social Service Offices/Administration Buildings
Community Development Agency of Guttenberg	6808 Park Avenue		Guttenberg, NJ 07093	HUDSON COUNTY	Social Service Offices/Administration Buildings
Community Development Agency of Hoboken	94 Washington St.		Hoboken, NJ 07030	HUDSON COUNTY	Social Service Offices/Administration Buildings
Community Development Agency of Jersey City	30 Montgomery Street	Room 404	Jersey City, NJ 07302	HUDSON COUNTY	Social Service Offices/Administration Buildings
Community Development Agency of Union City	3715 Palisade Avenue		Union City, NJ 07087	HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authority of Cliffside Park	500 Gorge Road at the Gerlad A. Calabrese Complex		Cliffside Park, NJ 07010	Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Edgewater	300 Undercliff Ave		Edgewater, NJ 07020	Bergen County	Social Service Offices/Administration Buildings

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Housing Authority of Englewood	111 W St # 1		Englewood, NJ 07631	Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Fort Lee	1403 Teresa Dr		Fort Lee, New Jersey 07024	Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Garfield	71 Daniel P Conte Ct		Garfield, NJ 07026	Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Hackensack	65 1st St		Hackensack, NJ 07601	Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Lodi	50 Brookside Ave		Lodi, NJ 07644	Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Guttenberg	6900 Broadway		Guttenberg, NJ 07093	HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authority of Harrison	788 Harrison Ave		Harrison, NJ 07029	HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authority of Hoboken	400 Harrison St		Hoboken, NJ 07030	HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authority of Jersey City	400 U.S. 1		Jersey City, NJ 07306	HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authority of North Bergen	6121 Grand Ave # 1		North Bergen, NJ 07047	HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authority of Secaucus	700 County Road 653		Secaucus, NJ 07094	HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authorities of Union City	3715 Palisade Avenue		Union City, NJ 07087	HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authorities of Weehawken	525 Gregory Ave		Weehawken, NJ 07086	HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authorities of West New York	430 62nd St		West New York, NJ 07093	HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authorities of Paterson	125 Edison St #4		Paterson, NJ 07505	Passaic County	Social Service Offices/Administration Buildings
Housing Authorities of Passaic	33 Aspen Pl		Passaic, NJ 07055	Passaic County	Social Service Offices/Administration Buildings
Bergen County Housing Authority	25 Rockwood Pl Ste 110		Englewood, NJ 07631	Bergen County	Social Service Offices/Administration Buildings
Hudson County Office on Aging	595 Newark Avenue		Jersey City, NJ 07306	HUDSON COUNTY	Social Service Offices/Administration Buildings
Sussex County Office on Aging	1 Cochran Plaza	2nd Floor	Newton, NJ 07880	Sussex county	Social Service Offices/Administration Buildings
Passaic County Office on Aging	209 Totowa Rd.		Wayne, NJ 07470	Passaic County	Social Service Offices/Administration Buildings
Urban League of Bergen County	106 West Palisade Avenue		Englewood, NJ 07631	Bergen County	Social Service Offices/Administration Buildings
Urban League of Hudson County (Jersey City)	253 Martin Luther King Dr		Jersey City, NJ 07305	HUDSON COUNTY	Social Service Offices/Administration Buildings
New Jersey Community Development Corporation	32 Spruce Street		Paterson, New Jersey 07501	Passaic County	Social Service Offices/Administration Buildings
Northwest New Jersey Community Action Program, Inc. (P	350 Marshall St		Phillipsburg, NJ 08865-3273	Warren County	Social Service Offices/Administration Buildings
Catholic Charities (Diocese of Newark)	321 Central Avenue		Newark, NJ 07103	Essex County	Social Service Offices/Administration Buildings
Catholic Family & Community Services (Diocese of Paterson)	24 DeGrasse Street		Paterson, NJ 07505-2001	Passaic County	Social Service Offices/Administration Buildings
Family Promise of Bergen County	100 Dayton Street		Ridgewood, NJ 07450	Bergen County	Social Service Offices/Administration Buildings
SonRise Development Corp.	351 Englewood Avenue		Englewood, NJ 07631	Bergen County	Social Service Offices/Administration Buildings
Episcopal Community Development, Inc.	31 Mulberry St.		Newark, NJ 07102	Essex County	Social Service Offices/Administration Buildings
Falmont Housing Corp.	270 Falmont Avenue		Jersey City, NJ 07306	HUDSON COUNTY	Social Service Offices/Administration Buildings
Jersey City Episcopal CDC	514 Newark Ave.		Jersey City, NJ 07306	HUDSON COUNTY	Social Service Offices/Administration Buildings
Monticello Community Development Corp.	99 Monticello Ave.		Jersey City, NJ 07304	HUDSON COUNTY	Social Service Offices/Administration Buildings
St. Joseph House	81 York Street		Jersey City, NJ 07302	HUDSON COUNTY	Social Service Offices/Administration Buildings
Paterson Habitat for Humanity	148 North 1st Street	PO BOX 2585	Paterson, NJ 07509	Passaic County	Social Service Offices/Administration Buildings
St. Paul's Community Development Corp.	212 Market Street		Passaic, NJ 07055	Passaic County	Social Service Offices/Administration Buildings
SERV Behavioral Health	20 Scotch Rd.		West Trenton, NJ 08828	Mercer County	Social Service Offices/Administration Buildings
New Jersey Citizen Action	744 Broad Street	#2060	Newark, NJ 07102	Essex County	Social Service Offices/Administration Buildings
Hudson County Library	25 Journal Sq.		Jersey City, NJ 07308	HUDSON COUNTY	Library
Saint Anthony Catholic Church	615 Central Ave		Union City, NJ 07087		
Sephardic Congregation of Teaneck	1425 Essex Rd		Teaneck, NJ 07666		
Community Center	5808 Kennedy Blvd		West New York, NJ 07093		
Holy Family	530 35 th Street		Union City, NJ 07087		
Fair Lawn Jewish Center	1010 Norma Ave.		Fair Lawn, NJ 07410	Bergen County	Religious Buildings
All Saints Church	12 W Central Ave.		Bergenfield, NJ 07621	Bergen County	Religious Buildings
First Congregational Church	131 Pascaock Rd.		Park Ridge, NJ 07656	Bergen County	Religious Buildings
New Synagogue of Fort Lee	1585 Center Ave.		Fort Lee, NJ 07024	Bergen County	Religious Buildings
Emerson Bible Church	162 Linwood Ave.		Emerson, NJ 07830	Bergen County	Religious Buildings
Assembly of God - New Jersey	167 Palisade Ave.		Bogota, NJ 07603	Bergen County	Religious Buildings

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Archdiocese of Newark	171 Clifton Ave.		Newark, NJ 07104	Bergen County	Religious Buildings
Calvary United Methodist	185 W. Madison Ave.		Dumont, NJ 07628	Bergen County	Religious Buildings
Our Lady of Mercy	2 Fremont Ave.		Park Ridge, NJ 07650	Bergen County	Religious Buildings
Holy Trinity Roman Catholic Church	2367 Lemoine Rd.		Fort Lee, NJ 07024	Bergen County	Religious Buildings
Calvary Baptist Church	245 Passaic St.		Garfield, NJ 07026	Bergen County	Religious Buildings
Assumption Church	29 Jefferson Ave.		Emerson, NJ 07630	Bergen County	Religious Buildings
Christ Lutheran Church	357 N Farview Ave.		Paramus, NJ 07652	Bergen County	Religious Buildings
Bergen Bible Baptist Church	364 Garibaldi Ave.		Lodi, NJ 07844	Bergen County	Religious Buildings
Church of God	400 Godwin Ave.		Midland Park, NJ 07432	Bergen County	Religious Buildings
United Methodist Church	430 Main St.		Fort Lee, NJ 07024	Bergen County	Religious Buildings
Armenian Apostolic Church	461 Bergen Blvd.		Ridgefield, NJ 07657	Bergen County	Religious Buildings
Immaculate Heart of Mary Church	47 Island Rd.		Mahwah, NJ 07430	Bergen County	Religious Buildings
Annunciation Roman Catholic Church	50 W Midland Ave.		Paramus, NJ 07652	Bergen County	Religious Buildings
Congregation B'Nai Israel	53 Palisade Ave.		Emerson, NJ 07630	Bergen County	Religious Buildings
Church of the Atonement	67 Highwood Ave.		Tenafly, NJ 07670	Bergen County	Religious Buildings
Old Bergen Church	1 Highland Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Reformed Dutch Congregation of Bergen Minister Elders & Deacons	1 Highland Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Templo Emanuel	1001 82nd St		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
Congregation Bnai Yaakov Shlomo Mordecai	1022 Avenue C		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Breath of Hope Ministry Inc.	103 Bostwick Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
St James Baptist Church	103 Orient Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Nanak Naam Jahaj Gurudwara Inc.	1080 Westside Avenue		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Saint Peter & Paul Russian Orthodox Greek Catholic Church	108 Grand St		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Ss Peter and Paul Russian Orthodox Greek Catholic Church	109 Grand St		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Iglesia Evangelica Pentecostal Bat-Ei Bat-Ei Asamblea de Dios	11 Raydol Ave		Secaucus, NJ 07094	HUDSON COUNTY	Religious Buildings
City Hope Center Inc.	110 Cambridge Ave # 116		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
The First Church of Change	1101 Central Ave		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Everlasting Grace Ministries	1101 Palisade Ave Apt 8		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Grove Reformed Church	1132 46th St		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
United Synagogue of Hoboken	115 Park Ave		Hoboken, NJ 07030	HUDSON COUNTY	Religious Buildings
Faith & Victory Deliverance Church of God	116 - 120 Lord Ave		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Building Blocks of Islam	PO Box 4218		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Hamwood Church A New Jersey Nonprofit Corp.	120 Lord Ave		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Hoboken Church of God Inc.	1218 Palisade Ave		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Immaculate Conception R C Church	1219 Paterson Plank Rd		Secaucus, NJ 07094	HUDSON COUNTY	Religious Buildings
Christian Care Alliance	123 Town Square Pl		Jersey City, NJ 07310	HUDSON COUNTY	Religious Buildings
Jersey City Haitian Church of God	124 Monticello Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
The New Jersey Association of Ministers Wives & Ministers Widows	125 Randolph Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
New Day Rehoboth Church	126 Rutgers Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Rehoboth Apostolic Church of Christ	126 Rutgers Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Gods Knowledge Center Inc.	128 Bostwick Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
New Life United Holy Church	128 Linden Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Ebenezer Missionary Baptist Church	13 Bostwick Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Iglesia de Dios En Cristo LA Senda Inc.	1313 43rd St		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
Iglesia El Buen Pastor Inc.	134 Schuyler Ave		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Mountain of Hope Foundation Inc.	135 Bidwell Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Gospel Light Baptist Church	135 Davis Ave		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
Abundant Joy Christian Center	137 Bowers St		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
St Vincent de Paul Society of St Pauls	14 Greenville Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Shri Vishnu Mandir Inc.	147 Winfield Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
St Michael St Joseph Parish	15 E 23rd St 21		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Shred Love	15 Elma CT		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Heavenly Temple Church of God in Christ New Jersey	15 Milk Dr # 21		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Church of the Lord Jesus Christ of Hudson County Inc.	150 59th St		West New York, NJ 07093	HUDSON COUNTY	Religious Buildings
Cityline Church	1510 Kennedy Blvd		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Iglesia Nueva Vida	153 Chestnut St		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
Brown Memorial Church of the Living God	154 Harrison, NJ 07029 Ave # 156		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Christian Hearts Foundation Wbll Ch Radio	155 Manhattan Ave		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Vroom Street Evangelical Free Ch	155 Vroom St		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Calvary Chapel Kearny, NJ 07032 Inc.	156 Oakwood Ave		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
Hindu Dharmic Sabha of USA Inc. C/O Seeta Ram Ganesh	158 Clinton Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
First Evangelical Church of Kearny, Inc.	159 Maple St		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
Jesus Family Ministries	16 1/2 Wallis Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
The Peoples Baptist Church of Bayonne NJ	16 W 27th St		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
St Ansgar Scandinavian Catholic League of New York	160 Cornelison Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Miracle Temple Churches of	160 Monticello Ave # 164		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Ministerio Evangelistico de Adoracao Adonal Inc.	160 Tappan St		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
Shree Swaminarayan Siddhant Saijvan Mandal USA Inc.	1618 73rd St		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
House of Prayer Church	162 Martin Luther King Jr Dr		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Iglesia Puerto de Salvacion Cristiana Inc.	162 Ocean Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Continuous Flow Christian Center	166 Monticello Ave # 170		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Casa de Oracion Nueva Canaan	166 Bergen Ave		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
Grace Christian Church and Ministries Inc.orporated	17 Bayview Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Journey Community Church	17 Newark CT		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Islamic Center of Jersey City	17 Park St		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Full Gospel Church of Faith	177-179 Martin Luther King Dr		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Tabernacle Temple Church of God in Christ	18 Orient Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Apostolic Church of God Seventh Day Inc.	183 Halladay St		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Salvation Door Pentecostal Church of God	19 Graham St		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Segunda Iglesia Pentecostal Puerta de Salvacion Inc.	1901 Kerrigan Ave		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Hadesah the Women's Zionist Org. of America 45-274-000 90001908 Bayonne	191 W 48th St		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
New Jersey Arya Samaj Mandir Inc.	191 Woodlawn Ave # 193		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Trinity Faith Church of the Living God Inc.	1944 J F Kenndy Blvd		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
House of Prayer Baptist Church	1a Martin L King Dr		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Muslim Federation of New Jersey Inc.	2 Chopin CT		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Harvest International Church Inc.	2 Radio Avenue Suite C-22		Secaucus, NJ 07094	HUDSON COUNTY	Religious Buildings
Spiritual Assembly of the Bahais of Jersey City 1813 Jersey City	20 2nd St Apt 2403		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Passionist Missions Inc. Sign Magazine	2004 West St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Foundation of Hope	2010 Kerrigan Ave		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Haitian Evangelical Church 7274	2030-32 Kennedy Blvd		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Macedonia Redeemed Pentecostal Church of Christ Apostle Inc.	204 Monticello Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Iglesia Erenvangelica Pentecostal Portones Celestiales Inc.	205 Palisade Ave		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
First Filipino-American Wesleyan Church	209 Virginia Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Iglesia de Dios Pentecostal Jesus Es El Camino Concilio Latino Ameri	210 72nd St		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
New Jersey Vedic Society Inc.	211 Fulton Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Iglesia Pentecostal Antioquia Inc.	217 Montgomery St		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Christian Apostolic Church	219 Laurel Ave		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
Lutheran Church of St Matthew	2201 New York Ave		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Root of Hope	225 Hoyt St		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
Hari Om Tat Sat Cultural Center Inc.	225 Old Bergen Rd		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Greater Tabernacle Baptist Church	2281 Kennedy Blvd		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Monumental Baptist Church 4040	233 Van Home St		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Holy Family Academy	239 Avenue A		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Open Door Worship Center	24 Bayview Ave # 30		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Our Lady of Penafrancia Devotees Association Inc.	24 Culver Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Victory Fellowship Christian Center	240 Fairmont Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
New City Church	240 Fairmount Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Ministerio Evangelico Oasis	2402 Bergenline Ave		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
United Christian Arabic Missions Inc.	244 Avenue C		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
House of Faith Inc.	244 Ego Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
The Sanctified Church of Jesus Christ Inc.	245 Martin Luther King Jr Dr		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Bethsaida Christian Church	248 3rd St		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Calvary Christian Methodist Episcopal Church	25 Oak St # 29		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Christian Methodist Episcopal Church Calvary Cme Church	25 Oak St # 29		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Lord Jesus Christ Gospel Church Corp	257 Webster Ave		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Centro de Adoracion Metodista Primitiva	260 Fairmount Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Church of Christ Portuguese Mission Inc.	265 Devon St		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
First Korean Church of New Jersey	2681 Kennedy Blvd		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Jesus Is Lord Church	271 Avenue C		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Evangelical Gospel Tabernacle Inc.	28 W 27th St		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Open Bible Christian Fellowship	281 Ocean Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Jersey City Eastern Christian Free Methodist Church	2811 Kennedy Blvd		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Korean United Methodist Church of Jersey City Inc.	2811 Kennedy Blvd		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Masjid As-Salam Inc.	2824 Kennedy Blvd		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Buklod Ng Pag-Ibig Foundation - Usalnc.	285 Garfield Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
In Christ Jesus Workmanshipministry Inc.	188 Fairview Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Itemelf Church Inc.	292 Clendenny Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Jehovaha Witnesses Assembly Halls of New Jersey Inc.	2932 Jf Kennedy Blvd		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Gmc Foundation Inc.	294 Grove St # 298		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Love Your Neighbor Charities Inc.	2974 Kennedy Blvd		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Mountain of Prayer Evangelical Church Inc.	299 Halladay St		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings

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Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
LA Paz de Jesucristo	300 43rd St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Islamic Center of Harrison, Inc.	301 Jersey St		Harrison, NJ 07029	HUDSON COUNTY	Religious Buildings
Harvest Church of New Jersey	309 2nd St		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Iglesia Bautista Emmanuel	310 39th St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Iglesia Del Avivamiento Inc.	314 9th St		Hoboken, NJ 07030	HUDSON COUNTY	Religious Buildings
Riverside Assembly of God	317 3rd St		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Our Lady of Deliverance Syriac Catholic Diocese	317 Avenue E		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Holy Cross Armenian Church	318 27th St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Congregation Sanz Inc.	318 34th St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Islamic Circle of North America -Northern New Jersey Unit Islamic Learning Center	322 5th Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Khal Raferet Inc.	324 34th St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Learning Institute of Union City, Inc.	324 34th St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Fountain of Salvation Christian Church Inc.	324 Communipaw Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Second Community Baptist Church	327 1/2 8th Street		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Hispanic Reformed Church	328 68th St		Guttenberg, NJ 07093	HUDSON COUNTY	Religious Buildings
Jain Samaj of USA Inc.	3290 Kennedy Blvd		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Thesalonians Holiness Church	33 Bayview Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
House of Blue Hope Foundation Inc. House of Blue Hope	334 Avenue A		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
World Islamic Movement Inc.	340 2nd St		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Khal Chaeed Vrachmin	3400 New York Ave		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Iglesia Cristiana Avivamiento Pentecostal Inc.	35 Journal Square Ste 451		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Masnidim Shefa Chaim Inc.	3506 Hudson Ave		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Khal Ahavas Shalom Inc. dab Keren Mesameach Yesomin	3508 Hudson Ave		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Good News Bible Mission	36 Dales Ave # 38		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
First Damascus Christian Pentecostal Church Inc.	360 1st St		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Know Thy Neighbor Church of Christ-New Jersey Corp.	36a Clerk St		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Jesus Christ Del Ctr & Ministers & Churches Fellowship Inc.	37 Warner Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Kearny, NJ 07032 Baptist Church Inc.	388 Elm St		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
LA Iglesia de Dios Pentecostal El Ultimo Llamado Inc.	393 Broadway		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Jesus the Messiah International Ministries	394 Cator Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Imani Community Fellowship Inc.	4 Beacon Way Apt 1402		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Nehemiah Gathering	4 Tottanham CT		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Covenant and Peace Worship Center Inc.	40 Gifford Ave Apt 3c		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Mount Olive Baptist Church of Jersey City Inc.	400 Arlington Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Our Lady Grace and St Joseph Parish	400 Willow Ave		Hoboken, NJ 07030	HUDSON COUNTY	Religious Buildings
Trinity Reformed Church	401 60th St		West New York, NJ 07093	HUDSON COUNTY	Religious Buildings
Church of God in Christ Temple	405 Communipaw Ave # 407		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Iglesia Pentecostal El Tabernaculo de Reunion Inc.	406 18th St Apt 1		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Pentecostal Missionary Church	406 8th St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
First Spanish Baptist Church 23137	411 8th St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Spanish American Baptist Church 7130	413 44th St # 415		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Iglesia Cristiana Camino AL Cielo Inc.	414 78th St		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
Swaminarayan World Org. USA Inc.	417 Hoboken Ave # 419		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Saint Rocco Saint Brigid Church	4206 Kennedy Blvd		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Quinta Cuadrilla Del Senor de Los Milagros Inc.	4207 Bergenline Ave Ste 5		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Iglesia Bautista Primitiva Fundamental Independiente LA Pena	421 21st St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Coptic Orthodox Church of St Marc	427 W Side Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Iglesia Evangelica Exodo Inc.	428-70th St		Guttenberg, NJ 07093	HUDSON COUNTY	Religious Buildings
South Asian Ministry Lutheran Church	440 Hoboken Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
St Pauls Center of Caring	440 Hoboken Ave # 448		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Sahng Wun Sa A Korean Buddhist Temple Inc.	441 78th St Apt E2		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
First Pentacostal Church of God Inc.	441 Jersey Ave		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Worldwide Pentacostal Church of Christ Inc.	449 Wayne St		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Interdenominational Christian Community Church Inc.	46 Mlk Dr # 48		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Ebenezer Baptist Church 8183	4601 Kennedy Blvd		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
North Hudson Islamic Educational Center Inc.	4613 Collage Pl		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Life of Christ Church Inc.	47 W 33rd St		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
New Hope Baptist Church	472 Bergen Ave # 476		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Iglesia Evangelica Seguidores de Cristo Evang Chrch Foll of Christ	475 Jersey Ave		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
First Baptist Church of Bayonne New Jersey	49 W 33rd St		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Evangelical Pentacostal Church Assemblies of God	4903 Broadway # 07		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
St Patrick and Assumption All Saints Church	492 Bramhall Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Pentacostal Church of God Shlosh Inc. An Independent Church	497 Westside Ave 134		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Salem Baptist Church 4042	50 Clinton Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Living Faith Ministries	50 Martin L King Drive		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Good News Chapel	50 Quincey Ave # 52		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
Mithashul Ulloom Inc.	501 15th St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Gospel Tabernacle-Spanish	5029 Kennedy Blvd		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
Saint John Lutheran Church	504 Davis Ave		Harrison, NJ 07029	HUDSON COUNTY	Religious Buildings
St Joseph R C Church	511 Pavonia Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Iglesia Casa de Oracion Inc.	529 29th St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
First Reformed Church	53 Centre Ave		Secaucus, NJ 07094	HUDSON COUNTY	Religious Buildings
Talmud Torah of West New York and Guttenberg	5308 Palisade Ave		West New York, NJ 07093	HUDSON COUNTY	Religious Buildings
Renewing in Christ Ministries	55 Clerk St		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Iglesia de Dios Pentacostal El Salvador Inc.	55 Prospect Ave # 57		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Jersey City Community Church	55 River Dr S Apt 1211		Jersey City, NJ 07310	HUDSON COUNTY	Religious Buildings
Sadhu Vaswani Mission	555 Secaucus Road		Secaucus, NJ 07094	HUDSON COUNTY	Religious Buildings
Jewish Center-Beis Menachem of Hoboken	558 1st Street		Hoboken, NJ 07030	HUDSON COUNTY	Religious Buildings
Mount Zion Missionary Baptist Church	57 Stevens Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Iglesia El Buen Camino	5709 Madison St		West New York, NJ 07093	HUDSON COUNTY	Religious Buildings
Christian Reformed Church Mission Jersey City Inc.	575 Summit Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Templo Fuente de Vida Corp	5820 Madison St		West New York, NJ 07093	HUDSON COUNTY	Religious Buildings
Iglesia Cristiana Buenas Nuevas Inc.	5827 Kennedy Blvd		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
Masjid Aliman Inc.	598 Communipaw Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
North Baptist Church 4041	598 Jersey Ave		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Evangelical Mission Lacumbra Interdenominational Inc.	6 Catherine Ct Apt 2b		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Christian Center Jesuschrist is the Lord	600 61st St		West New York, NJ 07093	HUDSON COUNTY	Religious Buildings
Grace Fellowship Church of North Hudson	600 61st St		West New York, NJ 07093	HUDSON COUNTY	Religious Buildings
Iglesia Avvramiento Fuente de Vida Inc.	600 61st St		West New York, NJ 07093	HUDSON COUNTY	Religious Buildings

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Reformed Church of Hoboken	800 Garden St		Hoboken, NJ 07030	HUDSON COUNTY	Religious Buildings
Archdiocese of Our Lady of Guadalupe of New Jersey					
Old Catholic Church In Americ	6020 Newark Ave		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
Latin-American Pentecostal Church of God	814 1st St		Hoboken, NJ 07030	HUDSON COUNTY	Religious Buildings
Jesus Lamb of God-Spanish Bergenfield	8210 Kennedy Blvd W F11		West New York, NJ 07093	HUDSON COUNTY	Religious Buildings
Komunkade Evangelica Vida Abundante Inc. Abundant Life Evangelical Community	827 Schuyler Ave		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
New International Christian Outreach Missions Inc.	827 Summit Avenue Ste 12-G		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Good Shepherd Church of Christ of Jersey City	833 Bergen Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Centro Cristiano Hechos 29 Inc. Centro Cristiano Hechos 29 de Las A	8411 J F K Blvd E Bldg 2		West New York, NJ 07093	HUDSON COUNTY	Religious Buildings
First Filipino Baptist Church	85 W 15th St		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
First Baptist Church-Arlington 1339	850 Kearny Ave		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
Ministerios Cristianos LA Hermosa Inc.	8504 Broadway Apt 2		West New York, NJ 07093	HUDSON COUNTY	Religious Buildings
Porter Memorial Church of God in Christ Inc.	877 Ocean Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Faith Temple Baptist Church	878 Ocean Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Tumanin Kristo Lutheran Church	88 Martin Luther King Jr Dr		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Bergen Point Community Church	88 W 5th St		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Santa Iglesia Gnostica Cristiana Universal Samael Aun Weor Instituto Cultural Gn	6806 Palisade Ave		Guttenberg, NJ 07093	HUDSON COUNTY	Religious Buildings
Slovak Evangelical Lutheran Church of St Peter & St Paul in Guttenbrg St Peter &	6823 Jackson St		Guttenberg, NJ 07093	HUDSON COUNTY	Religious Buildings
Urban Angels Network Inc.	691 W Side Ave		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Rene Abreu Christian Ministry Inc.	700 1st St Apt 1p		Hoboken, NJ 07030	HUDSON COUNTY	Religious Buildings
Mission Pentecostal Antioquia	700 Madison St		Hoboken, NJ 07030	HUDSON COUNTY	Religious Buildings
Iglesia Cristiana El Señor Es Mi Pastor	7021 Madison St Apt 10		Guttenberg, NJ 07093	HUDSON COUNTY	Religious Buildings
Iglesia Dios Con Nosotro	725 14th St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Mt Sinal Gospel Church Inc.	73 Prescott St		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Reformed Episcopal Church of Our Redeemer	734 Ocean Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Congregation Yeshiva Gedolah of Bayonne Inc.	735 Avenue C		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Temple Emanu-El of Bayonne N J	735 Boulevard		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Lily of the Valleys Ministry Inc.	74 W 35th St		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Hossana International Worship Center Inc.	7427 4th Ave		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
Congregation Beis Yehoshua	7430 Kennedy Blvd Apt 105		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
Defenders of the Christian Faith Church	75 W 20th St 1st FL		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Woodcliff Community Reformed Church	7605 Palisade Ave		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
First Federated Church	763 Avenue C		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Gospel Faith Ministries Inc.	77 E 26th St		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Igreja Evangelica O Bom Pastor Inc.	780 Kearny Ave		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
Faith International Ministry	7827 Bergenline Ave		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
Iglesia Cristiana Palabra de Vida Eterna Inc.	7827 Bergenline Ave		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
Evan B Farrow Ministries Inc.	79 Charles St		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Little Mount Zion Fire Baptize Holiness Church of God of America	79 Kearney Ave 81		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Plymouth Brethren Gospel Hall of Hoboken New Jersey	7th Bloomfield Sts		Hoboken, NJ 07030	HUDSON COUNTY	Religious Buildings
St Matthews Evangelical Lutheran Church	800 Roosevelt Ave		Secaucus, NJ 07094	HUDSON COUNTY	Religious Buildings
Iglesia Emmanuel Casa de Dios Y Puerta Del Cielo Inc.	811 7th St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Rock of Restoration Church	82 Logan Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
St Matthew Lutheran Church	83 Wayne St 85		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Hoboken Evangelical Free Church	833 Clinton St		Hoboken, NJ 07030	HUDSON COUNTY	Religious Buildings
Rose of Sharon United Holy Church	833 Clinton St		Hoboken, NJ 07030	HUDSON COUNTY	Religious Buildings
St George & St Shenouda Coptic Orthodox Church	835 Bergen Ave		Jersey City, NJ 07308	HUDSON COUNTY	Religious Buildings
Faith Temple of Jersey City Inc. Martin Luther King Drive	84 Jackson Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Full Will of God Christian Ministries Inc.	84 Martin Luther King Drive		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Quan Am Buddhist Temple A New Jersey Non Profit Corp	85 Jordan Ave		Jersey City, NJ 07308	HUDSON COUNTY	Religious Buildings
Gods Financial Ministries Inc.	85 Van Reypen St Apt N2c		Jersey City, NJ 07308	HUDSON COUNTY	Religious Buildings
Jesus de Nazareth	87 Franklin St		Secaucus, NJ 07094	HUDSON COUNTY	Religious Buildings
Grace Gospel Chapel	877 Summit Ave		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Iglesia Cristiana Mahanaim Inc.	88 Liberty Pl		Weehawken, NJ 07088	HUDSON COUNTY	Religious Buildings
York Street Project Legacy Fund Inc.	89 York St		Jersey City, NJ 07302	HUDSON COUNTY	Religious Buildings
Filipino American Christn Comm Ctr Intl Pentecostal Holiness Church	899 Montg St		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Ray of Hope Foundation	9 Hawthorne Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Jesus Our Savior Church	9 Holly St		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Angelacares Inc.	91 Arlington Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Central Baptist Church	91 W 21st St		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Betania Iglesia Bautista 7046	911 22nd St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Christian Science Society N B	911 82nd St		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
Independent Assemblies of God Abldng Word Christian Church	916-17th St		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
MC Calvary Baptist Church of Jersey City	93 Linden Ave		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Tercera Iglesia Pentecostal Puerta de Salvacion Inc.	936 Summit Ave		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Hudson City Second Ref Church	938 Summit Ave # 940		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Iglesia Cristiana Amor Y Poder Inc.	940 Summit Ave		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Vietnamese Buddhist Association of Northern New Jersey Tuong Van Inc. Vietnamese	946 Westlake Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
True Light United Methodist Church Inc.	970 Avenue C		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Ss Peter & Paul Russian Orthodox Church	98 W 28th St		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Grace English Evangelical Lutheran Church	982 Summit Ave		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Allawheed Center Inc.	984 W Side Ave		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Faith Christian Church Inc.	987 Summit Ave		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Lord of the Harvest Ministries	987 Summit Ave		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Portuguese Evangelical Church	Corner 4th St and Harrison Avenue		Harrison, NJ 07029	HUDSON COUNTY	Religious Buildings
Boush Gospel Tabernacle Church	PO Box 1060		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Hermanidad Del Senor de Los Milagros de Kearny	PO Box 1272		Kearny, NJ 07032	HUDSON COUNTY	Religious Buildings
Faith Remnant Christian Ministries Inc.	PO Box 15286		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
True Vine Church of Jesus Inc.orporated	PO Box 15303		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Corinthian Baptist Church	PO Box 15665		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
El Tabernaculo the Tabernacle	PO Box 17300		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Quimby Memorial Church	PO Box 2124		Secaucus, NJ 07094	HUDSON COUNTY	Religious Buildings
Hudson Jewish Community Forum A New Jersey Nonprofit Corp. HudsonJewish	PO Box 225		Jersey City, NJ 07303	HUDSON COUNTY	Religious Buildings
Day By Day Christian Ministries International Inc.	PO Box 24188		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Holy Trinity Lutheran Church	213 51st Street		West New York, NJ 07093	HUDSON COUNTY	Religious Buildings
Singular Church of God Inc.	PO Box 314		Jersey City, NJ 07303	HUDSON COUNTY	Religious Buildings

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Círculo de Oración Cristiana	448 Wayne Street		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Calvary Chapel of Hoboken NJ	PO Box 381		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Word of Power Ministry Inc.	PO Box 3837		Jersey City, NJ 07303	HUDSON COUNTY	Religious Buildings
Holy Ghost Tabernacle Ministries	PO Box 4021		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Centro de Adoracion Nueva Canaan Hackensack	PO Box 408		Keamy, NJ 07632	HUDSON COUNTY	Religious Buildings
Jalaram Beva Samaj of North America	PO Box 415		North Bergen, NJ 07047	HUDSON COUNTY	Religious Buildings
Bridge Church	PO Box 4153		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Grace Lutheran Church	PO Box 436		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
St Mark Preaching Ministry Inc.	PO Box 4367		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
House of Love Ministry Inc.	PO Box 4613		Jersey City, NJ 07304	HUDSON COUNTY	Religious Buildings
Redeemer Presbyterian Mission Hoboken	PO Box 5214		Hoboken, NJ 07030	HUDSON COUNTY	Religious Buildings
El Shaddai Deliverance Center	PO Box 6643		Jersey City, NJ 07306	HUDSON COUNTY	Religious Buildings
Pentecostal Lily of the Valley Church Inc.	PO Box 7175		Jersey City, NJ 07307	HUDSON COUNTY	Religious Buildings
Ministerio Internacional Rey de Sion Inc.	PO Box 8176		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Anointed Gospel Christian Center	PO Box 5282		Jersey City, NJ 07305	HUDSON COUNTY	Religious Buildings
Iglesia Alianza Cristiana Y Misionera de Union City, NJ 07087 of CAMA Iglesia Acym North B	PO Box 865		Union City, NJ 07087	HUDSON COUNTY	Religious Buildings
Virgin Mary and Saint John Coptic Orthodox Church	PO Box 945		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Nation Builders Inc. Edificadores de Naciones	PO Box 978		Bayonne, NJ 07002	HUDSON COUNTY	Religious Buildings
Our Lady of Mount Carmel	10 St. Francis Way		Passaic, NJ 07055	Passaic County	Religious Buildings
Saint Anthony of Padua Parish	101 Myrtle Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Bela Menacham	104 Howard Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Most Holy Name of Jesus	107 4th St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Theresa Nance Ministries LLC	108 Hoover Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Spanish Evangelical Pentecostal Church	112 Washington Pl.		Passaic, NJ 07055	Passaic County	Religious Buildings
Church of God Prophecy	122 Madison St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Saint Peter & Paul Polish National Catholic Church	126 River Dr.		Passaic, NJ 07055	Passaic County	Religious Buildings
William Chapel A M E Zion Church	133 Myrtle Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Passaic Church of God	139 Hamilton Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Saint John Lutheran Church	140 Lexington Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Bethel African Methodist Episcopal Church	145 Myrtle Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Calvary Chapel	145 Paulison Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
First United Methodist Church	145 Paulison Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Iglesia Bautista de Passaic	148 Gregory Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
First Baptist Church of Passaic	150 Gregory Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Church of the Nazarene	160 High St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Trinity Assembly of God	160 Passaic Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Second Timothy Baptist Church	163 8th St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Mt. Pilgram Missionary Baptist Church	163 Autumn St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Kingdom Hall of Jehovah's Witness	170 Howe Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Tifereth Israel	180 Passaic Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
First Spanish Baptist Church of Passaic	189 Paulison Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
The Universal Church	191 Washington Pl.		Passaic, NJ 07055	Passaic County	Religious Buildings
St Peter & Pauls Cathedral Center	200 3rd St.		Passaic, NJ 07055	Passaic County	Religious Buildings
St Peter & Pauls Russian Orthodox	201 4th St.		Passaic, NJ 07055	Passaic County	Religious Buildings
The Church of God of Passaic Incorporated	205 3rd St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Saint John Episcopial Church	215 Lafayette Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Congregation Bais Tara Villa	218 Ayerigg Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Union Baptist Church	219 Myrtle Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
The Saint Paul Baptist Church	22 Aspen Pl.		Passaic, NJ 07055	Passaic County	Religious Buildings

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Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Hungarian Reformed Church	220 4th St		Passaic, NJ 07055	Passaic County	Religious Buildings
Saint Anthony of Padua	220 Oak St		Passaic, NJ 07055	Passaic County	Religious Buildings
Holy Trinity Religious Education Center	228 Harrison St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Congregation of Agudat Israel	232 Terhune Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Mikvah Yisrael of Passaic	244 High St.		Passaic, NJ 07055	Passaic County	Religious Buildings
International Ministry Emmanuel	258 Monroe St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Spirit & Life World Ministries	276 Main Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
New Testament Church of God	29 BRd.way		Passaic, NJ 07055	Passaic County	Religious Buildings
Spanish Seven Day Adventist Church	315 Oak St		Passaic, NJ 07055	Passaic County	Religious Buildings
Talmudic Research Center	35 Ascension St		Passaic, NJ 07055	Passaic County	Religious Buildings
Roger Williams Baptist Church	362 Oak St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Saint John the Baptist Russian Orthodox Church	42 Van Buren St.		Passaic, NJ 07055	Passaic County	Religious Buildings
St Koema & Damian Russian Orthodox Church	42 Van Buren St.		Passaic, NJ 07055	Passaic County	Religious Buildings
New Jerusalem Pentecostal Church	45 Hamilton Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Nuevas D Salvacion	52 Ann St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Grace Bible Class	54 Pine St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Adas Israel Synagogue Center	565 Broadway		Passaic, NJ 07055	Passaic County	Religious Buildings
International Conference of the Churches	57 Summer St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Josaim Francisco Rev	57 Summer St.		Passaic, NJ 07055	Passaic County	Religious Buildings
First Spanish Free Methodist Church	573 Main St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Holy Rosary RC Polish Church	6 Wall St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Saint Mary's Assumption R C Slovak Church	83 Monroe St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Saint Joseph Roman Catholic Church	7 Parker Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Iglesia Cristiana Principe de Paz	70 Howe St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Centro Espiritual Los Pastores	77 Market St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Living Water Pentecostal Church	775 Main Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Mount Zion Baptist Church	857 Main Ave.		Passaic, NJ 07055	Passaic County	Religious Buildings
Mt. Moriah Baptist Church	9 Tulp St.		Passaic, NJ 07055	Passaic County	Religious Buildings
St Michael the Archangel Byzantine Catholic Cathedral	98 1st St.		Passaic, NJ 07055	Passaic County	Religious Buildings
Orthodox Church of the Holy Spirit	102 Route 284		Sussex, NJ 07461	Sussex County	Religious Buildings
Korean Central Church	11 Mohawk Ave		Hopatcong, NJ 07843	Sussex County	Religious Buildings
New Apostolic Church of Wharton NJ	12 Monroe Rd		Lafayette, NJ 07848	Sussex County	Religious Buildings
Our Savior Lutheran Church	143 Brooklym Rd		Stanhope, NJ 07874	Sussex County	Religious Buildings
Hope Evangelical Free Church	1441 County Rd 565		Sussex, NJ 07461	Sussex County	Religious Buildings
Institute for Spiritual Development Sparta, NJ 07871 NJ	15 Sparta Avenue		Sparta, NJ 07871	Sussex County	Religious Buildings
Renewed Woman Inc	16301 Dell Pl		Stanhope, NJ 07874	Sussex County	Religious Buildings
Evangelical Missionary Association USA Incorporated	18 Vale Way		Hopatcong, NJ 07843	Sussex County	Religious Buildings
Hourin Zen Sangha Inc	182 Pond School Rd		Sussex, NJ 07461	Sussex County	Religious Buildings
Newton, NJ 07860 Chapel Corporation	19 Sparta, NJ 07871 Ave		Newton, NJ 07860	Sussex County	Religious Buildings
Chabad of Northwest New Jersey Sussex, NJ 07461 County	191 Woodport Rd Ste 208c		Sparta, NJ 07871	Sussex County	Religious Buildings
Ru-Ach Ha-Ko-Desh - Holy Spirit Christian Fellowship Church A NJ	2 Hasta Way		Newton, NJ 07860	Sussex County	Religious Buildings
One Degree Inc	2 Misty Ln		Andover, NJ 07821	Sussex County	Religious Buildings
Fellowship of Fundamental Bible Churches Tri-State Bible Camp	2 River Rd		Montague, NJ 07827	Sussex County	Religious Buildings
Powersurge Worship Ministries	22 Hemlock Dr		Franklin, NJ 07416	Sussex County	Religious Buildings
Church of Living Faith Inc	23 Wenzelhoe Rd		Highland Lakes, NJ 07422	Sussex County	Religious Buildings

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	County	Type of Organization
Franklin Congregation Kingdom Hall of Jehovah S Witnesses	25 Parker St		Franklin, NJ 07416	Sussex County	Religious Buildings
Christ Community Church of the Christian and Missionary Alliance	274 Spring Street		Newton, NJ 07860	Sussex County	Religious Buildings
Christian Faith Fellowship Church	3188 Route 94		Franklin, NJ 07416	Sussex County	Religious Buildings
Prince of Peace Lutheran Church Prince of Peace Early Learning Ctr	3320 Route 94		Hamburg, NJ 07419	Sussex County	Religious Buildings
Redeemer Lutheran Church Redeemer Lutheran Preschool	37 Newton-Sparta Rd		Newton, NJ 07860	Sussex County	Religious Buildings
Beautiful Korean Evangelical Church Inc	4 Francisco Dr		Newton, NJ 07860	Sussex County	Religious Buildings
Spirit and Life Word Ministries Inc	4 Paddock Rd		Franklin, NJ 07416	Sussex County	Religious Buildings
Laura Jean Tilton Christian Foundation Inc	4 Seneca Trl		Sparta, NJ 07871	Sussex County	Religious Buildings
Deliverance House Ministries	41 Rt 23		Franklin, NJ 07416	Sussex County	Religious Buildings
Independent Assemblies of God Church of the Open Door	42 Yates Ave		Newton, NJ 07860	Sussex County	Religious Buildings
Sparta, NJ 07871 Evangelical Free Church	420 Lafayette Rd		Sparta, NJ 07871	Sussex County	Religious Buildings
Morris Christian Associates Inc	55 Compton Rd		Sussex, NJ 07481	Sussex County	Religious Buildings
Lumen Institute Incorporated	57 Skytop Rd		Newton, NJ 07860	Sussex County	Religious Buildings
Loving Grace Ministries Inc	6 Marian Rd		Sparta, NJ 07871	Sussex County	Religious Buildings
Bodhi Monastery A New Jersey Nonprofit Corporation	67 Lawrence Rd		Lafayette, NJ 07848	Sussex County	Religious Buildings
Holy Counselor Evangelical Lutheran Church	68 Sand Hill Rd		Sussex, NJ 07481	Sussex County	Religious Buildings
Mt Calvary Baptist Church	77 Merriam Ave		Newton, NJ 07860	Sussex County	Religious Buildings
Skylands Walk To Emmaus Inc	8 Armstrong Rd		Wantage, NJ 07481	Sussex County	Religious Buildings
City Baptist Church Inc	9 Staffordshire Ct		Sparta, NJ 07871	Sussex County	Religious Buildings
Friends of the Old Clove Church Inc	934 Route 23		Wantage, NJ 07481	Sussex County	Religious Buildings
Community Church of Norma	Box 532 A		Monroe, NJ 07871	Sussex County	Religious Buildings
Buddhist Global Relief	PO Box 1611		Sparta, NJ 07871	Sussex County	Religious Buildings
Ministink Reformed Church	PO Box 1787		Montague, NJ 07827	Sussex County	Religious Buildings
Western Hills Christian Church	PO Box 187		Tranquility, NJ 07879	Sussex County	Religious Buildings
Salem Christian Assembly	PO Box 211		Newton, NJ 07860	Sussex County	Religious Buildings
Sparta, NJ 07871 Ecumenical Council	PO Box 235		Sparta, NJ 07871	Sussex County	Religious Buildings
Sussex, NJ 07481 United Methodist Church	PO Box 244		Sussex, NJ 07481	Sussex County	Religious Buildings
Harvest House Inc	PO Box 374		Glenwood, NJ 07418	Sussex County	Religious Buildings
Byram Bay Christian Church	PO Box 399		Hopatcong, NJ 07843	Sussex County	Religious Buildings
The Max McGuire Memorial Foundation Cerami Patrick B Ttee	PO Box 50		Newton, NJ 07860	Sussex County	Religious Buildings
United Methodist Church of Branchville	PO Box 509		Branchville, NJ 07826	Sussex County	Religious Buildings
Just Once More Lord Inc	PO Box 57		Greendell, NJ 07839	Sussex County	Religious Buildings
Iglesia LA Roca A NJ Nonprofit Corporation	PO Box 631		Franklin, NJ 07416	Sussex County	Religious Buildings
Christ Community Church Epc	PO Box 726		Highland Lakes, NJ 07422	Sussex County	Religious Buildings
Sussex, NJ 07481 Christian Reformed Church	PO Box 745		Sussex, NJ 07481	Sussex County	Religious Buildings
Archangelus Ministries	PO Box 823		Stanhope, NJ 07874	Sussex County	Religious Buildings
Full Life Assembly of God Inc	PO Box 843		Stanhope, NJ 07874	Sussex County	Religious Buildings
Harmony Ridge Gospel Outreach Inc	PO Box 851		Sparta, NJ 07871	Sussex County	Religious Buildings
Sanctuary of Mary Our Lady of the Holy Spirit	Rural Route 1 Box 106		Branchville, NJ 07826	Sussex County	Religious Buildings
Community Health Law Project	185 Valley Street		South Orange, NJ 07030	Essex County	Social Service Office/Administration Buildings
United Cerebral Palsy of Hudson County	1005 Washington Street		Hoboken, NJ 07030	HUDSON COUNTY	Social Service Office/Administration Buildings
The Waterfront Project	404 Hudson Street		Hoboken, NJ 07030	HUDSON COUNTY	Social Service Office/Administration Buildings
The Boys and Girls Club of Hudson County	123 Jefferson Street		Hoboken, NJ 07030	HUDSON COUNTY	Social Service Office/Administration Buildings

Region 1 Mailing List

Business Name	Address1	Address 2	City State Zip	County	Type of Organization
The Jubilee Center	601 Jackson Street		Hoboken, NJ 07030	HUDSON COUNTY	Social Service Office/Administration Buildings
Hoboken Family Planning	124 Grand Street		Hoboken, NJ 07030	HUDSON COUNTY	Social Service Office/Administration Buildings
Hudson County Housing Resource Center	574 Newark Ave #304		Jersey City, 07306	HUDSON COUNTY	Social Service Office/Administration Buildings



**CGP&H**

Community Grants, Planning & Housing  
Good People. Great Results.™

101 Interchange Plaza, Suite 301  
Cranbury, NJ 08512-3716  
www.cgph.net 609 664 2769 Fax: 609 664 2786

January 23, 2017

Kathryn M. Gregory, PP, AICP  
Gregory Associates, LLC  
96 Linwood Plaza, #350  
Fort Lee, NJ 07024

RE: Affordable Units at Avalon at Edgewater

Dear Ms. Gregory

CGP&H is the Administrative Agent for the affordable units at Avalon Edgewater. We have been contracted by the Borough of Edgewater since 2012 to oversee the administration of the units including administrating the waiting list and affirmative marketing activities.

CGP&H is a highly experienced Administrative Agent and we are currently responsible for thousands of units of affordable housing throughout 32 municipalities. CGP&H staff has completed all affordable housing training programs offered by the State of New Jersey and all of the training programs offered to date by the Affordable Housing Professionals of New Jersey (AHPNJ). In 2006, CGP&H was hired by the State to develop a procedures manual (Understanding UHAC, December 2006) and an accompanying workshop on the day-to-day administration of affordable housing units. Our firm was chosen for this important assignment due primarily to our unique combination of extensive experience as Administrative Agents, planners, and implementers of affordable housing projects throughout the state of New Jersey.

UHAC calls for a continuing program that directs all marketing activities toward the COAH Housing Region during the period of the deed restriction. We keep the waiting list open by sending out mailings to hundreds of community groups, large employers and public institutions within the region on the attached mailing list, and affirmatively marketing them on Edgewater's website and on our website <https://www.affordablehomesnewjersey.com/avalon-at-edgewater/>. I can assure you that this is a best practice and we developed this procedure in consultation with COAH and other highly experienced Administrative Agents in the state. Applicants continue to apply to the Avalon Edgewater rental waiting indicating that our affirmative marketing activities are clearly working.

Please contact me at 609-664-2769 extension 19 or [megan@cgph.net](mailto:megan@cgph.net) if you have any questions.

Sincerely,

Megan York, PP, AICP  
Vice President

enclosure

# Housing Authority of Bergen County

---

JACK R. D'AMBROSIO, JR., ESQ.  
Executive Director

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

April 27, 2007

Jack Warren, Executive Director  
Edgewater Housing Authority  
300 Undercliff Avenue  
Edgewater, New Jersey 07020

Re: Marketing for AHOME & Neighborhood Affordable Housing Friends, Inc.

Dear Mr. Warren:

Attached please find copies of invoices for recent advertising for the above mentioned developments.

Please provide payment within thirty days (30) from the date of this correspondence. 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

cc: M. Scaria, Finance Manager  
Attachments

## EDGEWATER

## AHOME

Item	Media	Reason	PO	Amount
North Jersey Media Group	The Herald	Adv 2/18/07	17	67.16
North Jersey Media Group	The Record	Adv 2/18/07	18	123.73
Bergen Newspaper	Bergen News	Adv 2/21/07	19	226.50
The Evening Journal	Jersey Journal	Adv 2/24/07	22	236.40
EL DIARIO		Adv 2/24/07	26	894.96
Total				1,548.75

PAID MAY - 3 2007

CR # 1265

DKG

# North Jersey Media Group

**Public Notice Advertising**  
 1 Garret Mountain Plaza  
 PO Box 471  
 West Paterson, NJ 07424  
 973-569-7427

**Remittance Address**  
 PO Box 18862  
 Newark, N.J. 07191-8862

<b>Billing Period</b> 02/01/07 - 02/28/07		<b>Account Name</b> BERGEN CNTY HOUSING AUTH.	
<b>Total Amount Due</b> \$ 447.10	<b>Unapplied Payment</b> 57.21	<b>Terms of Payment</b> Net 30 Days	
<b>Current Balance</b> \$ 504.31	<b>Due Days</b> \$ 0.00	<b>90 Days</b> \$ 0.00	<b>90+ Days</b> \$ -57.21

<b>Page</b> 1	<b>Billing Date</b> 3/1/2007
<b>Advertiser/Account</b> 1105767	

**Billed Account Name and Address**  
 VOUCHER ADVERTISING INVOICE

**QUESTIONS ABOUT YOUR BILL?** Please contact your Customer Account Specialist at 201-846-3873

**BERGEN CNTY HOUSING AUTH.**  
 25 ROCKWOOD PL STE 2  
 ATTN: GILLIES, JANET  
 ENGLEWOOD, NJ 07631-4958

**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.

*Sonja Thorslund*  
 Payee Signature

*Clark* 3/5/07  
 Title Date

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
02/05/07	0001955179	Public Notice-INVITATION TO RE-BI	REBID CCTV REN	1	1.00 x 75 Li	1.13	84.56
		Products: The Record, The Record					20.00
02/18/07	0001966424	Public Notice-AFFORDABLE HOUSIN	housing applicatio	1	2.00 x 46 Li	1.13	103.73
		Products: The Record, The Record					20.00
02/18/07	0001966456	Public Notice-AFFORDABLE HOUSIN	housing applicatio	1	2.00 x 49 Li	0.48	47.16
		Products: Herald News, Herald News					20.00
02/25/07	0001970615	Public Notice-PUBLIC NOTICE APPL	rental units	1	1.00 x 49 Li	1.13	55.25
		Products: The Record, The Record					20.00
02/25/07	0001970952	Public Notice-PUBLIC NOTICE APPLI	APPLICATION RE	1	2.00 x 34 Li	0.48	32.72
		Products: Herald News, Herald News					20.00
02/28/07	0001975103	Public Notice-PUBLIC NOTICE This i	legal services awar	1	2.00 x 27 Li	1.13	60.89
		Products: The Record, The Record					20.00
01/23/06	P379240	Balance Carried Forward Check 7790					-57.21

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

## North Jersey Media Group

PO Box 18862  
 Newark, N.J. 07191-8862

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

Signature

Signature

Title

Date

Title

Date

# North Jersey Media Group

**Public Notice Advertising**  
 1 Garret Mountain Plaza  
 PO Box 471  
 West Paterson, NJ 07424  
 973-569-7427

**Remittance Address**  
 PO Box 18862  
 Newark, N.J. 07191-8862

<b>Billing Period</b>		<b>Account Name</b>	
02/01/07 - 02/28/07		BERGEN CNTY HOUSING AUTH.	
<b>Total Amount Due</b>		<b>Unapplied Payment</b>	<b>Remittance Payment</b>
\$ 447.10		57.21	Net 30 Days
<b>Current Period</b>	<b>30 Days</b>	<b>30 Days</b>	<b>30 Days</b>
\$ 504.31	\$ 0.00	\$ 0.00	\$ -57.21

<b>Invoice #</b>	<b>Billing Date</b>
1	3/1/2007
<b>Advertiser/Account #</b>	
1105767	

**Billed Account Name and Address**  
 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.

*Sonja Thorelund*  
 Payee Signature  
*Clark* 3/5/07  
 Title Date

**BERGEN CNTY HOUSING AUTH.**  
 25 ROCKWOOD PL STE 2  
 ATTN: GILLIES, JANET  
 ENGLEWOOD, NJ 07631-4958

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	
02/05/07	0001955179	Public Notice-INVITATION TO RE-BI	REBID CCTV REN	1	1.00 x 75 Li	1.13	84.56	
					AffidavitMaterial		20.00	
		Products: The Record, The Record						
02/18/07	0001966424	Public Notice-AFFORDABLE HOUSIN	housing applicatio	1	2.00 x 46 Li	1.13	103.73	
					AffidavitMaterial		20.00	
		Products: The Record, The Record						
02/18/07	0001966456	Public Notice-AFFORDABLE HOUSIN	housing applicatio	1	2.00 x 49 Li	0.48	47.16	
					AffidavitMaterial		20.00	
		Products: Herald News, Herald News						
02/25/07	0001970615	Public Notice-PUBLIC NOTICE APPL	rental units	1	1.00 x 49 Li	1.13	55.25	
					AffidavitMaterial		20.00	
		Products: The Record, The Record						
02/25/07	0001970952	Public Notice-PUBLIC NOTICE APPLI	APPLICATION RE	1	2.00 x 34 Li	0.48	32.72	
					AffidavitMaterial		20.00	
		Products: Herald News, Herald News						
02/28/07	0001975103	Public Notice-PUBLIC NOTICE This i	legal services awar	1	2.00 x 27 Li	1.13	60.89	
					AffidavitMaterial		20.00	
		Products: The Record, The Record						
01/23/06	P379240	Balance Carried Forward Check 7790						-57.21

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

## North Jersey Media Group

PO Box 18862  
 Newark, N.J. 07191-8862

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

# Bergen Newspaper Group

The Bergen News • Press Journal • Sun-Bulletin • Commuter Week  
**NEWS PUBLISHING CORP.**  
 P.O. Box 616 • 111 GRAND AVE.  
 PALISADES PARK, NJ 07650

Tel: 201 947-5000  
 Fax: 201 947-8968

## ADVERTISING INVOICE and STATEMENT

BILLING PERIOD		ADVERTISER/CLIENT NAME	
3/1/2007		HOUSING AUTHORITY OF BERG	
TOTAL AMOUNT DUE	*UNAPPLIED AMOUNT	TERMS OF PAYMENT	
\$453.00		NET 30	
CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS
\$453.00	\$0.00	\$0.00	\$0.00

PAGE #	BILLING DATE	BILLED ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
1	3/1/2007	HOUSING AUTHORITY OF BERGEN COUNTY 25 ROCKWOOD PLACE, 2nd floor ENGLEWOOD, NJ 07631 4958	
BILLED ACCOUNT NUMBER			
6405			
ADVERTISER/CLIENT NUMBER			

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	DESCRIPTION OTHER COMMENTS/CHARGES	SAU SIZE BILLED UNITS	TIMES RUN RATE	GROSS AMOUNT	NET AMOUNT
02/21/07	161433	110 BN EAST part (P000019) AFFORDABLE IN EDGEWATER	10	22.65	226.50	226.50
02/28/07	161547	110 BN EAST part (D000023) AFFORDABLE IN EDGEWATER	10	22.65	226.50	226.50

### STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	*UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$453.00	\$0.00	\$0.00	\$0.00		\$453.00

**NEWS PUBLISHING CORP.**  
 P.O. Box 616 • 111 GRAND AVE.  
 PALISADES PARK, NJ 07650

\*UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

BILLING PERIOD		BILLED ACCOUNT NUMBER		ADVERTISER/CLIENT NAME	
3/1/2007		6405		HOUSING AUTHORITY OF BERGEN COUNTY	

Accounts paying new balance in full by the payment due will not be subject of a FINANCE CHARGE. Accounts not paid in full each month are subject to a FINANCE CHARGE applied to the balance remaining after adding current payments and/or credits and any unpaid FINANCE CHARGE from the previous balance shown on this statement, computed at a periodic rate of 1.5% per month (ANNUAL PERCENTAGE RATE 18%). A CHARGE WILL BE ADDED TO ALL RETURNED CHECKS

The Evening Journal Association

The Jersey Journal

Bayonne Journal • El Nuevo Hudson • City Journal  
 Waterfront Journal • Newark 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

BILLING PERIOD		ADVERTISER/CLIENT NAME	
02/01/07 02/28/07		HOUSING AUTHORITY BERGEN CT	
TOTAL AMOUNT DUE	TOTAL NET AMOUNT	TERMS OF PAYMENT	
\$ 236.40	\$ 0.00	PAYABLE UPON RECEIPT	
CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS
\$ 236.40	\$ 0.00	\$ 0.00	\$ 0.00

PAGE #	BILLING DATE	BILLED ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
1	02/28/07	HOUSING AUTHORITY BERGEN CTY 25 ROCKWOOD PL STE 2 ENGLEWOOD, NJ 07631-	THE EVENING JOURNAL ASSN P.O. BOX 327 JERSEY CITY, NJ 07303-2327  91 MAYDA ARRUE  (201) 217-2411
BILLED ACCOUNT NUMBER			
121596			
ADVERTISER/CLIENT NUMBER			
121596			

IF YOU HAVE QUESTIONS REGARDING THIS INVOICE, PLEASE CONTACT:  
 MARGUERITE CLARK - CREDIT MANAGER - (973)392-4130

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	DESCRIPTION OTHER COMMENTS/CHARGES	SAU SIZE BILLED UNITS	TIMES RUN RATE	GROSS AMOUNT	NET AMOUNT
02/24	0000144245	BALANCE FORWARD AFFORDABLE HOUSING	2x 70.00			385.22 236.40
02/28	2734 3086	AD 144218 PD JAN	140.00	0.00		342.10 43.12
		PREVIOUS AMOUNT OWED: \$				385.22
		NEW CHARGES THIS PERIOD: \$				236.40
		CASH THIS PERIOD: \$				(385.22)
		DEBIT ADJUSTMENTS THIS PERIOD: \$				0.00
		CREDIT ADJUSTMENTS THIS PERIOD: \$				0.00

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS



CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$ 236.40	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 236.40

PLEASE REMIT ALL PAYMENTS TO

THE EVENING JOURNAL ASSOCIATION  
 P.O. BOX 327  
 JERSEY CITY, NEW JERSEY 07303-23

BILLING PERIOD		BILLED ACCOUNT NUMBER		ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
02/01/07 02/28/07		121596		121596		HOUSING AUTHORITY E	

1

EL CAMPEON DE LOS ESPAÑOL

# EL DIARIO

13 14 15

WWW.ELDIARIO.COM

an impreMedia company

345 HUDSON STREET, NEW YORK, NY 10014  
PHONE: (212) 807-4600 EIN#75-3119924

3 ADVERTISING INVOICE AND STATEMENT

000017825

28 REMIT TO:

EL DIARIO / LA PRENSA  
345 HUDSON STREET 13 FL  
NEW YORK NY, 10014

2

HOUSING AUTHORITY OF BERGEN COUNTY  
25 ROCKWOOD PLACE, 2ND FL  
ENGLEWOOD, NJ 07631

4 BILLING DATE	25 TOTAL AMOUNT DUE	5 PAYMENT DUE BY
03/04/07	1789.92	03/19/07

6 BILLING PERIOD: FROM 02/05/07 TO: 03/04/07

7 ACCOUNT NO.	AMT. ENCLOSED
93037111	

8 9

Cuello, Nelson/Class.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

3 DATE	11 REFERENCE NUMBER	12 13 14	DESCRIPTION	15 DIMENSIONS	16 TIMES	17 BILLED UNITS	U/M	18 RATE	19 AMOUNT
--------	---------------------	----------	-------------	---------------	----------	-----------------	-----	---------	-----------

AD CLASS: NCNC									
02/24/07	2676050		EDGEWATER	3x70.00	1	210.00		4.26	894.96
Ad Class Totals :						\$894.96			
PO#CD000026									
03/03/07	2677910		AVISO LEGAL YA ESTAN	3x70.00	1	210.00		4.26	894.96
Ad Class Totals :						\$894.96			
PO#CD000025									

CASH DISCOUNT	24 1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	OVER 61 DAYS PAST DUE	CURRENT CHARGES	21
	0.00	0.00	0.00	1789.92	1789.92
DEDUCT				PAST DUE BALANCE FROM PREVIOUS MONTH	24 0.00
IF PAID BY				PLEASE PAY THIS AMOUNT	25 \$1,789.92

If you have any questions please call customer service at (212) 607-4676.

A FINANCE CHARGE OF 1% WHICH IS AN ANNUAL RATE OF 18% WILL BE ADDED TO

## **Advertising Schedule:**

### **AHOME & Neighborhood Affordable Housing Friends, Inc.**

<b>Bergen News</b>	<b>East edition, Edgewater, Fort Lee, Leonia AHOME – 2-21-07 Friends - 2-28-07 2 column ad – 4”x 5” - \$230.00 each</b>
<b>The Record</b>	<b>AHOME – Sunday 2-18-07 Friends - Sunday 2-25-07 2 column ad – 4”x 5” - \$140.00 each plus \$20.00 affidavit fee</b>
<b>The Herald News</b>	<b>AHOME – Sunday 2-18-07 Friends - Sunday 2-25-07 2 column ad – 4”x 5” - \$60.00 each</b>
<b>Jersey Journal</b>	<b>AHOME – Saturday, 2-24-07 Friends - Saturday, 3-03-07 2 column ad – 4”x 5” - \$220.00 each plus \$25.00 affidavit fee</b>
<b>El Diario</b>	<b>AHOME – Saturday 2-24-07 Friends - Saturday 3-03-07</b>
<b>Time Warner Cable</b>	<b>Community Message Board (see attached copy) AHOME - 2-21-07 thru 3-07-07 Friends - 2-21-07 thru 3-07-07</b>

## AFFORDABLE HOUSING APPLICATIONS

### ARE AVAILABLE FOR "AHOME"

#### A DEVELOPMENT IN EDGEWATER, NEW JERSEY

Affordable Housing of Metropolitan Edgewater, "AHOME", a non profit entity, is pleased to announce that two-bedroom condominium units located on Undercliff Avenue in Edgewater, New Jersey, will be available for sale to qualified low and moderate income households. The chart below gives the maximum annual income for various low income family sizes. In order to purchase a unit, your household income cannot exceed the limits indicated for your family size. For purposes of this offering, your "family" includes all persons who intend to occupy the condominium unit should you purchase one.

#### MAXIMUM ANNUAL INCOME TO QUALIFY

FAMILY SIZE	LOW INCOME	MODERATE INCOME
2	\$ 31,057	\$ 49,691
3	34,939	55,902
4	38,821	62,114

If you are interested in applying to purchase one of these units at "AHOME" in Edgewater, an application must be completed to determine your eligibility. Interested parties may request an application in writing, by telephone or in person Monday through Friday during the hours of 9:00 a.m. to 4:00 p.m. at the:

HOUSING AUTHORITY OF BERGEN COUNTY  
25 Rockwood Place, 2nd Floor  
Englewood, New Jersey 07631-4958  
(201)569-7454, ext. 109  
(201)569-8539 TDD

Applications must be accompanied by a non-refundable \$50.00 application fee. Completed applications will then be reviewed by the Housing Authority. Incomplete applications will not be reviewed and will be returned to the applicant. 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 allowed to sign an Agreement of Sale, 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 purchase. All eligible applicants that are chosen must also qualify for a mortgage, if they require one. Certified purchasers must be willing to perform a specific number of "sweat equity" hours required by Habitat for Humanity, who assisted with the renovation of units at "AHOME".

Because the number of units available at "AHOME," are limited, the Housing Authority of Bergen County reserves the right to limit the number of applications reviewed.

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.

2006 APR -7 AM 11:28

RECEIVED  
BOROUGH OF EDGEWATER

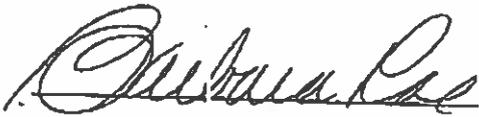
3. The HABC agrees to administer the resale controls for affordable housing for the Borough of Edgewater, in accordance with the New Jersey Fair Housing Act, COAH rules and the Affordable Housing Regulations Ordinance of the Borough of Edgewater.
4. The Borough of Edgewater agrees to comply with the 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.

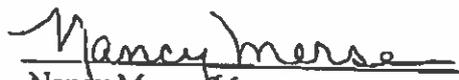
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

WITNESS OR ATTEST:

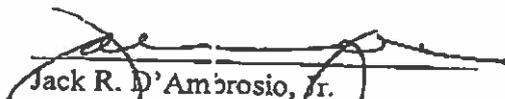
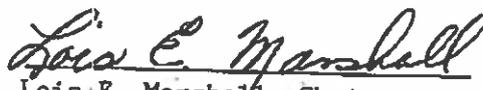


Borough Clerk:

Borough of Edgewater

  
Nancy Merse, Mayor

Housing Authority of Bergen County

  
Jack R. D'Amrosio, 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

The Housing Authority of Bergen County will from time to time act as marketing agent in the marketing of affordable housing units developed by the Housing Development Corporation and/or for any other entity desirous of its services.

This marketing plan provides guidelines that will be used generally to facilitate an affirmative marketing program aimed at servicing persons of low and moderate incomes. This plan may be amended with an addendum in order to be project specific.

As marketing agent the Housing Authority shall carry out the following:

- a. Identify and contact representative groups operating in the housing region, including community-based and civic organizations, councils of religious organizations, welfare and social service agencies to ensure that low and moderate income persons of all races and ethnic groups are informed of the availability of affordable housing opportunities.
- b. Publish notices and display advertisements announcing the availability of the affordable housing units in a newspaper of general circulation in the approved marketing region.
- c. Conduct outreach activities designed to reach low and moderate income persons of all races and ethnic groups who live, work or have promise of gainful employment in municipalities within the marketing region.
- d. Continue marketing efforts until all the affordable housing units within the specific project are under contract of sale or execution of a lease agreement in the case of rental units.
- e. Inform potential applicants where applications may be obtained and where they should be returned.
- f. Develop and maintain a register of applicants for the affordable housing units.
- g. Screen applicants to ensure that they qualify and are eligible to purchase/rent the affordable housing units. Applicants will be notified in writing of their eligibility or ineligibility. If an applicant is found to be ineligible, the reason(s) for ineligibility must be stated and the applicant will be given the opportunity to respond.
- h. Applicants shall be matched with available affordable units appropriate to the household's size and income category.
- i. A lottery or random selection procedure to choose among eligible applicants may be conducted when the number of applicants exceeds the number of available affordable housing units.
- j. Allow only applicants who are citizens, nationals or legal residents of the United States to be selected. Applicants shall provide the Authority with appropriate documentation of citizenship, national or legal resident status.

Purchasers and renters of affordable housing units are restricted to households whose total gross annual income is measured at less than 80% of an approved median income guideline established by household size and geographic region. All resales/re-rentals that are negotiated during the term of the affordable housing restriction shall be to certified income-eligible households unless a hardship waiver has been granted by Council of Affordable Housing (COAH) for a particular sale.

Affordable housing units shall be utilized as the primary residence of the owner. Purchased units shall not be leased without prior written approval of the Authority. Primary residence is defined as a unit wherein a household maintains continuing residence for not less than nine months of each calendar year.

Affordable housing units shall not be resold at a sales price that exceeds the initial sales price for the unit (Base Price) plus a restricted increase based on the percentage of change in the approved median income guide (the Index) or any other authorized guide such as the Consumer Price Index which may also include an approved amount for partial reimbursement of central air conditioning installed after initial sale date.

Home improvements of affordable housing units shall be made at the owner's expense. Expenditures for any alteration that allows a unit to be resold to a larger household size, because of an increased capacity for occupancy creating additional bedroom space, shall be considered for a resale price adjustment. Owners must obtain prior approval from the Authority to qualify for the adjustment allowed for such alteration.

Owners of affordable housing units shall not make application for any second mortgage, home equity credit, or refinancing as it may apply to the affordable housing unit unless prior written approval has been obtained from the Authority.

The restrictions imposed on an affordable housing unit are contained in an affordable housing agreement which is signed by the owner and is recorded with the unit deed in the appropriate county recording office.

All resales of affordable housing units shall be to certified income-eligible households unless a Hardship Waiver has been granted for a particular resale. Hardship Waivers apply only to the income eligibility of the purchaser for a single sale and do not effect the long term occupancy restrictions or the sales price of the unit.

Purchasers shall also be required to sign a Repayment Mortgage and Note that obligates them to repay 95% of the difference between the fair market price and the restricted price that accrues to the unit during the restricted period. This payment is due at closing of the first resale of the unit after the municipality wherein the unit is located has elected to release the affordable unit from the restrictions.

The terms, restrictions, and provisions of the Affordable Housing Agreement shall end:

1. At the first resale occurring after the ending date stated on the affordable housing agreement on file for the individual unit provided the municipality does not elect to extend the restrictions for an additional period of time; or
2. On the date when a first money mortgagee receives a judgment of foreclosure on a first money mortgage lien on a restricted sale unit.

The owner of an affordable housing unit shall at all times be required to serve notice, in writing, to the Authority under the following circumstances:

1. An intent to sell the affordable housing unit.
2. A request to lease an affordable housing sales unit
3. A proposed home improvement that may be eligible for a resale price adjustment.
4. A notice of foreclosure from the first money mortgagee.
5. A request for a Certificate of Exemption
6. A request for a hardship waiver
7. A request for approval of a second money mortgage lien, home equity credit or refinancing.

The owner of an affordable housing unit shall be required at any time to sign and forward copies of the restricting documents required at the closing of a sale or resale to the Authority. The Owner of an affordable housing unit shall be required to pay a resale service fee the Authority at time of closing and settlement of the resale. Reasonable fees will be revised from time to time by the Authority.

#### Certification of Eligible Households

Owners of affordable housing will receive a certification as eligible households through a process that includes income verification, a preliminary financial qualification for the price established for a particular unit that includes a credit check and occupancy needs determination.

Generally certified households will be referred to available units as per the occupancy standards, found in the Definition of Terms and using the following guidelines for occupancy:

1. A maximum of two persons per bedroom.
2. Children of the same sex in same bedroom
3. Unrelated adults or persons of the opposite sex other than husband and wife in separate bedrooms.
4. Children not in the same bedroom with parents.
5. Maximum utilization of available space.

Households may choose to be considered for units other than as above but in no case shall a household be referred to a unit that provides for more than one additional bedroom per household occupancy standards, as stated above. At initial occupancy, households fitting the above guidelines may be given an opportunity to buy prior to those who would under-occupy a unit.

Certified households will be referred to property owners. Certified purchasers are responsible for obtaining a mortgage and their own attorney for contract review and representation at closing. Certified households who reject an opportunity for Affordable Housing will remain on the referral list and may be re-interviewed for certification when their name appears on a listing for a subsequent unit.

Certification shall be valid for 120 days from the date of issuance. Certifications may be renewed in writing for good cause after review of proper documentation and for a reasonable period of time. If a Certified Household has signed a sales contract or has received a mortgage commitment, the Certification shall expire at the earliest date when either the sales contract or mortgage commitment expires.

Applicant households who are denied certification may make a written request for a predetermination. Applicant households shall be required to produce documentation to support their claim. Applicant households who are denied certification a second time may request a hearing by forwarding a written request to the Housing Authority. If a written request has not been received within fifteen (15) days following the household's receipt of notification, the denial of certification will be final.

#### Affordable Housing Agreement and Repayment Lien

Each Affordable Housing unit shall be restricted by an Affordable Housing Agreement signed by the Owner which shall provide for covenants, conditions and restrictions so that such affordable housing unit remains affordable to low and moderate income eligible households for a specified period of time. The agreement provides for requirements and responsibilities and establishes procedures for ensuring that the restricted residential units remain affordable to and are occupied by households that meet income eligibility requirements. The agreement also requires that all affordable housing units remain the primary residence of the occupant household of record, unless otherwise approved by the Authority.

The Agreement, when executed, restricts the use and resale of the unit because it constitutes an encumbrance to the conveyance of title for the property identified therein

The Agreement shall contain an ending date after which time the unit may no longer be subject to the covenants, conditions and restrictions as provided for in COAH's rules (N.J.A.C. 5:93-9)

The Agreement shall be recorded with the property deed at the time restrictions are initially imposed on the residential unit.

Any Master Deed that included an affordable housing unit shall reference the affordable housing unit and the affordable housing agreement. All individual deeds of restricted units shall reference the Affordable Housing Agreement.

Each affordable housing unit shall also be encumbered by a Repayment Lien consisting of a Repayment Mortgage and Repayment Note. The Repayment Lien is always secondary to the First Purchase Mortgage or any subsequent first mortgage obtained as refinancing.

This Repayment Lien assures the repayment of excess funds received by the seller when controls are lifted and provides notification to the mortgagee of all financial transactions utilizing the affordable housing unit as collateral and affecting the owner's financial equity in the unit.

#### Transfers of Title, Resales and Fees

##### A. Initial Sale and General Sales Information

At initial sale, base prices for owner-occupied units shall be determined in accordance with contractual agreements approved by the Authority. Prices will be set at levels to accommodate a wide range of household income which qualify as low or moderate income as determined by a region's approved median income guide.

Generally, unit sales prices will be calculated using a formula that provides for efficiency units to be priced using a one person household median income, one bedroom units to be priced using either a one, one and a half or two person median income, two bedroom units to be priced using either a two or three person median income, three bedroom units to be priced using either a four, four and one half or five person median income and four bedroom units to be priced using either a six or seven person median income.

Total monthly housing cost shall include mortgage principal and interest, taxes, hazard insurance, and primary mortgage insurance. Estimated monthly costs of any association or condominium fees shall also be included in the estimated total monthly housing cost figure. Once a unit's total monthly housing cost has been determined for a particular income level using the applicable median income, a Base Price will be calculated that assumes a 5% down payment and a 30 year fixed mortgage at a current interest rate.

Certified households whose income is sufficient to meet the sales price requirements and whose household size meets the occupancy standards for available units, shall be referred to the seller for negotiation of the Purchase Agreement. All contract negotiations, mortgage approvals, closing costs, legal fees and final closing arrangements will be the responsibility of the Purchaser and the Owner and such legal representatives as they may select. Costs that must be paid at the time of closing may include Realty Transfer Fee, Attorney fees, points required by a First Purchase Money Mortgagee, inspection fees, and prepayments for taxes and insurance.

At closing, an Affordable Housing Agreement and Repayment Lien and Repayment Mortgage shall be signed and recorded with the property deed. The purchaser or representing attorney shall forward a copy of the final closing statement and the executed repayment mortgage note to the Authority. The Deed, the affordable housing agreement, and the Repayment mortgage shall be forwarded to the County records office for recording. Once these documents have been recorded they must be returned to the Authority of their files.

Base prices may not cover the entire scope of Affordability Ranges below 80% of median income. Every effort will be made to refer households whose gross annual income is sufficient to make it likely that they will qualify for the required mortgage loan. It is possible that many income-eligible households will not qualify for referral to an affordable housing unit. It is also possible that certified households that are referred to units may eventually find that they cannot qualify for a mortgage from a lending institution. Households may request, however, that they be considered for units where the

total monthly housing costs exceed their calculated affordability range if they can demonstrate and verify their ability to meet the required financial obligation such as an additional amount of down payment from saving or through financial reserves from gifts or the ability to pay cash.

#### B. Resales

When an owner wishes to sell the Affordable Housing unit, written notice shall be given to the Authority at least 90 days prior to a proposed sales date called the Notice of Intent to Sell. A maximum allowable resale price shall be calculated using the incremental increase in median income formula (base price + (base price x index)) or other applicable index such as the consumer price index. If owners have installed a central air conditioning unit at their own expense after the initial sale, they are eligible for a depreciated reimbursement of that cost over a ten year period at the time of resale. Owners should keep receipts showing the total cost of the air conditioner and installation and the date it was put into service so that this additional calculation can be made and included in the maximum allowable resale price.

Certified households whose financial qualifications are consistent with the required estimated total monthly housing costs and whose household size meets bedroom occupancy criteria shall be referred to the seller for contract negotiations. Owners are invited to refer candidates through resources such as advertising, real estate agents or general word-of-mouth. All referred candidates must be interviewed and certified by the Authority prior to purchase negotiations.

Procedures for purchase agreement negotiations, mortgage approvals, and closing shall be the same as at initial sale.

If no certified household has executed a purchase agreement within ninety (90) days of receipt of the intent to sell notice, the Owner may request a hardship waiver for the sale of the unit to a household whose income exceeds the low and moderate income eligibility criteria established for the unit. If the hardship is granted, low income units may be marketed to moderate income households and moderate income units may be marketed to households who exceed the income eligibility guidelines. However, under no circumstances shall the sales price exceed the maximum permitted restricted resale price as established by the index.

The last recorded purchase price will always be the minimum restricted price at the time of resale. However, neither the minimum nor maximum restricted price is guaranteed to the owner. If the restricted price exceeds the actual market value of affordable units, the Owner may need to accept a lower price depending on the urgency to sell. Affordable housing units must also be maintained properly in order to receive the maximum market value within the restricted resale price. Owners are encouraged to negotiate with potential purchasers to arrive at an acceptable sales price within price restrictions and current market values.

The resale price may also reflect an adjustment to the Owner for an approved capital improvement.

At resale, the owner must personally certify that all items of personal property that are to be left with the unit and which are not included when the unit was purchased have been included in the maximum allowable resale price or sold to the purchaser at a reasonable price which has been approved by the Authority at the time of signing the purchase agreement. Such transfer of funds shall also be certified by the purchaser at the time of closing. In no event shall the purchase of any personal property other

than central air conditioning which was installed after the initial sale and included in the maximum resale price be made a condition of unit resale.

At the time of closing of an affordable housing resale, the seller will be required to pay a reasonable service fee to the Authority. Fees will be reviewed and adjusted periodically.

### C. Home Improvements

All home improvements to affordable housing units shall be at the Owner's expense and not reimbursable with the exception of central air conditioning as described above and an increase in the bedroom size of the unit. An improvement that increases the number of bedrooms in the unit, making it suitable for a larger household may be approved for a base price adjustment. Owners are required to notify the Authority in writing prior to obtaining a building permit for the planned alteration.

This notification shall require a description of the proposed alteration, a schematic drawing with proposed measurements, a proposal for financing the improvement, and a cost estimate to be submitted by the proposed contractor or builder. Additional information may be required by the Authority as it deems necessary. The Authority may also require a site visit by a staff member to evaluate the feasibility of the home improvement. All home improvements are subject to standard requirements of the municipality.

The Authority shall approve or disapprove the alteration as eligible for a base price adjustment within thirty (30) days of receipt of all necessary evaluative materials and any scheduled site visit.

On completion of the home improvement, and after all inspections and certifications in accordance with local and state codes have been approved the Authority will notify the owner in writing that an adjustment in the base price has been authorized and all future maximum restricted resale prices will be calculated using that figure.

The adjusted base price shall not exceed the percentage of difference between median incomes as determined for the different household sizes using the applicable median income guide approved for the area in which the unit is located.

If the owner has received approval from the Authority for a base price adjustment upon the completion of an eligible Home Improvement and the owner is in need of a second mortgage to pay for such improvement, the Authority shall execute and deliver to the owner in recordable form a document by which the rights, claims and liens specified in the affordable housing agreement are subordinated to such second mortgage when the total new debt does not exceed 80% of the current estimated resale market value of the larger unit. The rights, claims and liens specified in the affordable housing agreement shall not be subordinated to any second mortgage or other creditor unless the Authority has executed and delivered such instrument to the owner in connection with a home improvement approved by the Authority for a base price adjustment.

#### D. Exempt Transactions

The following title transactions shall be deemed "non-sales" and the Authority shall provide the Owner receiving title with written confirmation of the exemption to those restrictions that determine occupancy of the unit.

1. Transfer of ownership between husband and wife;
2. Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial decree of separation (but not including sales to third parties);
3. Transfer of ownership between family members by will or intestate succession;
4. Transfer of ownership through a Executor's deed to a Class A beneficiary; and
5. Transfer of ownership by court order.

An exempt Transfer of Ownership does not terminate the resale restrictions or existing liens on the property. All liens must be satisfied in full prior to subsequent resale and all subsequent resale prices must be calculated using the Resale Price Index in compliance with the terms of the Affordable Housing Agreement.

The Exempt Transaction shall not be considered as a recorded transaction in calculating subsequent resale prices.

The Owner shall notify the Authority in writing of any proposed transaction that requires approval as an Exempt Transaction. The Owner shall supply the Authority with all necessary documentation to demonstrate that the transaction qualifies as an exemption as defined herein. The Authority shall approve or deny in written request of Certificate of Exemption within fifteen (15) days of receipt of the request.

If the Authority denies the exemption, the Owner may submit a written request to appeal within 15 days to the Authority.

#### F. Certificate of Occupancy

If the municipality wherein the unit is located requires a unit inspection of any sales property prior to a transfer of ownership, the Owner shall be required to arrange such inspection and provide the Purchaser with a clear Certificate of Occupancy prior to closing the sale.

#### G. Refinancing and Home Equity Loans

Owners considering refinancing a first purchase money mortgagee or using their home equity as an additional financial resource must send information to the Authority listing: 1) proposed loan amount; 2) verification of current mortgage balance; and, 3) any expected costs of refinancing (e.g. points) that will be included in the new loan.

The Authority may approve or deny the request depending on the proportion of indebtedness to the current allowable resale price and market conditions.



Owner request to refinance any existing mortgage balance in order to take advantage of a lower interest rate will generally be approved unless current market conditions indicate that the existing balance is equal to or more than the expected resale price.

Owner requests to add to the existing mortgage balance will generally be approved if the new total indebtedness is 80% or less of an expected resale price as measured by current market conditions. No refinancing shall be permitted without a letter of approval from the Authority.

#### H. Foreclosure and Recapture

A judgment of Foreclosure by a First Money Mortgage on an Affordable Housing Sales unit shall not take place until all remedies set forth in the Affordable Housing agreement have been exhausted. A judgment of Foreclosure on any restricted sales unit by a First Money Mortgagee will result in a termination of resale controls except for the defaulting mortgagor who shall be forever subject to the restrictions with respect to the unit owned by him at the time of default.

The municipality in which the unit is located, in lieu of default on resale restrictions, may exercise an option to purchase the unit at an approved price and holding, renting or conveying it to a certified household if such right is exercised prior to a judgment of Foreclosure.

In the event of a Foreclosure sale by the First Money Mortgagee, any surplus funds exceeding the maximum allowable resale price as calculated using the approved Index, the amount required to pay and satisfy the First Money Mortgage, including the costs of Foreclosure and any second mortgages approved by the Authority shall be paid to the Authority as reimbursement for any funding invested in the unit. Any remaining funds in excess of outstanding grants or loans will be returned to the applicable municipality for deposit into an approved Housing Trust Fund to assist in the further development of Affordable housing.

Prospective buyers of Affordable Housing units at a foreclosure sale are advised to examine the specific restrictions that encumber the unit. Local municipal ordinances sometimes provide for additional requirements prior to releasing restrictions which may prevent the sale of the unit on the open market.

Generally, a judgment of Foreclosure will result in the loss of the unit from that municipality's Affordable Housing inventory, except in the event that the First Money Mortgagee secures a certified purchaser and sells the unit at an approved price.

#### I. Increase or Decrease in Income

Once a Certified Household becomes an Owner of an Affordable Housing Unit in accordance with the provisions of the Affordable Housing Agreement, any increase or decrease in Household income shall not affect the rights or obligations of such Owner as they pertain to continuing occupancy of such an Affordable Housing unit.

#### J. Additional Restrictions

The municipality wherein the unit is located retains the right to extend the Term of the Restrictions by ordinance; specifying and additional period for which all described Affordable Housing units will be controlled.

Other rules and regulations may be established by the municipality, non-profit corporation, or state or county agency having authority to facilitate the resale of units in order to maintain long term affordability. Such additional restrictions shall pertain only to those units not yet restricted by an executed Affordable Housing Agreement. However, additional restrictions may be included at resale by voiding the original agreement and executing a new Affordable Housing agreement with the new owner.

#### K. Term of Restrictions

The terms, restrictions and covenants of the Affordable Housing Agreement shall terminate according to: (1) the terms of the applicable Affordable Housing Agreement and Repayment Lien; (2) the date upon which a judgment of Foreclosure by a First Money Mortgagee on a sales unit shall occur.

At termination of restrictions, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of Affordable Housing Agreement.

Included as an Appendix to the document are copies of the Affordable Housing Agreement, Repayment Mortgage, and Repayment Note. Also included is the Notice of Intent to Sell form need to initiate an Affordable Housing resale.